

# Full Time Employment Contract

## V 2011



**Shanghai Minhang Vision Education Center** (hereinafter referred to as “The School”) employs \_\_\_\_\_ (hereinafter referred to as the “Foreign Teacher”) in the position of **English Language Teacher** in the form and manner and under the terms and conditions set forth herein in this contractual agreement and rules and regulations listed in the handbook issued by The School. This agreement renders null and void any previous verbal or written agreements between The School and the Foreign Teacher.

## 1. Duration of Agreement

### 1.1

The duration of this agreement will be \_\_\_\_\_ months from \_\_\_\_\_ to \_\_\_\_\_, and the probationary period will be \_\_\_\_\_ month(s) from \_\_\_\_\_ to \_\_\_\_\_.

## 2. Working Locations

### 2.1

The Foreign Teacher will be assigned to work in several different branches of The School. The School has nine [9] sites in and around Shanghai and Foreign Teachers will normally be allocated to a maximum of three [3] schools but to no more than four [4] schools.,

**PLEASE REFER TO THE STAFF HANDBOOK FOR A FULL LIST OF SCHOOLS**

The Foreign Teacher should be aware that they may also be appointed to work at any newly established branches of The School which may be set up.

## 3. Working time, Days off, Responsibilities and Payment

### 3.1

The Foreign Teacher shall work five [5] days in thirty [30] hours in which is divided into twenty [20] teaching hours and ten [10] office hours per week and have two [2] days off. The normal schedule is as following:

Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Working hours			4.25	4.25	4.5	8.5	8.5
Time	Day off	Day off	15:15--20:00	15:15-- 20:00	15:00-- 20:00	8:00— 17:00	8:00— 17:00

Notes:

1. Thirty minutes [30] break per day is not included in the thirty [30] working hours.

2. Teaching hours means class time teaching in the classrooms; Office hours includes class preparation time, after class work time and meeting time.
3. The working week may be subject to change around scheduled holidays when it may be necessary to work on a day when the Foreign Teachers are not normally scheduled to work.

### 3.2

The Foreign Teacher shall take the responsibility to teach 12 classes with no more than 20 teaching hours after the probation period.

#### 3.3.1

For the first two [2] week's work the Foreign Teacher will receive a salary of ¥4000 RMB before tax. This salary will be held two [2] weeks in arrears.

From the 3<sup>rd</sup> week to the end of the first month's probationary period, the Foreign Teacher will be in the classroom teaching up to 10 classes per week and they will receive a salary of ¥5000 RMB before tax.

#### 3.3.2

After the end of the first month's probationary period, The School will pay the Foreign Teacher as the following structure: ¥\_\_\_\_\_RMB for every teaching hour and ¥\_\_\_\_\_RMB for office hour.

#### 3.3.3

The Foreign Teacher will receive the base pay of ¥\_\_\_\_\_RMB for a month when The Foreign Teacher has classes less than \_\_\_\_\_ per week.

### 3.4

The School will pay the Teacher over pay when the Teacher work as following:

Within 30 hours (include 30 hours)	Teaching more than 20 hours with no more than 12 classes ( include the 12 <sup>th</sup> . class)	Pay RMB ____ for every teaching hour
	Teaching more than 12 classes ( not include the 12 <sup>th</sup> . class)	
Over 30 hours (not include 30 hours)	Teaching more than 20 hours ( not include the 20 <sup>th</sup> . hour) with no more than 12 classes (include the 12 <sup>th</sup> . class)	Pay RMB ____ for every teaching hour
	Teaching more than 12 classes ( not include the 12 <sup>th</sup> . class) without over office hour	Pay RMB ____ for every teaching hour
	Teaching more than 12 classes ( not include the 12 <sup>th</sup> . class) with over office	Pay RMB ____ for every teaching hour, and pay

	hour	RMB30 for every office hour
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### 3.5

The Foreign Teacher will have paid holidays, health insurance, end year bonus, additional bonus as benefits.

