



Search Associates

Agreement Between Candidate And Search Associates

You will note that some provisions in this agreement are worded quite firmly. The strong wording is meant to emphasize how important it is that candidates be certain, before accepting an offer of a job, that they will definitely honor the commitment thus made and will absolutely NOT renege or break contract.

PLEASE PRINT ALL THAT FOLLOWS HERE, COMPLETE BY HAND "PART B", SIGN EACH PAGE, AND SEND BY AIRMAIL TO THE SENIOR ASSOCIATE WITH WHOM YOU REGISTER. (Candidates registered with the Harry Deelman branch should address it to: Harry Deelman, P.O. Box 168, Chiang Mai 50000, Thailand)

PART A - CANDIDATE AGREEMENT

1. If I receive – as a result of either a Search Associates recruitment fair or an introduction to a school through Search Associates – a written or verbal offer of a contract (including an offer by telephone, email, fax or any other means of communication), and if I accept this offer in writing, verbally, by telephone, email, fax, or any other means of communication, I agree that my commitment is binding.
2. I understand that Search Associates assures the schools which it serves that its candidates will act with integrity and will honor all their agreements. In view of this, I agree that I will carefully consider all offers, and will not accept one unless I fully intend to honor my commitment. If I subsequently fail to honor a verbal or written agreement, letter of intent, or contract – noting that Search Associates and all international schools feel strongly that any verbal or written employment agreement must be honored – then I agree to pay the full placement fee to Search Associates or to the school. (Example: If a hired candidate were to renege on – or "quit" before completion of – a contract, the penalty payment due from the candidate will be US\$ 1,500 for a teacher or US\$ 2,500 for an administrator.) Should I renege on a contract before arriving at the school, I will pay the full penalty fee to Search Associates. If I resign before completing a contract, but AFTER having begun employment at the school, I will pay this penalty fee directly to the school before departure. Furthermore, I understand that if I renege on a contract or do not complete a full contract, Search Associates will no longer represent my candidacy, and will also notify other recruitment agencies of my actions.
3. I agree that I will be responsible for any additional costs of legal action or other expenses (including payment to collection agencies of the full penalty amount plus the extra fees and interest charged by the collection agency) incurred by Search Associates to collect any payments due under the terms of this agreement. I also agree that I will be responsible for any similar expenses incurred by Search Associates as may be necessary to protect the limited use of my password or other confidential information spelled out in the terms of this agreement.
4. In order to avoid "double jeopardy" I understand that if I am interviewed by the same recruiter at two or more different recruitment fairs, any resulting placement fee will be paid by the school to the organization sponsoring the fair at which the initial interview took place. (EXCEPTION – If the recruiter interviews the same candidate at a later fair for a different position, one that was not posted at the earlier fair, then the fee will be paid to the organizer of the later fair.)
5. I agree that, if I contact any schools through my use of the Search Associates web database or if I contact any schools based on information received in the Search Associates daily email, or on the Search Associates web database, or if a school contacts me, I will identify myself to the school as a Search Associates candidate. Should I communicate by email, I will send a copy to the senior associate with whom I am registered.
6. If I find an opening by visiting the vacancy pages on the Search Associates website, or through the information received in the Search Associates daily update email and subsequently contact the school and am hired by that school, I agree that this constitutes a Search Associates placement. *
7. If a school visits my application form on the Search Associates website, and subsequently contacts me and hires me, I agree that this constitutes a Search Associates placement. *

*** PLEASE NOTE: ALL CANDIDATE AND SCHOOL ACTIVITY ON OUR WEBSITE IS AUTOMATICALLY RECORDED ELECTRONICALLY, IN DETAIL, FOR OUR PERMANENT RECORDS.**

8. I agree that I will not share vacancy information from this site with any other person, and I will not give my password or username to any other person.
9. I agree to notify Search Associates **WITHIN SEVEN DAYS OR SOONER** of accepting any verbal or written offer of employment, and will **ALSO** provide the name and location of the school which hired me and the means by which I obtained this position, **REGARDLESS OF WHETHER THE OFFER COMES THROUGH SEARCH ASSOCIATES OR OTHERWISE.**
10. I agree that, **IMMEDIATELY** after accepting a verbal or written offer, I will log on to my web application form and will indicate that I am no longer available. In doing so, I realize that I will help avoid confusing and wasting the time of recruiters who might otherwise think that I am still available.
11. Should my spouse, partner or "significant other" (at the time of my placement) also be placed – full time or nearly full time – in the same school within 13 months of my starting date, whether registered with Search Associates or not, I agree that in this case we will inform Search Associates promptly and that Search Associates has the right to apply its usual placement fees in this case – as outlined on the Search Associates website. The placement fee is paid entirely by the School; there is no candidate portion.
12. I understand that completion of this form does not assure my acceptance as a registered Search Associates candidate nor as a participant at a job fair. I understand that acceptance at one Search Associates Recruitment Fair does not necessarily convey acceptance at all subsequent fairs. (The reason for this is that the level of "competition" varies somewhat from one fair to another and we wish to avoid inviting candidates to a fair which would be inappropriate for them.)
13. I understand that my application form and my password will be active only until I have found a position in an International School, either through Search Associates or any other way, **OR** for a maximum of 3 years if a position is not obtained sooner than that.
14. I understand that I should frequently update my availability status on my web application; if I do not update my availability status on my web application form for 60 days, or if I do not respond to repeated attempts by Search Associates to reach me by email, or if I do not keep my contact information current, my application may be deleted from the website, and I may need to complete the application form again.
15. I understand that if a candidate decides to discontinue searching actively for a position, his or her access to vacancy information will be restricted until such time as the candidate notifies Search Associates that he or she is resuming an active search. I understand that my password can remain active only if I am actively searching for a position in the current recruiting cycle.
16. Please note also that, for all candidates **EXCEPT** those registering with the British branch of Search Associates (see below), the candidate database user fee, effective 15 August, 2006, will be US\$ 200** for a three year period, or until the candidate accepts a position in an international school (whether through Search Associates or otherwise), whichever comes first. The US\$ 200** database user fee also includes attendance at one Search Associates recruitment fair. As has always been the case, there is an additional fee of US\$ 50** for attendance at each subsequent fair should it be necessary to attend one.

