TEACHING CONTRACT

Party A: Buckland International Education Group

Head office: 78# Lane 1, Longyue road, Yangshuo, Guilin, Guangxi, P.R.China 541900

PH: ++86 773 8827555 Email: owenbuckland@gmail.com Website: www.bucklandgroup. org

Party B:

Name:

Home Mailing Address:

Phone:

Email

- I. Party A Buckland Group wishes to engage the service of party B as a full time English teacher_. The two Parties, in a spirit of friendly cooperation, agree to sign this contract and pledge to fulfill conscientiously all the obligations stipulated in it.
- II. . The period of service will be from the late Aug . 2017 to the 1st 15th of Jul. 2018 (The precise beginning and ending dates at each teaching post vary among individual schools). The first week of the contract term shall be the orientation period in Yangshuo. After the Orientation week, Party B will either be sent to the teaching site immediately or within another week due to individual school's request and visa processing status (no salary). During Party B's stay in Yangshuo, meals and accommodation can be either self-arranged or arranged by Buckland at a minimum cost (25RMB/lunch and 40RMB/day/person for double or triple bed hotel rooms). Unless both parties agree to renew this contract for another year, the employment relationship shall be terminated automatically upon expiration of this contract.
- III. Party B's monthly salary will be RMB after tax, the monthly salary will be calculated from Party B's first teaching date, and issued on the last day of each month. If not get paid from the school that Party B is placed at within two days after the expected payment day, Party B should email or call Party A for assistance. If not a full month (such as the first working month and the last working month of each school term), the salary will be prorated as working days times (monthly salary/days of that month). For example, if your salary is 4500rmb and you worked May 3rd- 20th, then your salary for May is calculated as (20-3+1)X (4500/31).

IV. Party A's Obligations

- 1. Party A shall introduce to Party B the laws, decrees and relevant regulations enacted by the Chinese government, the Party A's work system and regulations concerning administration of foreign teachers.
- 2. Party A shall conduct direction, supervision and evaluation of Party B's work.
- 3. Party A shall Provide Party B with necessary working and living conditions.
- V. Party B's obligations
- 1. Party B shall observe the laws, decrees and relevant regulations enacted by the Chinese government and shall not interfere in China's internal politics affairs.
- 2. Party B shall observe Party A's work system and regulations concerning administration of foreign teachers and shall accept Party A's agreement, direction, supervision and evaluation in regard to his/her work. Without Party A's consent, Party B shall not render service elsewhere or hold concurrently any post unrelated to the work agreed on with Party A.
- 3. Party B shall complete the tasks agreed on schedule and guarantee the quality of work.
- 4. Party B shall respect China's religious policy, and shall not conduct religious activities incompatible with the status of a teacher.
- 5. Party B shall respect the Chinese people's moral standards and customs.

6. Party B shall follow and observe the school's regulations.

VI. Arbitration

The two parties shall consult with each other and mediate any disputes, which may arise about the contract. If all attempts fail, the two parties can appeal to the organization of arbitration for foreign experts affairs in the State Bureau of Foreign Experts and ask for a final arbitration.

Appendix

Name of Employee:

(Party B) I hereby accept the Terms and conditions of employment as set out hereunder.

Duties:

- 1. Prepare lessons well prior to teaching
- 2. Conduct English lessons
- 3. Assess students' work
- 4. Provide a written teacher feedback regarding the teaching and living experience at the teaching post and submit this feedback to Party A in the last week of the contracted school term.
- 5. Make sure the teacher apartment is cleaned when Party B is moving out of the apartment.

Working Hours and workload:

Working Hours and workload are subject to change, depending on different type of school which you are place d at .But the basic terms and conditions are as below.

For public schools:

5 days a week (Normally from Monday to Friday). The school may switch regular working days with weekends due to special occasions. When this is necessary the school will be required to give the teacher 24 hours notice of the relevant changes) .15 teaching hours (for example: 20 teaching periods X 45 minutes each teaching period) should be delivered to the students every week.

Salary:

The basic month salary is stipulated in the general contract and paid on the day agreed on the contract. 100 - 150 RMB will be paid for each extra hour, depend on the specific school's budget in a specific term.

