

Sanxin Bilingual School
三鑫双语学校

Foreign Teacher Employment Contract
外籍教师聘用合同

Party A's information

1. Full Name: Sanxin Bilingual School
2. Legal representative: Tan Guozhi
3. Address: Sanxin Bilingual School, Sanxiang Town, Zhongshan City, Guangdong Province
4. Postcode: 528463

甲方资料:

1. 全称: 中山市纪中三鑫双语学校
2. 法人代表: 谭国志
3. 地址: 广东省中山市三乡镇三鑫双语学校
4. 邮编: 528463

Party B's information

1. Full Name(as it appears in the passport): Grant Haldane Wilson
2. Nationality: South African
3. Passport Number: A05728694
4. Home Address: 409 The Terraces Century City Cape Town South Africa
5. Telephone No.: 0743469337
6. Email Address: granthaldanewilson836@gmail.com

乙方资料:

1. 姓名(与护照相同): Grant Haldane Wilson
2. 国籍: 南非
3. 护照号码: A05728694
4. 家庭地址: 409 The Terraces Century City Cape Town South Africa
5. 电话号码: 0743469337
6. 邮箱地址: granthaldanewilson836@gmail.com

The above two parties, have entered into a legal and binding agreement that both party A and party B have agreed and signed to.

双方自愿签订本合同并保证认真履行合同中的各项义务。一旦签订, 该合同具有法定约束力。

I. The period of employment

Party B will be employed by Sanxin Bilingual School as a full-time English teacher for one school year from February 15, 2020 to January 23, 2021.

聘用期限

乙方受聘于甲方，并同意担任全职英语教师。聘用时间 2020 年 2 月 15 日至 2021 年 1 月 23 日。

Party B will serve a probationary period of 1 month . At the end of this period, party A will appraise his/her performance, and subject to good conduct and performance, his/her employment will continue with party A.

乙方试用期为 1 个月。试用期期满，甲方将对乙方的教学成绩进行评估，在符合行为和业绩良好的前提下，乙方将由甲方继续雇佣。

During the probationary period, party A has the right to terminate this Contract if party B is deemed unqualified on giving written notice of seven working days.

在试用期内，如果甲方认为乙方不符合录用资格，甲方有权解除本合同。甲方可提前七个工作日书面通知乙方。

II. Party A will provide Party B the following conditions in order to make sure Party B can work and live in the school smoothly

为了保证乙方在甲方工作和生活的顺利进行，甲方为其提供：

Party A will help Party B's get the work permit, and will be responsible for obtaining and paying the fees for insurance and physical examination record (in China). Party B will need to supply and pay for their own photo's that are required for the above documents. Party B will need to pay for the fee for residence permit.

相关证件的办理

甲方协助乙方办理聘期内所需的就业证、保险和健康证，乙方承担在中国办证的拍摄和冲洗办证所需照片的费用以及签证费。

2. Salary

Party A will pay Party B a monthly salary of 13000 Yuan (probation period a monthly salary of 12000 Yuan) before tax on the 10th of next month (if the 10th falls on a holiday, the pay day may be delayed a few days. the salary of the first month and the last month will be paid accord to the teaching period if the workdays are less than 30 days.

Party A will pay Party B a monthly salary of 5000 Yuan during the summer holiday and the winter holiday. The salary of the holiday will be paid 160 Yuan a day before tax if the workdays are less than 30 days.

The allowance of the Spring Festival will be paid 500 Yuan. The allowance of the Women's Day will be paid 100 Yuan (only women) . The allowance of Teacher's Day will be paid 1000 Yuan.

Due to Party A's school sports , examination, tourism and other arranged activities, Party B's salary will not be deducted.

工资

甲方从次月 10 日付给乙方上月工资，（如遇节假日，向后顺延）；税前月工资数额为 13000 元（试用期间税前月工资数额为 12000 元）。第一个月和最后一个月的工作时间少于 30 天，甲方按乙方实际课时数发给工资。

寒暑假期间甲方支付乙方月补贴 5000 元，不足 30 天则每天按 160 元补助。

其他待遇：春节 500 元，妇女节 100 元（限女性），教师节 1000 元。

因甲方组织校运会、考试、旅游等而不安排乙方上课时，不扣除课时费。

3. Medical care

Party B have to purchase the accident insurance in accordance with the Insurance Law of the People's Republic of China. Party A bear the insurance fee.

