

雇佣合同

Employment Contract

甲 方: 北京昂智博远教育科技有限公司

Party A: Beijing Angzhiboyuan Education Technology Co., Ltd.

地址: 北京市朝阳区常营南路 50 号院汇鸿家园 11 号楼底商

Address: Building No. 11 , Huihongjiayuan, No. 50, Changying South Road, Chaoyang District, Beijing

乙方 Party B: Matthew Ackerman

性别 Gender: Male

国籍 Nationality: South Africa

护照号码 Passport No.: _____

在京居住地址 Address (Beijing): _____

电话号码 Telephone: _____

紧急联络人及电话号码 Contact Person in Case of Emergency and Telephone: _____

甲、乙双方遵循合法公平、平等自愿、协商一致、诚实信用的原则，签订本合同，并承诺共同遵守。

Party A and Party B agree to sign this contract and pledge to fulfill all the obligations stipulated

hereinafter, in line with the principles of legality, justice, equality, voluntarism and mutual agreement.

一、 雇佣期限

I Employment Term

雇佣期限为 2 年, 自 2019 年 6 月 5 日起至 2021 年 6 月 4 日止, 其中试用期为 2 个月, 自 2019 年 6 月 5 日起至 2019 年 8 月 4 日止。

The employment term is 2 year(s), lasting from June 5, 2019 to June 4, 2021. The probation period is 2 month(s), lasting from June 5, 2019 to August 4, 2019.

二、 工作时间、工作地点、岗位名称及考勤规则

II Working Hours, Location, and Job Title

2.1 工作时间: 星期三至星期五: 早 10:30-晚 19:30 (含一小时午餐时间); 星期六至星期日: 早 9:00-晚 18:00 (含一小时午餐时间)。乙方每日工作时间 8 小时左右, 平均每周工作 40 小时左右, 每周休息日通常情况下为周一及周二, 除非是有特殊情况。甲方安排乙方在周一或周二教课或在其他时候延长工作时间时, 应在一月内安排乙方同等时间补休。

Work Hours: 10:30am-7:30pm, Wednesdays-Fridays (including a lunch hour); 9:00am-6:00pm, Saturdays and Sundays (including a lunch hour). Party B works around 8 hours per day, and around 40 hours per week. Mondays and Tuesdays are normally set as weekly rest days except some special cases. If Party A needs to arrange for Party B to teach on Mondays or Tuesdays or to extend working hours at other times, Party B shall get the same amount of time off within a month.

2.2 工作地点: 北京市朝阳区常营南路 50 号院汇鸿家园 11 号楼底商

Working Location: Building No. 11, Huihongjiayuan, No. 50, Changying South Road, Chaoyang District, Beijing

2.3 岗位名称: 英语教师

Job Title: ESL Teacher

三、 报酬、福利、工作要求及相关事项

III Remuneration, Benefits, and Related Issues

3.1 试用期 2 个月, 试用期期间基本工资 14000 元 人民币 (含 2000 元人民币住房补贴);

第 3-6 个月, 基本工资 15000 元人民币 (含 2000 元人民币住房补贴); 第 7-12 个月, 基本

工资 16000 元人民币（含 2000 元人民币住房补贴）；第 13-18 个月，基本工资 17000 人民币（含 2000 元人民币住房补贴）；第 19-24 个月，基本工资 18000 元人民币（含 2000 元人民币住房补贴）。

The probation shall be 2 months. Payment for the probation months shall be 14,000 RMB including a 2,000 RMB housing allowance; payment shall be 15,000 RMB including a 2,000 RMB housing allowance from the 3rd to the 6th month; payment shall be 16,000 RMB including a 2,000 RMB housing allowance from the 7th to the 12th month; payment shall be 17,000 RMB including a 2,000 RMB housing allowance from the 13th to the 18th month; and payment shall be 18,000 RMB including a 2,000 RMB housing allowance from the 19th to the 24th month.