Free facilities and other things:

- 1. Accommodation- a furnished, private studio apartment or a flat (this might be a big flat shared by two teachers at some schools) which is normally furnished with the following facilities: 1-) Color TV 2-) hot shower 3-) Air Conditioner 4-) Washing Machine 5-) Refrigerator 6-) Microwave 7-) basic cooking facilities 8-) A set of furniture 9-) Bedding, blanket, pillow, etc. It is also Party B's responsibility to keep the apartment in good maintenance and to clean the apartment when moving out. If any new break of item during Party B's usage, Party B should fix it or replace it. When this happens, Party B can ask Party A's assistance.
- 2. Electricity, hot water and gas (Maximum 200RMB value per month, if over, employee should pay the difference).
- 3. Free Internet and wifi.
- 4. A bike can be provided. However, due to safety reason, Party A does not suggest Party B to ride bikes in China. If Party B chooses to ride the bike, he or she is fully responsible for any accidents that may happen while riding the bike. When a bike is provided, it also must be kept in good maintenance by Party B. If it breaks during Party B's possession, Party B is responsible for fixing it or replacing it. When the contract is finished, the bike should be returned to the Chinese school that Party B teaches at.

5. Party B should leave the apartment and furnishings in good condition. Damage to equipment and/or furnishings should be covered by Party B. Party B shall be responsible for turning off the water and gas while on vacation, or while absent from the apartment for an extended period of time. Failure to comply with the above may result in penalties or deductions taken from Party B's air-flight reimbursement or other bonuses.

Computer and Telephone:

Party B is suggested to bring his or her own computer and cell phone for personal use. A work computer is provided at the school office.

Air Fares:

8000RMB international airfare will be paid with completion of one academic year full-time service for party A. If Party B failed to complete the contract, no airfare reimbursement will be issued.

Other Bonus:

2200rmb contract completion bonus will be issued to Party B by the school that Party B works at with completion of one academic year full-time teaching at the school. If Party B requests to transfer to a different school after the first term, then he or she will also lose this bonus.

Visas:

Party A will provide and pay the official documents, invitation letters for Party B to apply for the appropriate visa. Party B should pay his/her initial work visa to enter to China. If Party B is already in China, or Party B's initial visa needs to be upgraded after arriving in China, he or she may need to apply his Z visa (work visa) in HongKong. Party B may need to conduct a health check after arriving in China and cover the cost for the examination (about 310rmb/49USD if conducted in Guilin and 430rmb/68USD if conducted in Xi'an) conducted in China if required by Chinese government.

Health and Medical Care:

Party A will purchase a comprehensive foreigners' insurance for Party B after Party B's arrival in China and filling out required paperwork, The employee must assure he/she is in good health for teaching and does not suffer from HIV, hepatitis or any other infectious disease when he/she arrive at Buckland. If discovered carrying such a disease after Party B enters China, the contract will be terminated immediately. And Party B will be fully responsible for all financial consequences.

When the employee visits hospitals, he or she needs to pay for the medical care, which can be partially covered by the comprehensive foreigners' insurance. The specific amount will be according to the insurance policies.

Holidays:

National holidays (paid):

1 day in early Sept. for the Moon festival. 3 days from approximately October 1 to 3 (To be determined by the school Party B is placed), New Year 1 day, 1 day in April , 1 day in May 1 ,1day in June. (To be determined by the school at which Party B is placed).

School holidays:

30-40 day holiday (unpaid) in winter from approximately Mid. Jan.,2017 – late Feb., 2017 (specific days are determined by the school at which Party B is placed).

Winter holiday pay for additional work can be arranged and paid through Party A if Party B requests.

If some important activities of Party A happen to be on holidays, the employee will attend as well and Party A shall make up the holiday(s) or pay for him/her. the employee is not allowed to ask for leave of tour except in holidays.

Sick leave and other leave:

If the employee has been sick and obtained the permission from the hospital that he/she could ask for sick

leave, the employee can receive RMB 30 RMB for the sick leave allowance each day and no other salary during the period of his/her sick leave. The school can request the employee to make up the missed classes due to the sick leave. Class making up days will be arranged by the school according to the school schedule and these might take place during weekends. For the classes that are made up later, the salary will not be deducted then. If the employee has been sick for a continuous 15 days, party A could terminate the contract according to the regulation of the contract issued by China State Bureau of Foreign Experts.

