

# DALAT INTERNATIONAL SCHOOL (DIS)

## Teaching/Dorm Employee Contract

July 1st, 2007 – June 30th, 2008

### Definitions:

**Employee** means a person designated and assigned to work as an educator, a dorm staff, an administrator, a registrar, a spiritual life director, a facility manager, or another position designated and approved by the director or the board, whether full time or part time and for whom the school obtains a work permit if required.

**Overseas-Hired** refers to an employee hired from outside of Malaysia.

**Local-Hired** refers to an employee who was hired while residing in Malaysia.

**Full-Time** refers to the status assigned to an employee in the following positions:

1. dorm parent
2. high school or middle school teacher who teaches five secondary classes per semester and/or has duties as assigned by the director
3. elementary teacher who is a full-day homeroom teacher
4. administrator

Other duties may be assigned by the administration. The administration may count other assigned administrative responsibilities as time towards full-time equivalency for individual employees.

**Part-Time** refers to the status assigned by the director to an employee working less than full time. For the purpose of determining salary and some benefits, a work percentage will be established by the director according to the proportion of the employee's workload to the full-time employment requirement.

**Academic School Year** will extend 10 calendar days before the first day of school of the first semester until the end of normal school hours on the Friday after the last day of the first semester. The second semester will commence 8 calendar days prior to the first day of school of the second semester and extend until the end of normal school hours on the Friday after Commencement.

**Employment Year** will extend for 12 months from July 1 of one year to June 30 of the next year.

**Term of Employment** will initially be for a two-year period. After the initial two-year term of employment, the normal term of employment will be considered a renewable one year term, though employees may sign for a new two year commitment. A mutual decision between the employee and the school about continuance of employment must be made before December 31. Pay and benefits for an initial contract employment of less than 2 years will be negotiated between the director and the employee.

**Dependents** will be defined as the employee's non-working/non-earning spouse and children as long as the child is single and enrolled in a full time educational program. Evidence of full-time enrollment must be provided on a semester basis.

**Primary Income Earner** refers to an employee whose employment with DIS is the family's primary means of support.

**Longevity Benefits** will be extended to the employee who continues employment at DIS and who has satisfactorily completed the equivalent of four cumulative years of full-time employment at DIS, where DIS has been the primary place of employment. A part-time employee will receive longevity benefits at an amount prorated annually according to his/her current part-time work percentage. Family benefits claimed by the employee are limited to being claimed once per family unit. Employee benefits such as resigning and retirement bonuses are per employee.

**Contract** refers to this document of employment terms and conditions, salary, allowances and benefits, as provided to employees by the DIS Board and agreed to by each individual employee. Change to this document, excepting salary and COLA consideration, will normally be reviewed every two year by the Board at the first Board meeting of the school year. Employees and DIS shall adhere to any changes made to the contract by the DIS Board.

## **TAX NOTE FOR OVERSEAS-HIRED EMPLOYEES:**

All employees at Dalat International School are obligated to pay Malaysian income tax on the money earned while working at DIS. This includes salary, housing, and some benefits. The Inland Revenue Board of Malaysia uses two tables to calculate income tax, one for “residents” and the other for “non-residents.” The tax rate for “residents” is a graduated percentage of their income. The “non-resident” tax rate is a flat 28%.

As a benefit to its employees, DIS will pay the employee’s tax liability at the “resident” rate. It is the employee’s responsibility to establish “resident” status in Malaysia for each tax year. If the employee fails to meet the conditions for being considered “resident,” he/she will be responsible to pay the difference between the “resident” and “non-resident” tax. If the employee cannot establish “resident” status because of a school or government decision, DIS will cover the “non-resident” tax liability.

The conditions for determining residence status are based on the Malaysian tax year which runs from January to December. There are four possible conditions the employee may meet to be considered “resident.”

1. Be in Malaysia for at least 182 days any time during the tax year.
2. Be in Malaysia less than 182 days during the tax year but *linked to* a period of at least 182 consecutive days immediately before or after that year.
3. Be in Malaysia for 90 days or more during the tax year and be resident for 3 out of 4 preceding tax years.
4. Be resident for three years before and one year after the tax year.

Because the DIS contract year runs from July to June, the first condition can often not be met during the arrival or departure years. July 3<sup>rd</sup> is the latest the employee can arrive in Malaysia and still be able to have 182 days in the country. When leaving Malaysia, July 1<sup>st</sup> is the earliest the employee could depart and still have 182 days in the country.

