

ADDENDUM TO SAFEA FOREIGN TEACHER EMPLOYMENT CONTRACT

1. This contract is an addendum to SAFEA (State Administration of Foreign Experts Affairs) contract numbered _____ entered into by Kenneth's English School (hereinafter "school" and _____ (hereinafter "teacher") signed on _____, 200___. This addendum shall have equal weight to the SAFEA contract.

2. Sections I. To XI. Of the SAFEA contract are amended as follows:

Section I. is amended as follows: no changes

Section II. is amended as follows: no changes

Section III. "The Duties of Party B " is amended as follows:

School agrees to pay teacher a base salary of _____ RMB per month as stipulated in Section IV. of the SAFEA Contract for the duties referenced in Section III. of the SAFEA contract and enumerated herein as:

- a. Party B shall be employed as an English Language Teacher at Kenneth's English School Training Center in Jilin City.
- b. Party B will teach a normal schedule of eighteen hours per week for approximately thirty-eight weeks each year. For eight weeks each year Party B will teach the above schedule and, in addition, teach 10.5 hours each week during Summer and Winter Day Classes for a total of 28.5 teaching hours for eight weeks each year.
- c. Teacher will attend one hour staff meeting each working week.
- d. Overtime, either voluntary or involuntary, will be paid at a rate of 100 RMB per hour.

Section IV. is amended as follows: no changes

Section V. is amended as follows:

School obligations

[added] School will reimburse up to 400RMB per incident, per thirty day period, of direct medical costs incurred due to sudden and unexpected injury or illness requiring hospitalization or outpatient visit(s) to a hospital. Excluded from coverage are expenses due to pregnancy, pregnancy testing, checkups, preventative maintenance testing, pre-existing conditions, vitamins or nutritional supplements. All requests for reimbursement must be made within 30 days of treatment and be accompanied by a receipt.

[added] School agrees to 6,000 RMB, (approximately \$840 US) as completion bonus if and only if teacher completes twelve months of service.

ADDENDUM TO SAFEA FOREIGN TEACHER EMPLOYMENT CONTRACT

[added] School will pay all costs incurred after the teacher's arrival to the school in China for teacher's Visa processing, medical exams, and any other necessary and reasonable costs associated with securing a working Visa.

[amended] V.6 School agrees to provide western style, unshared, furnished living quarters for the teacher. Teacher is responsible for paying cost of utilities, expendable incidentals and ancillary services (examples: maid service, cleaning supplies, light bulbs, mosquito nets, screens, repellents, etc.). Teacher will pay a 30 RMB deductible (approximately \$3.00 US) for service call/repairs/lockouts to teacher's apartment and/or appliances and furnishings repair. School is not responsible for personal property of teacher stored in apartment. Teacher is responsible for securing private contents insurance for personal property or making assumption of personal risks for all claims regarding damage or disappearance of personal property.

[added] School will fully pay teacher during designated teacher holiday periods in May, October, Spring Festival, and summer for a total of 42 days total holiday. Holiday periods are calculated from the beginning to the end of uninterrupted vacation/holiday start and finish dates.

Section VI. "Party B's Obligations" is amended to read:

Teacher obligations

[added] V.3.f. Teacher agrees to relinquish apartment in the same state and condition as found less normal wear and tear. Teacher will not paint or remodel apartment without written permission from the school. Teacher will not put holes in walls or floors.

[added] VI.7 Teacher agrees school furnished apartment will be used for single occupancy and standard living use. No boarders, subtenants, long term guests, or nonstandard use of the apartment is allowed (example: no running a business, workshop or similar activities are permitted).

[added] V.3.g. Teacher agrees no pets or animals are allowed in teacher's apartment other than fish, turtles, or caged birds. Teachers who wish to house a pet other than those listed above must have completed more than one year of service with the school and provide a 5,000 RMB floor damage deposit with the school for the duration of the teacher's contract.

[added] VI.8 Teacher will be a good neighbor by maintaining an appropriate noise level and behavior both appropriate to the surroundings and representative of a good guest in China.

[added] V.3.d Teacher is responsible for monitoring utility usage and making timely payment to either the school or the utility company for any charges assessed.

[added] V.3.e Teacher agrees to provide prudent and reasonable care for school and landlord owned property and will be financially responsible for the replacement or repair (at the school's discretion) of any property damaged by abuse or neglect in teacher's care and custody. Teacher has an affirmative duty to immediately report conditions (water leak, etc.) that may damage school furnished property or incur excessive expenses.

ADDENDUM TO SAFEA FOREIGN TEACHER EMPLOYMENT CONTRACT

[added] V.3.h. Teacher agrees to fully, faithfully, and energetically discharge all duties assigned.

[added] V.3.i. Teacher will not teach or advise, in any capacity, for competing schools.

[added] Teacher will not independently tutor or teach students, individually or in group, who are the targeted demographic of Kenneth's English School. Teacher will receive written permission from the headmaster prior to engaging in outside non-competing work activities.

[added] Teacher agrees to submit any claims for reimbursement (including receipts) to the school within 30 days of the expense incurred. No reimbursements will be paid after 30 days from the incurred expense.

Teacher agrees to obey the laws of China, to not discredit the school in any way and to be a responsive and responsible employee. Teacher will follow the rules, policies and procedures of the school.

Section VII. "Revision" is amended as follows:

Section VII., clause 2. of the SAFEA contract is changed to read: Either party may sever this contract at will, without penalty, by providing 45 days written notice. In the event Party B terminates the contract early, Party A will determine a final settlement of pay, benefits and accruals or debits depending upon the term of contract completed. Party B will be responsible to pay for Visa conversion and other direct costs incurred due to early termination of contract. During the initial 90 day probation at the school, the school may sever this contract with notice ranging from 14 to 45 days. After the 90 day probation period, severance will be 45 days, or negotiated with the Foreign Teacher if both parties agree to a different period of severance notice.

Section VIII. "Breach Penalty" is amended to read:

Section VIII. (Breach Penalty) of the SAFEA contract is stricken from the contract and does not apply.

Section IX. is amended to read: no changes

Section X. is amended to read: no changes

Section XI. "Arbitration" is amended to read: no changes

4. Teacher is subject to immediate dismissal and loss of all benefits, privileges, and accruals, should the teacher:

- a.) Embarrass or disgrace the school through gross and willful misconduct.
- b.) Repeatedly fail to discharge assigned duties after written warning.
- c.) Teach at or assist competing schools in any way.
- d.) Engage in gross insubordination.
- e.) Willfully engage in activities designed to undermine the effective management and smooth running of the school.

ADDENDUM TO SAFEA FOREIGN TEACHER EMPLOYMENT CONTRACT

In such cases the teacher will vacate school provided housing within seventy-two hours from the time of notification of immediate dismissal.

5. Teacher is subject to salary deductions up to 600 RMB per incident, for tardiness, absenteeism, insubordination, on duty intoxication, resistance to supervision, and other misbehaviors that interfere with the smooth and orderly running of the school. Such misbehavior deductions are administered at the discretion of the headmaster.

6. Teacher agrees to the use of teacher’s image, voice, or likeness in promotional, teaching and training materials.

7. Proprietary information is any information regarding the teaching methods, operational information, student or parent information, and any other information that might be useful to our competition. Teacher will not divulge such information and all work product, training material, notes, student or parent information, handouts, lesson plans and derivative materials containing such information will be surrendered upon departure from the school.

8. Confidential information is information regarding specific employment contracts, school financial information, and staff contact information. Teacher will not discuss, provide or reveal such information except as authorized by management.

9. In the event of an impossibility to conduct normal school operation through war, civil unrest, natural disaster, disease outbreak, closure by decree of government officials or act of God, all terms and conditions of this contract will be suspended until the school is able to resume normal operations.

The effective dates of the SAFEA contract

___ are not

___ are

amended to the dates from

_____ 200__ to _____ 200__.

Kenneth D. Hayes
Headmaster
Kenneth’s English School

Teacher’s Name
Teacher

School Seal