考勤规则：甲方员工每日通过钉钉完成考勤打卡。乙方入职后，须在手机上下载安装中国的考勤软件钉钉，并在每日上下班时通过钉钉按时打卡，以便公司人力部门统计考勤并按考勤实际情况核算工资。

Employees at Party A take attendance through Dingding App every work day. Party B shall download and install Dingding APP onto cell phone and sign in and sign out on time on each work day, so that Party A 's HR Department can count Party B's days of attendance for the past month and calculate salary accordingly.

带薪法定假日：

Paid public holidays;

甲方有责任协助乙方办理在中国的工作签证；乙方有义务按照中国国家外国专家局的要求，提供办理工作签证所需的材料原件、公证件及中文翻译，并承担所需的相关费用。

Party A shall assist Party B in the processing of work visa in China. Party B is supposed to provide necessary documents in both native language and in Chinese as requested by the State Administration of Foreign Experts Affairs of China for a work visa, and bear relevant costs needed for the documents.

乙方如果生病，不能坚持工作，可以请病假，病假按照 50% 的工资进行支付。如需请病假，乙方必须提供专业医院或诊所医生开具的病假条，且须真实有效。

If Party B is sick and can not keep working, Party B shall be allowed to ask for sick leave. During sick leave, Party B shall be paid at 50% of the basic salary. To be granted for sick leave, Party B

must provide a sick leave slip issued by a professional hospital or clinic doctor, and it must be true and effective.

3.2 甲方每月支付乙方的薪水中包含不超过 80 个小时的课时，乙方有义务按照甲方要求完成每月的教学任务；

The monthly payment Party B gets from Party A contains no more than 80 teaching hours. Party B has the responsibility to finish it as the basic work without any excuses;

3.3 外教上课时，通常会配备一名助教，帮助维持课堂纪律及进行必要的课堂翻译，辅助外教顺利完成每堂课的教学。外教与助教应该互相尊重，持续沟通，及时获取家长及学生对课堂教学的反馈情况。

Party B is normally equipped with a teaching assistant to help with classroom management and provide interpretation whenever necessary in class. Party B and the teaching assistant shall respect each other, keep constant communication, and obtain timely feedback to the teaching from students and parents.

3.4 乙方应参加校区定期召开的研讨会及其它教职工会议。研讨会及其它教职工会议是教职工沟通交流、互相学习的好机会，是工作中的一部分，不会额外支付乙方报酬。

Party B shall attend the regular staff seminars and meetings held at school, which are good opportunities for teachers and staff members to communicate with and learn from one another. Time for Regular staff seminars and meetings shall not be considered extra working hours, and Party B shall not be paid extra.

3.5 公司国际部计划定期（每 2-4 周一）组织各校区外教进行教研培训，包括一些教学法的培训、每名外教上示范课及进行点评，乙方需按时参加。教研培训是工作中的一部分，不会额外支付乙方报酬。

The International Department of Party A may organize regular teaching and research symposiums (once every 2-4 weeks) for foreign teachers at all training centers of the company. The symposiums will include: some teaching methods training, foreign teachers giving demo lessons, and fellow foreign teachers critiquing the demo lessons. Party B is obligated to attend the symposiums, and there shall be no extra pay for the attendance.

3.6 乙方应配合公司的招生工作。

Party B shall cooperate with recruitment activities and events of Party A.

3.7 甲方应于每月 15 号以货币或转帐形式足额支付乙方上述报酬。如遇节假日或休息日，应提前到最近的工作日支付，如因特殊原因延期支付报酬的，甲方应在五个工作日内向乙方说明原因。

Party A shall pay salary to Party B before the 15th day of every month in the form of cash or bank-transfer. If the 15th day of the month falls in the weekend or holiday, the payment shall be brought forward to the nearest weekday. Party A shall inform Party B and explain the detailed reason within 5 work days in case Party A fails to pay the salary due to special reasons.

3.8 甲方对乙方每月工资净收入的计算方法是：工资总额/应出勤天数*实际出勤天数。

Party A's calculation method for Party B's monthly net salary is: gross salary/total number of days for attendance*actual number of attendance days.

3.9 甲方每名员工（含所有中教和外教）的工资薪酬，都是保密信息，任何人员不得互相询问工资。违反相关规定者，公司有权采取处罚措施。

Salary information of each employee (including all Chinese teachers and all foreign teachers) at Party A is confidential. No one (including Party B) shall inquire about the salary of any other teacher at Party A. If Party B breaks this regulation, Party A has the right to take punitive measures.

3.10 甲方没有寒暑假，依照中国法定节假日放假。

There are no summer or winter vacations at Party A. However, Party B shall have all public holidays off and the public holidays shall be paid.

3.11 若乙方未完成指定工作的一半，甲方不支付乙方的工资。

Party A shall not pay Party B the salaries of the course in case that Party B drops the assigned working in the halfway.

3.12 当乙方的工作任务发生变化时，甲方可按规定调整其相应的报酬。乙方接受新的工作任务后，即视作接受甲方按照该工作任务重新确定的报酬。

Party B's labor remuneration shall be adjusted in case Party A adjusts Party B's job responsibilities. Accepting the new position is regarded as accepting the adjusted salary.

3.13 甲方将不负责本协议期间由乙方产生的任何生活费，包括交通费用、食品和饮料等。

Party A shall not be responsible for any living costs to be incurred by Party B during the duration of this agreement. These costs include, among others, transportation fees, food, and drinks, etc..

3.14 乙方须遵守甲方的各项工作制度及章程，如：

- 1) 乙方应充分准备每个工作计划，确保工作质量；
- 2) 乙方应提前五个工作日以电子报告的形式提交每项工作的工作计划；
- 3) 乙方应按时工作，不早退、不迟到；

- 4) 乙方未经甲方许可不得改变任何工作安排或以任何理由让任何其他的人替代他/她工作；
- 5) 乙方应绝对维护甲方的声誉和利益与职业道德、着装和正式语言；
- 6) 乙方不得干涉或评论甲方与客户间的任何相关事务；
- 7) 乙方禁止与甲方的客户产生私人资金关系，否则乙方应退还相应资金并承担相关的法律责任；
- 8) 甲方对乙方的工作完全不满意的情况下，保留改变或变更乙方在甲方的客户权利；
- 9) 如乙方对甲方的声誉、利益或经济造成损害或损失，乙方应给予甲方相应赔偿，承担所有费用和相关的法律责任。

Party B shall conscientiously comply with all rules and regulations of Party A. For example:

- 1) Party B shall make full preparations and plans for every work, ensure all the working achievement;
- 2) Party B shall submit work plan for each case before the work in electronic form and submit reports within 5 working days upon the completion of the course;
- 3) Party B shall work on time, no leaving early or being late;
- 4) Party B shall not change any work schedule or ask for any other person to take his/her own work for any reason without prior permission of Party A;
- 5) Party B shall absolutely maintain the reputation and interest of Party A with professional ethic, dress code and formal language;
- 6) Party B is forbidden to comment on or interfere in any affairs relevant to the contract between Party A and the clients;
- 7) Party B is forbidden to have private money relationship and dealing with the clients of Party A, or Party B shall be forfeited accordingly and even take relevant legal responsibilities;
- 8) Party A retains the right to change or remove Party B in case that the client of Party A is completely unsatisfied with Party B's working;
- 9) Party B shall compensate any economic loss, bear any cost and take any possible legal responsibilities for the damage of reputation and interest caused by Party B.

3.15 遇到任何问题时，乙方应以积极沟通的方式妥善解决，而不是采取罢课等极端方式。如乙方采取极端解决方式，甲方有权予以解聘。

When encountering any problems, Party B shall properly solve the issues through active communication with Party A, instead of taking extreme measures including suspending classes. If Party B suspends classes without active communication beforehand, Party A has the right to dismiss Party B.