If the employee cannot meet this condition during the first contract year at DIS, the second condition may be used. In this case, the employee must be in Malaysia from the end of December until July 1<sup>st</sup> of the following year (1 or more days *linked to* 182 consecutive days). During this time *temporary* absences are disregarded (see below).

If the employee decides not to renew his/her contract with DIS after two years, he/she must be sure to establish resident status for the third tax year (Jan-June of the second contract year). If the employee cannot meet the first condition by being in Malaysia for at least 182 days during that year (e.g., Jan 1<sup>st</sup>-July 1<sup>st</sup>), he/she can again use the second condition. The employee must then be in Malaysia from July 3<sup>rd</sup> of their second contract year and remain until the beginning of January (182 consecutive days *linked to* 1 or more days). Again *temporary* absences are disregarded during this period.

Temporary absences from Malaysia that are not counted against the 182 consecutive days include those:

- connected with the employee’s work at DIS, such as to attend seminars, conferences, or classes for professional development
- related to ill-health (personal or immediate family)
- for social visits up to fourteen days (The social visit days may not be taken at the very beginning or end of the 182 day period.)

By the middle of the third contract year, the employee will have resident status for three previous tax years. For the fourth and subsequent tax years, the third condition will take effect and the employee must only be in Malaysia for 90 days or more to establish resident status.

## Terms of Contract:

1. **Salary:** Each full-time employee will receive salary and benefits according to the annual staff/Board agreement in effect by November of the year proceeding the next year of employment.

First year employees will be paid from July 1, or from the first day of the month of hire if hired after July 31. Salary will be credited to the employee's bank account, in Malaysian ringgit, at the end of each month during the contract year.

DIS will credit years of experience and level of education on the salary grid. The years of experience are only applicable in areas comparable to those for which the individual is employed at Dalat (i.e.; teaching, dorm, clerical) Transferable years of work experience are to be credited to the employee at the time of initial employment and as determined through individual discussion with the director

Base salary scale and cost of living adjustments will be reviewed annually by the DIS Board. The annual cost of living adjustment to be applied to salary and allowances will be set by the Board each year.

2. **Housing Allowance:**

Only one employee per family may receive the housing allowance.

- a. Full-time employees who are the primary income earners in their family will receive a monthly housing allowance. Each eligible employee unit will receive a monthly housing allowance equal to the actual rent for the house they occupy, not to exceed RM 1900 per month. Should the rent increase after commencement of the contract the school will cover the cost of the increase until the lease of the property expires. Employees who own their homes will be paid a housing allowance up to the maximum limit set for rent.

- b. A full time staff who is not the primary income earner will receive a housing allowance equal to half the actual rent being paid for the house, not to exceed RM 950, if this benefit is not already being provided to the family by another employer. These employees who own their homes will be paid a housing allowance up to half the maximum limit set for rent.

- c. A part-time employee will receive the same benefits, listed in either a or b above, prorated according to his/her part-time work percentage, if this benefit is not already being provided to the family by another employer.

Employees that fall under categories b & c above receive only the cash allowance part of this benefit. DIS will provide housing for overseas-hired employees. Overseas-hired employees will live in the home assigned to them by DIS for at least their first year of employment. After the lease of the property expires, if the employee chooses to remain in the same house, the school and employee will share equally the rent above the maximum allowed. Before a returning or new employee occupies a home for the first time, DIS will have the house or apartment cleaned and painted in a neutral color. When a staff family continues to live in the same home DIS will pay to have the interior and exterior of the home repainted at least once every 4 years at the request of the employee.

Dalat International School will provide each house with the following furnishings:

- a bed, mattress, wardrobe and dresser for each family member,
- window coverings for bedrooms, one air conditioner, and a hot water supply in the shower/tub.
- kitchen cupboards, a living room set (3 pieces), a dining room set with hutch, and a desk,
- one -350-450 litre refrigerator, a stove, an oven, and a washing machine.

The furniture and appliances supplied by DIS will be functional and adequate but may be "used" and not brand-new. These furnishings will be considered the property of DIS. The condition of the furniture will be assessed at the employee's request of school administration, for replacement of individual pieces.

Each year each staff home will receive up to RM 500 for minor house repairs. These repairs are at the employee's discretion. Receipts must be submitted to the finance office for reimbursement.

DIS will be the undersigned of all housing contracts. If the employee wishes to be the undersigned of the housing agreement, the employee will also be responsible for all obligations of said contract. DIS will NOT assume payment for employee undersigned housing if said employee moves or terminates their

employment. The employee's pay for the last month of the contract will be withheld until all responsibilities for contract termination have been fulfilled.