** Or the approximate amount in other currencies for candidates registering with Senior Associates outside of the U.S. Exceptionally, British branch candidates are not charged registration fees since these are not permitted by law in the UK. However, they are required to pay an amount to cover catering and other services provided by the hotel at any Search Associates recruitment fair - refer to David Cope of Search's UK Branch, for details.
17. It is agreed that Search Associates is authorized to release my file to schools, and persons who are considering me for a position.
18. It is agreed that my file and its contents will be the property of Search Associates and will remain strictly confidential.
19. It is agreed that I waive right of access to any and all confidential letters or evaluation forms in my file. I understand that Search Associates, having promised confidentiality to my referees, will under no circumstances release this information to me. If I cannot accept this restriction, I will withdraw this application.
20. By submitting the Search Associates Application For Registration Form and this accompanying agreement, signed and dated by me, I also certify that all statements I made on the aforementioned application form are complete, true and correct to the best of my knowledge. By submitting the aforementioned application and this agreement I authorize investigation of all statements I recorded in my application.
21. I further understand that, if I enter any false information on this application form, Search Associates has every right to expel me from the Search Associates register of candidates. Further, inclusion of any false information may be deemed due cause for the school which hires me to consider my contract null and void and for the school to have the right to require me to reimburse the school for all fees, allowances, transportation costs and/or other costs incurred in my hiring.
22. Finally, by submitting the Search Associates Application For Registration Form and this agreement I certify that I have read carefully all provisions outlined above, I understand all these provisions, and I agree to abide by **ALL** of these provisions.

PART B - CONFIDENTIAL INFORMATION

Please note that the information contained in numbers 23 through 25 (below) will be considered highly confidential and will NOT APPEAR ANYWHERE except the hard copy of your original signed agreement form, our only copy of which will be kept in your confidential Search Associates file.

Please enter all information below in handwriting or typing AFTER you print out this agreement.

23. Please write your Social Security Number (U.S. citizens only) _____
 OR National Identity or Passport Number (Citizens of other countries) _____

24. BACKGROUND INFORMATION. We apologize for asking questions such as these but, for security reasons, we have no choice. A "Yes" answer to some of these questions will not automatically disqualify you, but will serve to open a dialogue between Search Associates and you as a candidate. Please place your initials in the appropriate box after each question.

- a) Do you have a criminal record in any country? Yes No
- b) Have you ever been dismissed, or have you ever resigned, following accusation of inappropriate behavior with students? Yes No
- c) Are you on any national or international register stating that you are unsuitable for working with children? Yes No
- d) Have you ever terminated, or ever had terminated, a teaching or administrative contract prior to the contract expiration date? Yes No
- e) Have you ever had a contract "non-renewed" at the expiration of the contract? Yes No
- f) Have you been refused service or registration by any employment agency specializing in international teacher or administrator placement? Yes No

If you have answered "Yes" to any of the above and wish to include an initial BRIEF explanation here, please do so. Thank you:

25. NOTE: As we all know, the internet has become both a blessing and a curse. It is more and more common for recruiters (or even curious teachers and parents) to undertake a "google" search or similar internet-usage investigations of a newly hired teacher, in order to ensure that due diligence is done; and sometimes highly embarrassing information, not necessarily accurate, is uncovered as a result. Indeed, there are recent cases in which a school has terminated a new contract for this reason. Search Associates recommends that you try "investigating" your own name and – if there is any need at all – NOW is the time to confide in us by telephone or by e mail so that we can provide counsel and advice.

Is there anything you wish to tell us in complete confidence? Yes No

26. **Please write in your user name and password here.**

Username Password

27. Please list the Search Associates Recruitment Fairs you may wish to attend:

28. Please list all other non-Search Recruitment Fairs you may possibly attend: _____

29. By my signature below I certify that I have carefully read all provisions, 1-22 above, that I understand these provisions and that I agree to abide by each and every one. I further certify that my answers to questions 23 and 24 are truthful and accurate, and that falsifying any information in these questions or in any part of my application form will be cause for disqualifying me as a Search Associates candidate

Signature _____
 Please Print Full Name _____
 Date _____

IT IS NOW ESSENTIAL TO DO THE FOLLOWING:

- A. Print out two copies of this agreement.
- B. Please complete all hand-written entries including signing and dating each page, thereby signifying your acceptance of the entire Agreement.
- C. Mail one copy of this signed full agreement to your specific sponsoring associate within Search Associates.
- D. Keep one copy for your permanent records.