**PLEASE REFER TO THE STAFF HANDBOOK FOR FULL DETAILS**

## 4. Work Visa and Residence Permit

### 4.1

At the end of the Foreign Teacher's probationary period The School will apply to the government of the People's Republic of China for the necessary Teaching Expert's Certification and Residence Permit to enable the Foreign Teacher to legally carry out their duties.

### 4.2

The School will pay the necessary fees for the acquisition of the Teaching Expert's Certification and Residence Permit in the following manner:

- The School will pay in full the application and processing fees.
- The School will pay the fee for the required physical examination.

### 4.3

The Foreign Teacher bears full responsibility for providing all of the necessary paperwork and documentation for the Teaching Expert's Certification and Residence Permit application process. The following documents must be submitted to the Human Resources Department of The School within **one week** of signing a contract.

- An up to date resume
- A copy of any diplomas or certificates related to the application process
- If the Foreign Teacher has previously been engaged in employment in China, a stamped recommendation letter from their previous employer.
- Ten passport size photographs
- Copies of two pages of their passport including the page with identification information and photograph and the page with their current visa.
- A copy of their Residence Permit. In case the Foreign Teacher doesn't have this, then they must provide a copy of their Temporary Residence papers.

If the Foreign Teacher fails to provide these documents within the time stated above The School bears no responsibility for any failure to process the relevant visas within the requisite time period. Failure to provide copies of the documents as stated above will result in the

Foreign Teacher bearing all responsibility for any breach of their visa regulations of the People's Republic of China; or any charges due to the renewal or obtaining of temporary visas or other papers pertaining to their working status in China.

#### **4.4**

If the government of the People's Republic of China does not approve the issuance of a Teaching Expert's Certification and/or Residence Permit for the Foreign Teacher, this contract between the Foreign Teacher and The School will automatically be frustrated and neither party will have any further legal obligations to the other party under this agreement.

#### **4.5**

Any and all Teaching Expert's Certification and Residence Permit extensions, renewals or changes not directly related to this agreement are the sole responsibility of the Foreign Teacher in a personal capacity.

### **5. Termination, End and Continue of the Contract**

#### **5.1**

Both The School and the Foreign Teacher have the right to terminate the contract according to Chinese Labor Law.

#### **5.2**

30 days written notice is necessary when The School or the Foreign Teacher wants to terminate the contract.

#### **5.3**

The contract ends automatically when the date is out of the contract period. The new contract must be signed 30 days before the contract end when The school and the Foreign Teacher want to continue the contract.

**PLEASE REFER TO THE STAFF HANDBOOK FOR FULL DETAILS**

### **6. Duty of Care**

#### **6.1**

The School owes the Foreign Teacher a duty of care whilst in the employ of The School and in that regard The School will take every effort to comply with the requisite Health and Safety Regulations and make sure that it is compliant with all current licenses and inspections in that regard.

#### **6.2**

The Foreign Teacher is also under a duty of care to The School and in that regard they must prioritize the health and safety of the children in the classroom and make sure that none of them come to any harm.

## 7. Restrictive Covenants

### 7.1

When the Foreign Teacher leaves the employ of the school they will still be bound by a duty of care towards The School and in that regard they are bound by a covenant not to set up any English Language School within five 5 kilometer of any branch The School for a period of two [2] years and not solicit any of The School's former pupils for the same period of time.

### 7.2

The intellectual property of The School will remain the property of The School and none of that property must be taken from The School upon termination of the contract.

## 8. Jurisdiction

If this contract is the subject of any legal dispute its terms will be interpreted in accordance with the Labor Laws of the Peoples Republic of China including the Peoples Republic of China Labor Contract Laws and the Shanghai Labor Contract Rules.

## 9. Modification or Amendments

### 9.1

No change or modification to this contract will be valid unless first agreed upon by both the School and Teacher in writing with both party's signatures and the Schools seal.

9.2 blank below

**Signed.....[The Foreign Teacher]**

**Name.....**

**Signed.....[On behalf of The School]**

**Shanghai MingHang Vision Education Center**

**Dated:**