## Benefits

3. **Initial Employee Travel Allowance to DIS:** Air travel will be paid for the full-time two-year employee and his/her relocating dependants from their home of record to DIS at the most economical and direct flight as determined by the director.
4. **Relocation Allowance:** The employee and each dependant will receive the following relocation allowance:  
Families: RM 6600, couples: RM 5300, single employee: RM 3250 that can be used for additional luggage, shipping, or purchases. These allowances will be given when the employee is first hired and after each approved sabbatical.
5. **Moving Stipend:** If the school requires the employee to move, on or off campus, the school will cover the costs of the move, boxes, transport, and labor.
6. **Medical and Dental Coverage:** Medical insurance will be provided for full-time employees and their dependents while under contract to DIS. If requested, an amount equal to the medical insurance allowance will be paid to the organization of external-supported employees whose organization provides medical insurance coverage. For a detailed account of the insurance benefits, the employee should annually review and refer to the provider's printed policies.

In order to provide better family medical and dental coverage, not covered by the main medical insurance policy, DIS will set aside annually a pooled sum equal to RM 1000 per employee as a "self-insured" fund. Employees may apply for reimbursement from this fund to help pay for out-patient care. This reimbursement is only for medical expenses, procedures and medications that are prescribed and/or receipted by a doctor or medical facility. Receipts must be turned in to the finance office and will be reimbursed at the rate of 80%. Only the basic dental coverage previously provided by the 2003-2004 TTC insurance plan will be reimbursed (at 100%). The fund can reimburse "wellness" care while in Malaysia, if approved in advance by the director. There will be no cap on individual or family use of the 80% reimbursement fund.

DIS will provide for medical insurance coverage up to RM 2275 per year per dependent not living in Malaysia. Receipts must be turned in to the finance office for reimbursement.

If the employee cannot be covered under the school's underwritten medical coverage, he/she will be given assistance in finding similar coverage of comparable monetary value and which is acceptable to the employee.

Medical expenses for the birth of a baby will not be covered for reimbursement within the first year of employment at DIS.

7. **Child Benefits:** A child allowance benefit of RM 1020 will be provided to a full-time employee for up to two of his/her dependent children. A part-time employee will receive a child allowance prorated according to his/her part time work percentage. Child benefits will be paid for up to two years after high school graduation for unmarried children enrolled in a fulltime program of study. Evidence of full-time enrollment must be provided on a semester basis.
8. **School Fees:** Tuition rate for fulltime DIS employee will be set at RM 100 per semester per child for up to two dependent children for each full time employee. (maximum RM 200 per family per semester).  
A part-time employee will pay the same tuition rate as above on a prorated basis for up to a maximum of two of his/her children. Tuition for another child(ren) not covered above will be charged at the existing missionary rate for tuition. (e.g. a part time employee working at 75% with two children would pay RM 100 for child 1+ RM 50 plus ½ the missionary rate for child 2)

**9. Individual Professional Development:** The school will budget RM 1900 per year per full time employee for his/her professional development from the time of employment. A part-time employee will receive a prorated amount based on their part-time work percentage for that year. Unused funds can be held over from year to year but may not exceed RM 3800. Staff cannot draw from future years. The employee may not use professional development funds during the last semester prior to completion of his/her term of employment.

If the administration requires the employee to attend a professional development session, the school will cover the employee's total cost of attendance; funds may also be drawn from individual's professional development fund.

**10. Retirement Benefit:** The employee will receive 12.5% of his/her monthly salary (amount listed on the salary grid) as a pension contribution. This money is to be invested monthly in a retirement program of the employee's choice. This can be either FICA or any legitimate retirement plan (Roth IRAs, retirement savings plans, or annuities sponsored by insurance companies, banks, mutual funds, or other financial institutions). Selection of the retirement plan is the responsibility of the employee. The employee will have the full retirement contributions credited, retroactive to the beginning of the present contract year, once proof of contributions has been received by the finance office.

If the employee is age 62 or over at the time of completion of employment and has accumulated the equivalent of at least eight years of full-time service to Dalat International School, he/she will be given a cash retirement bonus of RM 375 times the number of years of service

## **Leave**

**11. Sick Leave:** The employee may take a paid absence from work during the school year when he/she is ill or is required to take care of a dependent or spouse who is ill. Any leave beyond three days requires a doctor's certificate. The length of the leave will be determined after consultation with the director.

**12. Bereavement Leave:** When an employee anticipates or experiences the loss of a family member (parent, spouse, sibling, child, grandparent, or grandchild), the employee and spouse, on request, will be granted a maximum of two weeks paid leave to be with that family member or to attend the funeral.