Party B will enjoy the same medical care as the Chinese teachers of the school in the school clinic at no charge. Party A will offer no medical care outside of school. Party B must inform his department for either by phone or in person for not being able to work due to illness at least half a day in advance. Party B must also obtain and fill out an absent of leave form , provide proof from the school clinic , or a doctor's certificate form .

医疗待遇

根据中华人民共和国保险法,乙方购买意外保险, 学校支付保费。

乙方享受与本校中国教师相同的医疗待遇, 校内看病免费, 在校外看病医疗费自付。如病假需超过半天, 乙方必须提前半天通知甲方, 可以通过电话的形式或者亲自告知所属部门因病不能上课, 并出具学校医务室或医院开具的证明。

4. Accommodations

Party A will provide Party B the use of (at no charge) a studio flats with an air-conditioner, a washing machine, a water heater, a table, a chair and 100 watts of electricity and 10 tons of water per month. Party B will pay for any additional electricity and water. If Party B doesn't live in the school apartment, Party A will pay Party B RMB 300 Yuan reimbursement per month. If Party B lives in the apartment during the summer holiday and winter holiday, Party A will also provide the same quantity water and electricity. Part B has to pay for any extra volume usage that is stipulated in the contract.

住宿与补贴

甲方免费为乙方提供单间、设备齐全的公寓宿舍, 设备有: 空调、洗衣机、热水器各一台, 桌子、椅子各一张。另外, 甲方为乙方每月免费提供 100 度电、10 吨自来水。若超出规定数额, 乙方支付该超额的费用。如果乙方不在学校住宿, 甲方每月提供人民币 300 元作为补贴。如果寒暑假期间乙方在学校住宿, 甲方依然免费提供上述数目的水电, 乙方依然要支付超额费用。

5. Holidays

During the time Party B works for Party A, the former will enjoy all Chinese public holidays. If any special cases happen to Party A, such as important school open day, May holidays and National holidays, Party B agrees to work in the weekend according to the temporary class schedule made by his department. The vacation is the same as the Chinese teachers, but Party B takes sole responsibilities upon himself for any incident or accidents while away from the school on holidays.

乙方在校任职期间, 享受中国所有法定的节假日。如果遇任何特殊情况, 例如学校开放日, “五一”节和国庆节假期调休时, 乙方同意按照所在部门临时课表的规定周末上班。在节假日期间, 乙方一切活动责任自负。按照法律规定, 乙方须向甲方提供假期的活动行程安排。

6. Plane tickets

Return air fare from China will be reimbursed on completion of this agreement which is valid for the whole agreement (payable to bearer). Maximum amount to be reimbursed per return ticket is

RMB 4000 Yuan.

机票费用

合同期满后，聘方将支付受聘方 4000 元的回程机票补助。

7. Meals

Party B can enjoy three meals per day in the school cafeteria at no charge.

用餐

乙方在甲方食堂内免费用餐。

8 Requirements for Party B

1. Party B must observe all the Chinese laws as well as the Sanxin Bilingual School.

2. Party B must respect Chinese moral standards as well as religious policies.

3. Party B agrees to work from 8:00am to 12:00pm; 2:00pm to 5:40pm Monday to Friday per week according to Party A's arrangement. Party B's work includes: teaching regular classes, doing extracurricular activities such as training Chinese teachers English as well as recording and writing Web Pages, helping to strengthen the English environment and doing other work arranged by his/her department.

4. Party B must complete the curriculum that is supplied so the students can achieve the achievable goals for each semester (term) and to maintain a good rapport with the parents, as well as maintaining the school reputation.

5. While working at the school, Party B doesn't work with other schools or companies.

6. Party B must work on time. Party B must inform his department for asking for casual leave at least half a day in advance. Party B agrees that the subsidy will be taken away from his salary to give the teacher who takes over his/her class for the period(s) missed. Party B agrees to be deducted 500 Yuan for missing a scheduled class and 100 Yuan for being late for class. Party B agrees to be deducted 80 Yuan (each class) for sick leave and 150 Yuan for casual leave(each class).