3.16 乙方应达到以下工作指标（详见附件《主班老师岗位职责》）：

- 1) 课堂教学应该有趣、有活力、多样性、有创意，并安排合理；
- 2) 没有任何人对乙方的工作方法、态度、状态等投诉；
- 3) 不无故迟到、早退，或旷工；
- 4) 与其他同事之间的协作；
- 5) 积极参加公司组织的各项活动和会议。

Party B shall meet the following performance standard (See Appendix-Duties & Responsibilities of Lead Teacher for details):

- 1) Classes shall be fun, lively, in diverse forms, creative, and well organized;
- 2) There shall be no one complaining about Party B's working methods, attitude, condition, and so on;
- 3) No being late or leaving early without reason. No being absent from work;
- 4) Cooperate with other colleagues;
- 5) Take an active part in activities and meetings organized by Party A.

3.17 尚无工作签证的所有外籍雇员，应自觉及时地准备所需的所有申请材料，以便甲方能够尽快帮助乙方办理工作许可及工作签证，保证外籍员工在华工作的合法性。乙方准备工签材料的时间，不算做工作时间。

All foreign employees with Party A who do not have a work visa shall be advised to get all necessary documents ready in a timely manner so that Party A can start with Party B's work permit application as early as possible to ensure the legitimacy of Party B's work status in China. Time taken by Party B to get ready the application documents shall not be counted as working hours.

3.18 乙方应遵守国家及地方的税法制度，自行缴纳其个人收入的个人所得税，甲方无义务为其代缴。

Party B shall pay personal income tax voluntarily according to the state's tax law. Party A doesn't shoulder the responsibility to withhold and remit taxes for Party B.

四、雇佣合同的解除和终止

IV Contract Cancellation and Termination

4.1 合同期满双方不再续签或者双方约定的合同终止条件出现时，雇佣合同即终止。

This contract shall be terminated once it expires and neither party extends the contract.

4.2 经合同双方当事人协商一致，本合同可以解除。

The contract may be canceled based on both parties' mutual negotiation.

4.3 乙方应遵守中国政府的法律、法规及有关规定，乙方如违反上述规定，甲方有权即时解除合同；乙方因健康原因，经医生证明连续病休 15 工作日后仍不能继续工作，甲方有权提前终止合同。

Party B should abide by the laws, decrees, and related regulations of the People's Republic of China. Once violated during the contract, Party A is entitled to cancel the contract. Party A is entitled to terminate the contract before expiration in case Party B cannot resume his or her work for health reasons after the medical certification of continuous sick leave for 15 working days.

4.4 乙方因归国或其他私人原因未正常出勤且超过十天且未向甲方做出书面说明的，本合同自动终止。

The contract shall automatically terminate in case Party B is absent for over 10 days without written explanation due to homecoming or other private reasons.

4.5 乙方被证明无法完成本合同项下的工作任务，甲方有权随时解除本合同。

In case Party B is proved to be not competent for the work under the contract, Party A is entitled to cancel the contract at any time.

4.6 乙方应严格遵守甲方的工作规定以及规章制度，尽职尽责，否则，甲方有权随时解除合同并追究因此而造成的经济损失，并有权对所造成的经济损失在乙方的报酬中作相应扣除。

Party B should abide by Party A's working systems, rules and regulations. Otherwise, Party A is entitled to cancel the contract and claim a corresponding compensation of any economic loss from Party B's payment.

4.7 本协议如有任何一方终止，应在试用期后提前六十天或在试用期内提前三天以书面形式通知对方。如果乙方没有在试用期后提前六十天或在试用期内提前三天以书面形式通知甲方，甲方将有权持有乙方未发放的薪水。

This agreement may be terminated by either Party through notifying the other Party in writing sixty days in advance after probation or three days in advance during probation. If Party B terminates this agreement without giving Party A a written notice sixty days in advance after probation or three days in advance during probation, Party A shall have the right to withhold any outstanding salary due to Party B.

4.8 从入职后第一到第四个月，甲方将从乙方每个月工资中扣除两千元人民币作为押金，共计 8000 元人民币。在合同期满前，如若乙方提前 60 天向甲方申请离职，甲方应将全部押金退换给乙方；如乙方没有提前 60 天申请离职，甲方有权利保留乙方的全部或部分押金。若是

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