**13. Maternity Leave:** An employee who gives birth will be given 63 consecutive days of paid leave during the contract year, beginning with the birth of the child. Other options can be negotiated with her immediate supervisor and the director.

**14. Adoption Leave:** Paid adoption leave will be granted for one parent while employed at DIS, immediately prior to or following the adoption of a preschool child. If leave is required, up to two weeks paid leave may be arranged with the immediate supervisor and the director.

**15. Discretionary and Emergency Leave:** Leave not covered in this contract is considered a discretionary leave and may be granted by the director due to unique and unusual circumstances not already covered in the contract. Discretionary leave may or may not be remunerated. Such leave must be requested at least one week in advance, except in cases of emergency leave.

**16. Home Leave:** Round-trip air travel for a leave to the employee's home of record will be provided after the second and fourth years of full time employment for the returning employee and dependents living with him/her. This benefit includes:

- air tickets at the most economical fare and direct route, as determined by the director
- one night lodging during the trip to the designated destination (if necessary and not provided by the airline). A maximum of two nights total will be allowed, one night "going" and one night "coming back."
- limited insurance coverage according to the DIS insurance provider's policy
- salary and child allowance at the same amount as received during the school year

In lieu of the above employee and dependent travel benefit, each full-time employee will receive a RM 3800 cash payment. Part-time employees will receive this benefit at a prorated amount.

**17. Sabbatical Leave:** After each eight years of service, a full-time employee may submit a professional development plan to the director for a one-year sabbatical. A request for an earlier date for sabbatical leave may be granted by the administration at the approval of the board. The employee must return for a minimum of 2 years after the sabbatical leave. If the employee chooses to terminate employment after his/her sabbatical leave and before the agreed years of service are completed, he/she must reimburse, at a prorated amount, the cost of the sabbatical leave (50% per year). If the employee does not return because of school or government decision, the employee will not be required to reimburse the cost of the sabbatical leave.

If sabbatical leave is granted, the following benefits may apply and be covered by DIS:

- Funds to cover the parts of the plan (tuition, fees, registration charges)
- The employee and his/her dependents living with him/her would receive round trip air tickets at the most economical fare for the most direct route as determined by the director.
- Insurance coverage would continue throughout the sabbatical at the school's cost.
- Salary and child allowance will be paid to the employee during sabbatical leave at the same ringgit amount that he/she would qualify while working at Dalat International School.
- The employee will receive a housing allowance according to the following schedule:

Single	US\$700/month
Couple	US\$800/month
Families with Children	US\$1000/month

**18. Conclusion of Employment:** An employee is under contract until June 30 of the contract year and normally is expected to vacate the housing provided by that date. The final year-end check-out process usually requires the employee to stay only 7 days after the last day of the academic school year. Permission to leave sooner than the 7 days above or to stay later than the June 30 contract date requires director approval.

Upon completion of the employee's term of employment, the following benefits will apply:

- Air travel will be provided for full-time overseas-hired employees and all their dependants, currently residing in Malaysia, to their home of record at the most economical fare for the most direct route as approved by the director.
- Each full-time overseas-hired employee will be entitled to a baggage or shipping allowance equivalent to RM 1000. RM 500 per child and RM 500 per nonworking spouse will be added to the employee's total baggage/shipping allowance. Only one employee per family may claim this dependant baggage/shipping allowance.

**19. Severance Pay:** Employees with four or more consecutive years of employment by DIS will receive a severance pay equal to two months of their current salary and child and housing allowances at the conclusion of their employment with Dalat International School.

**20. Non-Fulfillment of Contract:** If the employee terminates employment prior to his/her contract completion, he/she will not receive any termination benefits, except for extenuating circumstances as determined by the DIS director. (This clause comes into effect on the date of signing of each new contract. The dates for the rest of the contract are those of the annual employment year.)

If the employee terminates the contract within the first 2 years of employment, the employee will be responsible to reimburse the school, at a rate prorated per semester, for the expenses incurred by DIS to hire and relocate the employee and his/her family to DIS. These expenses may include but are not limited to the following: relocation allowance, flights, visa/work permit, medical insurance.

If DIS terminates the employee's contract prior to contract completion, employee benefits will be determined by the DIS director. Except in extremely unusual circumstances full termination benefits will be paid.

