

YUNNAN BOJIAN TRAINING SCHOOL Employment Contract

云南博见培训学校外籍教师聘用合同

This contract is made between:

合同双方:

Yunnan BOJIAN training school ltd.-- (here in after "The Employer"),

云南博见培训学校有限公司 (以下简称“聘用方”)

And Mr./Ms. _____ (hereinafter "The Employee")

和 _____ 先生/女士 (以下简称“受聘方”)

Citizen of _____ Passport Number _____

_____ (国家) 公民 护照编号 _____

Home address: _____

住址: _____

Starting _____, _____ until _____ day of _____, _____

始于____月____日, _____; 止于____月____日, _____

(UNLESS PRIOR TERMINATION OF THE EMPLOYEE'S CONTRACT OCCURS IN ACCORDANCE WITH THE TERMS AND CONDITIONS STATED IN THE TERMINATION CLAUSE OF THIS CONTRACT)

(非有合同中终止条款写明的条款和情况, 受聘方的合同不能提前终止)

THIS CONTRACT IS SUBJECT TO CHANGES THAT COMPLY WITH LOCAL LABOR LAWS (PRC LABOR LAWS). HOWEVER, WHEN THE LOCAL LABOR LAWS (PRC LABOR LAWS) DO NOT ADDRESS SPECIFIC TERMS OF THIS CONTRACT, THIS CONTRACT WILL PREVAIL.

本合同依据中华人民共和国劳动法规的变化而产生相应改变; 当中华人民共和国劳动法规未对合同中条款作出规定的, 依本合同执行。

The Employee will undergo 1-month probationary period. During this time the Employer reserves the right to terminate this contract as outlined in the Termination section.

受聘方将有 1 个月的试用期。试用期内聘用方有权根据终止条款的规定终止本合同。

The Employer and the Employee hereby agree upon the following terms and conditions:

聘用方和受聘方同意以下条款:

Employment 聘用工作

The Employee is hired to be an English teacher to teach aged 6-12 kids' English. The working site is in Block 7 2nd Floor, Hongxingmeikailong, Guangfu Road, Kunming.

聘用方将任职 6-12 岁儿童的英语老师, 担任英语教学工作。工作地点为昆明市广路路红星美凯龙 7 幢 2 楼。

Duties 职责

The following duties are expected of the Employee:

受聘方应尽到以下职责:

I) Providing Certificates such as Teaching ESL or other forms of ELT such as the OHP, IELTS, TOEFL etc. To get the Job Visa and Living permitting Documents, relating Documents needed.

1) 提供教授英语 (第二语言) 或其他形式的英语教学的职业资质, 如 OHP, IELTS, TOEFL 等。为了获取工作签证及居留证, 其它相关的文件也是必需的。

II) Planning lessons and supplemental activities as well as developing existing and experimental curriculum. Said lesson plans must be kept on file and may be subject to periodical audits.

2) 除日常课程和额外课程外, 还应做好课程及课堂活动的计划。上述课程计划务必备案, 并准备好接受定期审核。

III) Taking attendance of all classes as well as recording all activities and progress on a class per class basis in the teacher's logs.

3) 在考勤板上记录好所有课堂活动及进程，并备注本班学生出勤情况

IV) Get to the working site before _____ with all the required licenses and Documents including Job VISA and Living permitting from the government. Following the law and rules in China. Other duties assigned by the school in their working schedule.

3) _____月_____日前，携工作签证及居留证到上述工作地点报到，遵守国家法律及规定，在其他由学校安排的在其工作时间内的职责。

Obligations 义务

The following obligations are deemed appropriate and of which the Employee must adhere:

受聘方应尽到以下适当义务：

I) All information submitted to the Employer upon application from the Employee including C.V., certificates of higher learning as well as any ESL formal training and references are authentic.

1) 受聘方提交给聘用方的申请中所有信息都必须是真实的，包括简历、高等教育证书以及 ESL 培训证书和证明等。

II) The Employee shall abide by the regulations and laws of the government of the PRC.

2) 受聘方应遵守中华人民共和国的法律法规。

III) The Employee shall maintain the image of the Employer and its staff with a professional and respectful order of conduct and manner.

3) 受聘方应以专业和礼貌的态度和行为维护聘用方及其所有员工的形象。

REGULATIONS AND BENEFITS 制度与利益

See Foreign Teachers Handbook

参见外教手册

Handbook should be read and understood prior to signing this contract. Signing this contract indicates that the employee is willing to abide by all terms and regulations therein.

受聘人签订本合同之前须先阅读并理解外教手册内容。签订本合同即为受聘人愿意遵守外教手册内规定的条款与制度。

Monthly Salary 月薪

The Employee will receive a basic salary of _____RMB_____ teaching hours per month.

受聘方的基本月薪在 1 个月试用期时为_____元_____小时的教学时间

Extra Hour Salary 额外课时薪水

The Employee will be paid at _____RMB per class hour for any extra hours worked.

受聘方当月的额外课时费用将以每小时_____元人民币计算。

Termination 终止

The following violations may lead to the Employee's termination with loss of all severance entitlements and bonuses:

下述违规情况将会造成聘用合同的终止及权利与奖金的丧失：

I) The Employee violates local laws.

1) 受聘方违反当地法律。

II) The Employee brings the school into disrepute through their conduct.

2) 受聘方因自己的行为使学校名誉受损。

II) The Employee has had three complaints filed against them within a two month timeframe. These complaints will be reviewed on a case by case basis. (including: go and back on time, no reason for leaving, ect)

3) 受聘方在两个月内受到三次投诉。这些投诉将会按具体情况分析(包括：按时上下班和旷工)。

IV) The Employee discloses to a third party the details of their contract.

- 4) 受聘方向第三方透露其合同的细节。
- V) The Employee has been found to be of unsound mind/health.
- 5) 受聘方被发现患有精神问题或健康问题。

VI) At any time during the probationary period, the Employer deems the Employee to be unfit for employment with this company.

- 6) 试用期内任何时候，聘用方认为受聘方不适合被聘用。
- VII) The Employee engages in unethical relationships with any Owen’s staff (within their branch) or students, either on premises or outside.
- 7) 受聘方与其他学校员工或学生在校内或校外卷入了缺乏职业道德的事件。

Both the Employer and Employee have the right to terminate this employment contract with a one-month notice in writing if either has failed to adhere to the terms and conditions set forth in this contract. This notice must be acknowledged by both parties as well as the Human Resources Department. 如果聘用方和受聘方不能再坚持合同中陈述的条款，在提前一个月以书面告知的前提下，双方都有终止该聘用合同的权利。同时该书面告知需经人力资源部门并被聘用方和受聘方双方所认同。

Renewal of the Agreement 合同续签

On completion of this contract, the employee and the employer may agree to negotiate suitable terms and conditions in order to renew this contract. 本合同完成，受聘方和聘用方双方可就适当的条款进协商,达成一致后续签。

This Agreement shall be interpreted according to the laws of the People’s Republic of China. There are two copies to this Agreement, both Employer and Employee will keep one copy upon signing. 依据中华人民共和国的法律，本合同将被译为中文。本合同一式两份，每份合同上都将有聘用方和受聘方双方的签名。

“Local labor laws” in this contract equals to “the People’s Republic of China’s labor law”. “Local currency” in this contract equals to “renminbi (RMB)”. 本合同中的“本国劳动法”系指“中华人民共和国劳动法”。 本合同中的“本国货币”系指“人民币”。

The Employer 聘用方
Yunnan bojian traning school ltd.
 云南博见培训学校有限公司

The Employee 受聘方

Date 日期

Date 日期