

**Employment Contract**  
**聘用合同**

This contract is made between:

合同双方：

\_\_\_\_\_Owen Foreign Language School- (hereinafter "The Employer"),  
\_\_\_\_\_欧文外国语学校 (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 (home country): \_\_\_\_\_  
住址：\_\_\_\_\_

Starting \_\_\_\_\_ day of \_\_\_\_\_, 2018 until \_\_\_\_\_ day of \_\_\_\_\_, 2021  
始于\_\_\_\_\_月\_\_\_\_\_日, 2018; 止于\_\_\_\_\_月\_\_\_\_\_日, 2021

(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 a 3-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 3 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 teach English as a Second Language exclusively for Kunming Owen Foreign Language School.

受聘方于受聘期间只能在本英语 (中国昆明) 学校教授英语 (第二语言)。

**Duties 职责**

The following duties are expected of the Employee:

受聘方应尽到以下职责：

I) Teaching ESL or other forms of ELT such as the GAC, IELTS, TOEFL etc.

1) 教授英语 (第二语言) 或其他形式的英语教学, 如 GAC, IELTS, TOEFL 等。

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

2) 完善常规课和特殊课的同时, 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) Preparing, facilitating and grading tests as well as assessing student progress (in the form of report cards) as assigned by the administration and education departments.

4) 应准备、协助并批阅试卷, 并在教学部配发的学生成绩反馈表上评估学生的学习情况。

V) Assisting administration with intake, pre-testing and placement of potential students.

5) 协助相关部门做好学生的试听、预考和排班。

VI) Joining Employee training programs, workshops or seminars organized by the school.

6) 参加学校组织的受聘方常规培训、教材培训或研讨会。

VII) Organizing and attending relevant social programs or celebrations organized by the school.

7) 组织并出席学校组织相关的社交活动及庆祝活动。

VIII) Participating in promotional/marketing programs including English Corner organized by the school.

8) 参加学校组织的回馈/营销活动, 如英语角。

IX) Attending all relevant teacher meetings scheduled by the school.

9) 参加学校组织的所有与教师相关的会议。

X) Other duties assigned by the school in their working schedule.

10) 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:

受聘方应做到以下适当义务：

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。

IV) The Employer reserves the right to re-assign the Employee to work in an affiliated branch, a Public Institute of learning, corporation, or private family with proper notification. The Employee is hired with the realization he may be assigned to another Branch.

4) 在适当通告后，聘用方有权将受聘方再分派到附属机构、公立学校、公司、家庭工作。

### **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。

### **Salary 薪水**

#### **The First-year salary 第一年薪水**

Monthly Salary 月薪

The Employee will receive a basic salary of **8,900 RMB** for **80** teaching hours per month. Tax is payable on a monthly salary over 4,800RMB per month by Chinese law (including bonuses and housing allowance) which will be deducted by the Employer where applicable.

受聘方的基本月薪为 **8,900 元人民币**，含 **80 个小时**。依照中国相关法律，月薪超过 **4800 元人民币**（包括奖金和住房津贴）将缴纳所得税，该税款聘用方将代为扣除。

#### **Working Days**

The employee is expected to work on Five days per week during most of the year except during summer and winter holidays when he is expected to follow school schedule arrangements (minimum one day off per week).

#### **Extra Hour Salary 额外课时薪水**

The Employee will be paid at **130RMB** teaching class hour for any extra hours worked.

受聘方当月的额外课时费用将以每小时 **130 元人民币** 计算。

#### **Monthly Bonus 月奖金**

The Employee will receive **200RMB** per month for having perfect attendance and no sick-days.

受聘方准时授课并且全勤将在当月获得 **200 元人民币** 的奖金。

#### **Housing 住房**

The Employer will provide **1500RMB** per month to the Employee for rent allowance. The Employee is required to pay all deposits and utilities. Any damages made to the Employee's domicile are their responsibility.

聘用方将每月为受聘方提供 **1500 元人民币** 用于房屋租赁。受聘方应支付所有的押金及水电气费用。受聘方对住房的损坏负责。

#### **Contract Bonus of First Year 第一年合同奖金**

Upon completion of contract the Employee will receive a **3,500RMB** bonus.

受聘方将基于合同的完成获得 **3,500 元人民币** 的奖金。

### **The Second-year salary 第二年薪水**

The Employee will receive a basic salary of **9,400 RMB** for **80** teaching hours per month. Tax is payable on a monthly salary over 4,800RMB per month by Chinese law (including bonuses and housing allowance) which will be deducted by the Employer where applicable.

受聘方的基本月薪为 **9,400** 元人民币,含 **80** 个小时。依照中国相关法律,月薪超过 4800 元人民币(包括奖金和住房津贴)将缴纳所得税,该税款聘用方将代为扣除。

#### **Working Days**

The employee is expected to work on Five days per week during most of the year except during summer and winter holidays when he is expected to follow school schedule arrangements (minimum one day off per week).

#### **Extra Hour Salary 额外课时薪水**

The Employee will be paid at **140RMB** per teaching hour for any extra hours worked.

受聘方当月的额外课时费用将以每小时 **140** 元人民币计算。

#### **Monthly Bonus 月奖金**

The Employee will receive **200RMB** per month for having perfect attendance and no sick-days.

受聘方准时授课并且全勤将在当月获得 **200** 元人民币的奖金。

#### **Housing 住房**

The Employer will provide **1500RMB** per month to the Employee for rent allowance. The Employee is required to pay all deposits and utilities. Any damages made to the Employee's domicile are their responsibility.

聘用方将每月为受聘方提供 **1500** 元人民币用于房屋租赁。受聘方应支付所有的押金及水电气费用。受聘方对住房的损坏负责。

#### **Contract Bonus of Second Year 第二年合同奖金**

Upon completion of contract the Employee will receive a **4,000RMB** bonus.

受聘方将基于合同的完成获得 **4,000** 元人民币的奖金。

#### **The Third-year Salary 第三年薪水**

The Employee will receive a basic salary of **9,900 RMB** for **80** teaching hours per month. Tax is payable on a monthly salary over 4,800RMB per month by Chinese law (including bonuses and housing allowance) which will be deducted by the Employer where applicable.

受聘方的基本月薪为 **9,900** 元人民币,含 **80** 个小时。依照中国相关法律,月薪超过 4800 元人民币(包括奖金和住房津贴)将缴纳所得税,该税款聘用方将代为扣除。

#### **Working Days**

The employee is expected to work on Five days per week during most of the year except during summer and winter holidays when he is expected to follow school schedule arrangements (minimum one day off per week).

#### **Extra Hour Salary 额外课时薪水**

The Employee will be paid at **145RMB** per teaching hour for any extra hours worked.

受聘方当月的额外课时费用将以每小时 **145** 元人民币计算。

#### **Monthly Bonus 月奖金**

The Employee will receive **200RMB** per month for having perfect attendance and no sick-days.

受聘方准时授课并且全勤将在当月获得 **200** 元人民币的奖金。

#### **Housing 住房**

The Employer will provide **1500RMB** per month to the Employee for rent allowance. The Employee is required to pay all deposits and utilities. Any damages made to the Employee's domicile are their responsibility.

聘用方将每月为受聘方提供 **1500** 元人民币用于房屋租赁。受聘方应支付所有的押金及水电气费用。受聘方对住房的损坏负责。

#### **Contract Bonus of Third Year 第三年合同奖金**

Upon completion of contract the Employee will receive a **4,500RMB** bonus.

受聘方将基于合同的完成获得 **4,500** 元人民币的奖金。

#### **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。  
III) 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.  
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。  
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) 受聘方被发现有精神问题或健康问题。  
VI) The Employee has falsified any of their documents including personal, educational information or medical certificates.  
6) 受聘方伪造了其任一文件, 包括个人信息、受教育信息或健康证明。  
VII) At any time during the probationary period, the Employer deems the Employee to be unfit for employment with this company.  
7) 试用期内任何时候, 聘用方认为受聘方不适合被聘用。  
VIII) The Employee engages in unethical relationships with any Owen's staff (within their branch) or students, either on premises or outside.  
8) 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力。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。

#### **Violation of Contract 违约**

If an Employee wishes to terminate their contract without a valid reason or without negotiation with the Employer and helping to find his/her successor, 6000 RMB will be deducted as penalty and the Employer also reserves the right to deduct the Employee's one month payment. This solution will only be acted upon if after friendly negotiations, both parties cannot reach an amicable agreement.

如果在没有正当理由或没有与聘用方协商并协助其找到替任人的前提下, 受聘方终止合同将会被罚款 6000 元人民币, 且聘用方同时保有扣除受聘方一个月薪水的权力。该办法仅适用于下述情况: 经过友好协商后聘用方和受聘方双方仍不能达成友好协议。

#### **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行协商, 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  
Owen Foreign Language School (KM)  
昆明欧文外国语学校

\_\_\_\_\_  
The Employee 受聘方

\_\_\_\_\_  
Date 日期

\_\_\_\_\_  
Date 日期