## Other Benefits

**21. Fees:** All passport, visa, local income tax, and work permit levy fees will be paid on behalf of the employee and dependents as required for employment or schooling purposes. The employee will provide the necessary cooperation in assisting the school office staff designated to complete and file local income tax and other necessary forms. The employee is responsible to ensure that all pertinent documents, such as passport, remain current. The employee will be charged for any penalties that are levied for documentation being outdated due to employee oversight.

**22. Double Benefits:** If the employee receives a benefit package from his/her sponsoring organization or company, he/she is responsible to inform DIS and will not be entitled to the same benefits from DIS. If an organization or company's benefit package is of lesser value, DIS will subsidize the employee's salary and or benefits to the point of equality with DIS's salary and benefit package.

### 23. Longevity Benefits:

- a. Schooling is provided for each employee's children attending DIS at the rate of RM 100 per child (RM 200 per family maximum) per semester.
- b. Medical insurance will be provided up to RM 3800 for each unmarried dependent child in full time study beyond high school graduation and outside of Malaysia. Evidence of full-time enrollment must be provided on a semester basis.
- c. An annual pension contribution bonus of RM 1900 will be provided and deposited in the employee's chosen retirement plan/fund, at the end of each school year
- d. The employee and unmarried dependents living with him/her will be provided with round-trip air travel to their home of record every year. Singles will receive this benefit beginning the third year of their contract. Employees who choose to receive cash in lieu of tickets will receive RM 3800 per full-time employee. Part-time employees may choose to receive cash in lieu of tickets prorated according to their part-time work percentage.
- e. DIS will provide one round-trip air ticket, for an employee's unmarried child who has studied at DIS and is under the age of 22, for the purpose of visiting his/her family in Malaysia. This benefit is only offered once per child during the employee's employment at Dalat.
- f. Upon signing a two-year contract, the employee will receive an annual renewal bonus of RM 1900 which will be paid to the employee at the end of each year of the two-year contract. Notice of intent to continue must be given to the director by December 15 prior to the first renewal year in order to receive this bonus.
- g. The employee may apply through the school administration to the School Board for financial assistance in obtaining advanced degrees.

## Salary Grid 2007-2008

Years of Experience	Grid	A	B	C	D
		No Degree	Degree*	Degree*	Adv. Degree**
		Uncertified	Uncertified	Certified	Certified
0	1	2014	2173	2261	2333
1	2	2064	2228	2317	2391
2	3	2116	2283	2375	2451
3	4	2168	2340	2435	2512
4	5	2223	2399	2496	2575
5	6	2278	2459	2558	2640
6	7	2335	2520	2622	2706
7	8	2394	2583	2687	2773
8	9	2453	2648	2755	2842
9	10	2515	2714	2823	2914

Amounts listed are in Malaysian Ringgit

\* Bachelor of Arts, Bachelor of Science, Bachelor of Education

\*\* Masters, Doctorate

## Life-Style Statement

Each employee must be in agreement with the following Dalat International School Life-Style Statement.

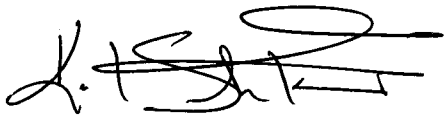
*As a staff member of DIS, I have been called to prepare young men and women to live fully for God. In order to accomplish my mission, I acknowledge that I have a personal relationship with Jesus Christ as my Savior and Lord and I am committed to living a fully consecrated life. Such a life will necessarily place a priority on prayer, Bible study, corporate worship, servant-hood, evangelism, and discipleship.*

*In cultivating a Christ-centered perspective on all of life:*

- I will honor God in all my relationships and activities and will strive to rid myself of anger, greed, impure thoughts and whatever else belongs to my "sinful" nature (see Galatians 6:19-21).*
- I will practice compassion, kindness, humility, gentleness, and patience and choose to bear with and forgive others.*
- I will submit to the authorities God has placed over me and abide by Dalat International School policies as well as Malaysian laws.*
- I will exercise godly wisdom, sensitivity, discipline, and balance in my lifestyle choices; in order to avoid offense and provide a godly model for my students, colleagues, and community.*
- In the event of a disagreement with a fellow staff member or student, I will address my concerns directly in keeping with the principles of Matthew 18, thereby preserving the unity of the school community*
- I will earnestly strive to honor God with all that I say and do, and to love others as evidence of my love for God.*

I agree to abide by the conditions of the contract and Life Style statement as presented to me by DIS.

\_\_\_\_\_  
Employee's Signature



\_\_\_\_\_  
Date

February 23, 2007

\_\_\_\_\_  
Director's Signature  
Karl Steinkamp

\_\_\_\_\_  
Date