7. Party B's obligations will be a workload of no more than 20 hours for every work week.

乙方的权利与义务

1. 乙方必须遵守中国法律和甲方的规章制度。

2. 乙方必须尊重中国的道德标准和宗教政策。

3. 乙方服从甲方安排每周工作时间周一至周五早上 8:00 至中午 12:00，下午 2:00 至 5:40。工作内容包括：课堂教学、课外活动、中国教师英语培训、录音、网页制作、以及帮助营造校园英语环境等。具体工作由所属的部门负责安排。

4. 乙方必须完成教学任务，保证所有的学生达学年目标并帮助学校保持良好声誉。

5. 乙方在甲方工作期间不得在其他学校或公司从事第二职业。

6. 乙方必须按时上班。若需请事假，必须提前半天通知所在部门，请假期间的课时费将付给代课老师。无故旷课一节扣 500 元人民币，事假每节扣 150 元人民币，上课迟到一次扣 100 元人民币。病假每节扣除 80 元人民币。

7. 乙方每周课时不超过 20 小时。

V. Dismissal

Party A has the right to immediately dismiss Party B by providing such reasonable and adequate grounds as failing to teach or violating Chinese laws including school regulations. Before dismissal Party A should give Party B verbal warning(s). If no improvement from Party B after three (3) verbal warnings, the department (section) concerned should present a written warning (s) to Party B and ask

for the signature from Party B when the letter is delivered. If party B continues to default. Party A will dismiss Party B and refuse to pay Party B's expense of #6 of the second item

解聘

如果乙方无法进行正常教学，或违反中国法律或严重违反学校规章制度，甲方有权马上解聘乙方。

解聘前甲方应对乙方进行口头警告。如果 3 次口头警告后乙方毫无改进，所属部门将出示书面警告并要求乙方签名。如果乙方仍然没有任何进展，甲方将解聘乙方并且拒付乙方第二项第 6 款的费用。

VI. Resignation

During the time Party B works for Party A, if the former has appropriate reason to resign, he/she must hand in a written report to Party A. This must be submitted 30 days prior to leaving the position. If Party B gets the approval of Party A, Party A will pay Party B some of the expense of the #6 at a prorated percentage.

辞职

在合同期内，若乙方确有正当理由，可以向甲方提出辞职，但必须提前 30 天向甲方递交书面辞职申请，经甲方正式批准方能离职。甲方将按乙方在校服务时间，按比例酌情给予第二项第 6 款之费用。

VII. Termination of the contract

Either Party may terminate the contract during the contract term, but should provide the other Party 30 day's prior written notice. If Party B terminates the contract without an appropriate reason, Party A has the right to refuse Party B payment of salary and airfare or any other bonuses. Furthermore, Party B is obligated to pay Party A penalty of 5000 RMB for breaching the contract. If Party A cancels the contract without valid reason, Party A is obligated to pay Party B all the airfare, the rest of that month's salary and a breach penalty of 5000 RMB.

合同的终止

甲乙双方在合同执行期间都有权利终止合同，但是必须提前 30 天提交书面通知对方。若乙方无故解除合同，甲方有权拒绝支付乙方当月工资、机票费用以及其它福利待遇。除此之外，乙方还应当向甲方支付 5000 元的违约金。若甲方无故解除合同，甲方应当向乙方支付当月的工资、机票费用和 5000 元的违约金。

VIII. This contract has two copies, one for each Party concerned.

该合同一式两份，甲乙双方各持一份。

IX. This contract is effective on the day of execution by both Parties.

该合同由甲乙双方签字当天起生效。

●Party A: Sanxin bilingual School

甲方：三鑫双语学校

Signature(full name) 签名（全名）：_____

Date（日期）：_____

●Party B 乙方: *Grant Haldane Wilson*

Signature(full name)签名（全名）：Grant Haldane Wilson

Date（日期）：28/10/2019