If the employee has to ask for personal leave during work time, he/she must obtain the permission from the school and the days of personal leave should not surpass 3 days, the leaving days has no salary, otherwise the school has the right to terminate the contract; if the employee neglects the work without notifying the school, Party A shall have the right to fine the employee his/her double of his salary during those neglected days; if the employee has been neglecting the work for a accumulating seven days, Party A shall have the right to fire the employee.

Revision, Cancellation and Termination of the Contract

- 1. Both Parties should abide by the contract and should refrain from revising, canceling, or terminating the contract without mutual consent.
- 2. The contract can be revised, cancelled, or terminated with mutual consent. Before both parties have reached an agreement, the contract should be strictly observed.
- 3. By China's immigration law, when Party B finish the teaching contract, party B's work permit and resident permit will be cancelled within ten days, then it is Party B's full responsibility to maintain a continuous legal status if Party B remains in China after the contract is terminated. Party A surely provide necessary visa sponsorship transferring paperwork to Party B's new employer with agreements.but if Party B terminated the contract without mutual consent, he/she has to pay back the visa upgrading fee . According to the new visa law of 2013,Part B will not get the new work permit or residence permit without release letter or paper transferring from Part A even finding a new employer, new employer can not extend Residency Permit without release papers .
- 4. Party A has the right to cancel the contract with a two week written notice to Party B under the following conditions.
- (1) Party B does not fulfill the contract or does not fulfill the contract obligations according to the terms stipulated, and has failed to amend after Party A has pointed it out.
- (2) Party B cannot resume normal work after 15 days sick leave.
- (3) Party B is evaluated as an incompetent teacher by two different schools. If after one school evaluates Party B to be incompetent, then Party A will arrange for a school transfer for Party B in the hopes that Party B will do better there. If the second school also deems Party B to be an incompetent teacher, then Buckland will retain its right to cancel the contract.
- --- An 'incompetent' teacher is defined as follows:
 - A. has a speech impediment that renders them an ineffective oral English teacher (such as, but not limited to, a lisp, stutter, heavy accent, inaudibly quiet voice in the classroom setting, etc.)
 - B. is too lethargic, tired, or consistently displays such low energy levels as to be unable to effectively perform their teaching duties
 - C. Consistently doesn't adequately prepare for their lessons
- (4) Party B accumulates seven total days of missed classes without receiving prior permission from the school to miss those days.
- (5) Party B is late for classes up to 5 times.
- 5. Party B has the right to cancel the contract with a two week written notice to party A under the following

conditions:

- (1) Party A has not provided Party B with necessary working and living conditions as stipulated in the contract.
- (2) Party A has not paid Party B as scheduled.

Breach Penalty

When either of the two parties fails to fulfill the contract or fails to fulfill the contract obligations according to the terms stipulated, that is, breaks the contract; it must pay a breach penalty of 2000RMB (308USD). If Party B fails to commence the contract after Party A obtained Party B's visa invitation letters and work permit, Party B needs to not only pay the contract breach penalty of2000RMB (308USD). but also reimburse the visa invitation paper processing fee of 650RMB (100USD). If the invitation letters and work permit were mailed to Party B before Party B cancels the contract, Party B needs to also reimburse the mailing fee (380RMB/58USD for DHL mailing) to Party A. If Party B breaks the contract after Party A upgraded the original 30 day Z visa to a resident permit, he or she also needs to pay the entire visa upgrading fee 3000RMB (462USD),.

Copyright:

Both the employee and the employer own one copy of the contract.

Confidentiality:

The employee shall not disclose his/her salary and the information of the contract to a third Party without the consent of the employer.

This contract takes effect on the date signed by both parties and will automatically expire when the contract ends. If either of the two parties asks for a new contract, it should forward its request to another party 30 days prior to the expiration of the contract, and sign the new contract with mutual consent.

Party B shall bear all expenses incurred when staying on after the contract expires.

This attached contract is an integral part of the contract issued by China State Bureau of Foreign Expert

Employer (Party A):	Employee (Party B):
Signature:	Signature:
Date:	Date: