

## EMPLOYMENT AGREEMENT

**THIS EMPLOYMENT AGREEMENT** (this “**Agreement**”) is dated as of December [redacted], 2011, by and between **TEACH FOR CHINA, INC.**, a 501(c)(3) tax-exempt nonprofit corporation formed under the laws of Delaware (“**TFC**”) and [redacted] (“**Fellow**”) (each a “**Party**,” and collectively, the “**Parties**”).

### WITNESSETH:

A. TFC wishes to employ Fellow, and Fellow wishes to be employed by the TFC, on the terms and conditions set forth in this Agreement.

B. Fellow acknowledges that this Agreement is essential to protect the business and goodwill of the TFC.

Accordingly, in consideration of the agreements of the Parties set forth below, and intending to be legally bound, the Parties agree as follows:

Section 1. Employment Term. Subject to earlier termination in accordance with Section 6 of this Agreement, Fellow shall be employed by the TFC for a period beginning on the first day of the Summer Institute, 2012 (the “**Effective Date**,”) and ending on July 31, 2014 (the “**Term**”). Fellow should assume that there will be pre-work required prior to the first day of the Summer Institute. There is the possibility of extension upon agreement of the Parties. Upon the end of the Fellow’s employment with TFC for any reason, Fellow shall immediately resign all positions with TFC and any position obtained through its employment with TFC.

Section 2. Position and Duties.

(a) During the Term, the Fellow agrees to devote substantially all of his business time and professional efforts to the business of TFC and to faithfully, diligently, and competently perform the duties assigned by the TFC.

(b) During the Term, subject to the overall control of TFC, the Fellow will (i) participate in the Summer Training Program; (ii) teach any and all classes assigned to the Fellow by the Fellow’s designated school (including study halls and administrative time blocks); (iii) work within the Fellow’s designated school and school system to meet all training requirements, and (iv) comply with all of the training requirements set by TFC under the guidance of the Fellow’s ongoing support manager.

Section 3. Cash Compensation.

(a) Base Salary. During the Term, the Fellow shall receive a monthly base salary (the “**Base Salary**”) of 2000 RMB, except for months during the Summer Institute. During the Summer Institute, housing, meals, trainings, basic classroom presentations, transportation from Summer Institute to various training locations, and a small stipend to cover necessities will be provided. The Base Salary is payable in accordance with the TFC’s usual payroll practices.

(b) Annual Bonus. To demonstrate our appreciation of each Fellow’s hard work and for consistently meeting/exceeding expectations toward ongoing professional development and leadership in their classrooms and in the Fellowship, the Fellow is eligible to receive a twice-yearly bonus (the “**Bonus**”) around the time of the Spring Holiday (January/February) as well as Summer Vacation (July/August).

Section 4. Expenses. During the Term, Fellow shall be entitled to receive prompt reimbursement for all business expenses reasonably incurred and accounted for by Fellow (in accordance with the policies and procedures established by TFC from time to time) in performing the Fellow's duties.

Section 5. Other Employee Benefits.

(a) Employee Benefits. During the Term, Fellow will be eligible to participate in certain TFC's employee benefit plans and all fringe benefits, including vacations, for which the Fellow is eligible, including Fellow's personal participation in the comprehensive medical and hospitalization plan maintained by TFC.

Section 6. Termination of Employment. Fellow's employment may be terminated under the following circumstances:

(a) Death. This Agreement and Fellow's employment shall terminate upon Fellow's death. Upon any termination of Fellow's employment as a result of this Section 6(a), all benefits, if any, due to Fellow's estate shall be determined in accordance with the plans, policies and practices of TFC.

(b) Termination with or without Cause; Voluntary Termination. At any time during the Term, (i) TFC may terminate the Term and Fellow's employment with or without "Cause" (as defined below). "**Cause**" shall mean Fellow's: (A) commission of a felony or a crime of moral turpitude, (B) engaging in conduct that constitutes fraud, embezzlement, negligence or willful misconduct, or (C) continued refusal to substantially perform his duties, which refusal or failure is not remedied within ten (10) days after written notice from TFC. At any time during the Term, (i) Fellow may terminate this Agreement and Fellow's employment ("**Voluntary Termination**").

Upon the termination of the Term and Fellow's employment pursuant to this Section 6(b) by TFC, Fellow shall be entitled to receive his Base Salary through the date of termination.

(c) Execution of Release of All Claims. Notwithstanding any other provision of this Agreement to the contrary, Fellow acknowledges and agrees that any and all payments to which Fellow is entitled under this Section 6 are conditional upon, and subject to, Fellow (or his estate as the case may be) first executing a valid waiver and release of all claims that Fellow (or his estate) may have against TFC and their respective, employees, officers, directors, managers, shareholders, partners, members, and affiliates; **provided**, that, if Fellow (or his estate) fails to execute (or revokes) such waiver and release of all claims within 60 days following the later of (i) the date on which Fellow's employment with TFC terminates or (ii) the date Fellow actually receives an execution copy of such waiver and release of all claims (which execution copy shall be delivered to Fellow no later than seven (7) business days following the date on which Fellow's employment terminates), TFC shall have no obligation to provide the payments contemplated under this Section 6.

(d) Notice of Termination. Any purported termination of employment by TFC or Fellow shall be communicated by a written Notice of Termination to Fellow or TFC, respectively, delivered in accordance with Section 8(d). For purposes of this Agreement, a "**Notice of Termination**" shall mean a notice that shall indicate the specific termination provision in the Agreement relied upon, the date of termination, and shall list in reasonable detail the facts and circumstances claimed to provide a basis for termination of employment. The date of termination of Fellow's employment shall be the date so stated in the Notice of Termination (which shall be at the earliest the date of the Notice of Termination).

Section 7. Restrictive Agreements.

(a) Property of TFC. All memoranda, notes, lists, records, photographs and other documents or papers (and all copies thereof) relating to TFC, whether written or stored on electronic media, made or compiled by or on behalf of Fellow in the course

of Fellow's employment, or made available to Fellow in the course of Fellow's employment (including marketing and public relations materials), relating to TFC, or any affiliate, but excluding Fellow's personal effects, shall be the property of TFC, and shall, except as otherwise agreed by the TFC in writing, be delivered to TFC promptly upon the termination of Fellow's employment with TFC or at any other time upon request.

(b) Confidentiality. Fellow will not at any time (during or after Fellow's employment with the TFC) disclose any confidential information of TFC or the Fellow's designated school or school system except with prior written consent of TFC and/or designated school or school system. Fellow acknowledges that the TFC (and the designated school and school system) has a legitimate and continuing proprietary interest in the protection of its confidential information and that it has invested substantial sums and will continue to invest substantial sums to develop, maintain and protect such confidential information. Notwithstanding the foregoing, Fellow may disclose confidential information when required to do so by a court of competent jurisdiction, by any governmental agency having supervisory authority over the business of TFC or by any administrative body or legislative body with jurisdiction to order Fellow to divulge, disclose or make accessible such information; **provided, further**, that in the event that Fellow is ordered by a court or other government agency to disclose any confidential information, Fellow shall (i) promptly notify TFC of such order, (ii) at the written request of TFC, diligently contest such order at the sole expense of TFC as expenses occur, and (iii) at the written request of TFC, seek to obtain, at the sole expense of TFC, such confidential treatment as may be available under applicable laws for any information disclosed under such order.

(c) Non-Disparagement; Cooperation. Fellow will not at any time (during or after Fellow's employment with the TFC) disparage the reputation of TFC, or its or their respective partners, officers, directors, agents or employees. Fellow agrees to cooperate both during and after Fellow's employment with TFC, at TFC's sole cost and expense, with the investigation by TFC involving TFC or any employee or agent of TFC.

(d) Enforcement. Fellow acknowledges and agrees that TFC's remedies at law for a breach or threatened breach of any of the provisions of Sections 7(a) and (b) would be inadequate and, in recognition of this fact, Fellow agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, TFC shall be entitled to obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy that may then be available. In addition, the TFC shall be entitled to immediately cease paying any amounts remaining due pursuant to Section 6 in the event that Fellow has materially breached any of his obligations under Sections 7(a) and (b) provided. In consideration of the foregoing and in light of Fellow's education, skills and abilities, Fellow agrees that Fellow shall not assert that, and it should not be considered that, any provisions of Section 7 otherwise are void, voidable or unenforceable or should be voided or held unenforceable. It is expressly understood and agreed that although Fellow and TFC consider the restrictions contained in Section 7 to be reasonable, if a judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against Fellow, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

(e) Survival. The obligations of Section 6 and this Section 7 shall survive the termination of this Agreement.

#### Section 8. Miscellaneous.

(a) Fellow's Representations. Fellow hereby represents and warrants to the TFC that (i) Fellow has read this Agreement in its entirety, fully understands the terms of this Agreement, has had the opportunity to consult with counsel prior to executing this



Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

(h) Entire Agreement; Effectiveness of Agreement. This Agreement sets forth the entire agreement of the Parties in respect of the subject matter contained herein and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written in respect of the subject matter contained herein. **Notwithstanding anything to the contrary herein, this Agreement shall not become effective until the Effective Date.**


(i) Withholding Taxes. The TFC shall be entitled to withhold from any payment due to Fellow hereunder any amounts required to be withheld by applicable tax laws or regulations.

(j) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Parties have executed this Employment Agreement as of the date first above written.

TEACH FOR CHINA, INC.



By:

Name: Andrea Pasinetti  
Title: Founder and Co-CEO

FELLOW

By:

Name: