

1 吸引境外优秀教师来校任教

1. Paul Allen Benavides 中英文聘用合同 (2020-2021)

中山火炬职业技术学院外籍教师聘用合同

甲方：中山火炬职业技术学院

乙方：PAUL ALLEN BENAVIDES 护照号码：

一、中山火炬职业技术学院 聘请 美国 籍 PAUL ALLEN BENAVIDES 先生担任口语教师职务。双方本着合法、公平、平等自愿、协商一致、诚实信用的原则和友好合作精神，自愿签订本合同并保证认真履行合同约定的各项义务。

工作内容：负责英语口语教学工作。

二、合同期自 2020 年 7 月 16 日 起至 2021 年 7 月 15 日 止。

三、工作任务

乙方每周必须完成 12 学时的授课任务（即教学工作量），每月要完成 48 学时，每学时 45 分钟。如未按时完成规定的授课任务，则需征求甲方相关部门，按照要求及时补充课时，完成预定授课任务。

四、薪酬

1. 薪金：

甲方每学期按月支付乙方人民币 10000 元，如乙方每月授课时数超过 48 课时，增加部分的课时费用按照每课时 70 元计算，并于学期末统一结算。若当月授课时间不足预定任务时，则根据具体情况酌情处理。乙方对甲方支付的薪酬应依法缴纳个人所得税，甲方依法代为扣缴。

2. 旅游奖励：

乙方完成合同规定任务后，甲方每学期提供 1500 元人民币的旅游补助并于每学期末统一发放。

3. 年终奖金

甲方根据教学部门对乙方的教学评价、学生对乙方的评价对乙方发放年终奖金。年终奖金分三类：

- ①优秀。评价分 90 分以上，人民币 2000 元。
- ②良好。评价分 75-90 分，人民币 1500 元。
- ③合格。评价分 60-75 分，人民币 1000 元。
- ④不合格。评价分 60 分以下，没有奖金。

4. 住房

甲方为乙方提供校内免费公寓一套，具体条件为：

- ① 面积：约 80 平方米
- ② 位置：学校院内公寓
- ③ 房间布置：两间卧室，一间客厅，一间浴室，一间厨房
- ④ 房间配备：床、桌椅、沙发；电视、空调、洗衣机、电脑、打印机、宽带网、电话、厨房设施等。

⑤ 水电：乙方可以免费使用（纯净水、矿泉水费用自理）。

5. 医疗保障制度

①个人医疗保险：根据国家外国专家局《关于完善在华工作外国专家医疗保障制度的意见》的通知要求，凡来华工作的外国专家（包括随行家属），即乙方必须在中国境内购买其在中国工作期间的包括意外保险、大病保险和住院保险在内的专项医疗保险（如果乙方可以提供满足甲方要求的，其在境外已购买的中国境外医疗保险，并所购险种确能覆盖其在中国工作期间所发生大病和住院医疗费用的保险证明，经与甲方协商后可以不再购买中国境内医疗保险）。

②合同期内，乙方凭甲方指定医院（乙方需到正规的公立医院就诊和住院，特殊情况除外）开具的诊断书及发票报销 70% 的普通医疗费用（其中挂号、出诊、就医交通、镶牙、洗牙、整容、保健按摩、配眼镜、住院用餐、和服用非医疗性的滋补药品等费用自理，大病及住院费用不在

合同约定范围之内)。合同期内,乙方私人旅行期间内的医疗费自负。

③甲方如不能提供免费医疗,且乙方因个人原因无法在其本国购买保险,则甲方帮助乙方购买可覆盖其在校任职期间的医疗(包括大病和住院)和意外保险,并且由甲方协助乙方选择合适险种。

6. 国际旅费:

在乙方按照要求完成甲方规定的授课任务后,一年合同期满,甲方提供机票补贴 9000 元。

7. 签证及相关手续

乙方入境且于甲方签订合同后,甲方协助乙方及其随行家属按照有关规定办理相关手续,如签证、工作许可证、居留证,并为乙方提供相应费用。

注:乙方体检、节假日旅游度假等往返签证费,以及乙方随行家属的各种相关费用由乙方自行承担。

8. 休假

乙方享受中国下列节日休假:

- 1) 元旦
- 2) 春节
- 3) 国际劳动节
- 4) 国庆节
- 5) 中国法律、法规规定的其他休假节日。

若甲方根据情况在节假日前后对乙方课程做出相关调整,乙方应遵循甲方安排。

9. 病假

乙方可以凭甲方指定医院病历或医生假条可以请病假。如果合同期内病假不超过 30 天,并且根据甲方要求按时、优质完成授课任务的情况下,乙方可以享有 100%的工资;如果超过 30 天,甲方有权解除合同。

2) 事假

① 在合同期的壹年内,乙方事假累计不得超过 10 天,连续事假不得超过三天。超过一天,甲方可扣发双倍课时工资。

②在合同期一学期内,乙方累计未完成约定授课任务超过 10 课时,甲方可按照相关规定视为违约行为,并予以相关处理。

五、乙方的义务:

- 1) 遵守中国的法律、法规,不干预中国的内部事务。
- 2) 遵守甲方的工作制度和有关外国专家的管理规定,接受甲方的工作安排、业务指导、检查和评估。未经甲方同意,不得兼任与甲方无关的其他劳务。
- 3) 按期完成工作任务,保证工作质量。
- 4) 尊重中国的宗教政策,不非法传教,不从事与专家身份不符的活动。
- 5) 尊重中国人民的道德规范和风俗习惯。

六、甲方的义务:

- 1、向乙方介绍中国有关法律、法规和甲方有关工作制度以及有关外国专家的管理规定。
- 2、对乙方的工作进行指导、检查和评估。
- 3、向乙方提供必要的工作和生活条件。
- 4、配备合作共事人员。
- 5、按时支付乙方的报酬。

七、合同终止

乙方出现以下情况时,甲方有权提前终止合同。

- 1) 未经允许私自在公寓留宿他(她)人。
- 2) 未经允许私自旷课或者调课。

- 3) 甲方教学部门对乙方的教学评价不好。
- 4) 乙方未完成指定的教学任务。
- 5) 乙方做出损害甲方声誉的其他事宜。
- 6) 乙方做出违反中华人民共和国相关法律法规规定的违法事件。
- 7) 根据医生诊断,乙方在病假连续 30 天后不能恢复正常工作者

八、适用法律及争议解决方式

本合同适用中华人民共和国法律。当事人双方发生合同纠纷时,尽可能通过协商或者调解解决。若协商、调解无效,可向国家外国专家局设立的外国文教专家事务仲裁机构申请仲裁。

九、合同续签

合同有效期满前两个月,乙方应该通知甲方其是否可以续签合同。

本合同于 年 月 日在 中国 (地点) 签订,用中文和英文写成,两种文本具有同等效力,每种文本均一式三份,甲方两份,乙方一份。

院长(签名):

甲方(签章):

日期: 年 月 日

乙方(签章):

日期: 年 月 日

Zhongshan Torch Polytechnic

Employment of Foreign Teacher Contract

Part A: Zhongshan Torch Polytechnic (ZSTP)

Part B (Teacher): PAUL ALLEN BENAVIDES Passport Number:

I. Party A wishes to engage the service of Party B as the duty of oral English teacher. The two parties, in a spirit of friendly cooperation, agree to sign this contract and pledge to fulfil conscientiously all the obligations stipulated in it.

Teaching content: Party B is responsible for oral English teaching.

II Contractual period is deemed to be from Jul 16, 2020 to Jul 15, 2021

III Teaching duties

Party B is required to undertake a teaching duty of 12 teaching periods per week, 48 teaching periods per month (herein called the Required Teaching Load, RTL) assigned by Party A. Each teaching period is understood to last 45 minutes. Party B is required to make up any shortfall in as signed teaching time in close liaison with the related departments of Part A.

IV Remunerations

1. Salary

Party A agrees to pay Party B a monthly sum of 10000 RMB that including individual income tax for having carried out the required amount of teaching as stated in III above. Teaching duties performed beyond 48 teaching periods will be paid on the basis of 70 RMB per additional teaching period. Overtime will be calculated based on 48 teaching periods per month. Any classes taught after that will be regarded as overtime. Overtime payment will be paid at the end of each semester. Teaching duties performed below that of RTL shall be paid after taking the relevant situations into account. According to the China's Individual Income Tax Law, Party B should pay for the income tax as soon as he or she get the monthly salary. Party A will withhold and remit this income tax.

2. Travel allowance

Part B shall be entitled to 1500 RMB of travel allowance each semester for having satisfactorily completed the teaching duties for each of the two academic semesters in a year.

3. The "end of year" Bonus

Party A shall pay for Party B the "end of year" Bonus on the evolution of the Teaching Assessment Unit at the college and the students. There are four standards of bonus:

Standard A: RMB 2000;

Standard B: RMB 1500;

Standard C: RMB 1000;

Standard D: No bonus.

4. Accommodation

Party A provides Party B with a fully furnished accommodation of the following description:

Size: 80 square meters of floor space

Location: On campus

Layout: 2 bedrooms, 1 sitting room, 1 kitchen and 1 toilet

Household items and appliances: bed, tables and chairs, settee, TV set, air conditioner, telephone, washing machine, computer, printer, broadband Internet connection, kitchen utensils (see detailed list),

Tap water and electricity: Free use of electricity and tap water.

5. Medical insurance and treatment

Personal medical insurance

As required by the National Foreign Specialists Department, Party B is required to purchase medical insurance to cover the costs of medical treatments in China for himself/herself and his/her dependents, including the accident insurance, the treatments of serious illnesses and the costs of hospitalization for the whole of the contractual period. (Part B may be exempted from this requirement if she/he can prove to the satisfaction of Party A that she/he has a foreign insurance which provides equivalent and accessible coverage in China while working under the employment of Party A.)

Minor medical treatments

Party B shall choose the regular and public hospital which is appointed by Party A, especially when Party B needs to be hospitalized. Party shall pay 70% of the costs involved for any medical treatment of Party B for common illnesses on producing relevant receipts and medical certificate. However, Party A is not liable wholly or partly for the costs of the following items: clinic and hospital registration fees, home visits by doctors, transport for a medical treatment, dental treatment, cosmetic surgery, massage, spectacles, hospitalization and hospital food, health supplements, and treatments for a serious illness. Party A is also not liable for the costs of any medical treatments arisen during the time when Party B is engaged in travelling in non-official capacity.

If Party B fails to buy insurance in China for his own reasons, Party A will purchase an international insurance for Party B, which covers major diseases, in-patient treatment expense and accidents within duration of his/her service for Party A. Party A shall choose the appropriate types of insurance for Party B.

6. International airfare

Party A shall pay Party B an international airfare allowance of 9000 RMB if Party B has satisfactorily completed a full-year contract.

7. Visa and other related matters

While Party B is in China in the employment of Party A, Party A shall undertake to assist Party B and his/her dependents on matters relating to visa, work permit and resident permit applications. Party A will only be responsible to pay the fees required by the relevant government authorities relating to B's applications but none of the fees which are attributable to the applications of Party B's dependent(s). It is also to be understood that Party B is personally liable to pay for the full cost of any medical check-up when required. Any cost for re-entry visa application for Party B as a result of any holiday trip abroad will also be borne entirely by Party B.

8. Holidays

Part B is entitled to the following holidays:

- 1) New Year

- 2) Chinese Spring Festival
- 3) International Labour Day
- 4) China National Day
- 5) Others holidays as stipulated by Chinese law

Party A reserves the rights to reschedule Party B's teaching for the days before and after a specific public holiday to satisfy the number of official days off for teaching staff.

9. Sick leave

Party B is entitled to fully paid sick leave of up to 30 days on producing a bona fide doctor or hospital certificate covering the period of absence and provided that Party B is able to make up satisfactorily for the lost teaching days in accordance with the stipulations by Party A. Party A reserves the right to terminate the contract for the reason of an absence due to sickness for more than a period of 30 days.

10. Other absence from duty

- 1) With the consent of Party A, Party B may be granted leaves of absence for no more than 10 days in total and each absence from a teaching duty is no more than 3 days in length. Party A reserves the right to deduct twice the amount of Party B's pay due for each day of absence that exceeds the stated maximum of 3 days.
- 2) Party A reserves the right to treat as a clear breach of contract by Party B for having been absent from teaching duty for more than 10 days in total during the contractual period.

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 affairs.
2. Party B shall observe Party A's work system and regulations concerning administration of foreign experts and shall accept Party A's arrangement, 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 on schedule and guarantee the quality of work.
4. Party B shall respect China's religious policy, and shall not disseminate religious information illegally and conduct religious activities incompatible with the status of an expert.
5. Party B shall respect the Chinese people moral standards and standards and customs.

VI Party A's Obligations

1. Party A shall introduce to Party B the laws, decrees and relevant regulation enacted by the Chinese government, the Party A's work system and regulations concerning administrations of foreign experts.
2. Party A shall conduct direction, supervision and evaluation of Party B's work.
3. Party A shall provide Party B necessary working and living conditions.
4. Party A shall provide co-workers.
5. Party A shall pay Party B's salary regularly by the month.

VII Termination of contract

Party A can terminate this contract on the following grounds:

1. Party B having a guest living at the provided accommodation without the consent of Party A.
2. Party B's absence from duty without Part A's prior approval.
3. Party B having rescheduled his/her teaching or change a teaching location without the prior consent of Party A.
4. The Teaching Assessment Unit at the college has concluded that party B has failed to teach satisfactorily.
5. Part B having engaged in an act that may bring disrepute to the employer.
6. Any act by Party B deemed to be illegal by the law of PRC.
7. Party A reserves the right to terminate the contract for the reason of an absence due to sickness for more than a period of 30 days.

VIII. 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 can appeal to the organization of arbitration for foreign experts affairs in the State Bureau of Foreign Experts and ask for a final arbitration.

IX. Breach Penalty

When either of the two parties fails to fulfil the contract or fails to fulfil the contract obligations according to the terms stipulated, that is, breaks the contract, it must pay a breach penalty of US\$500 to 2,000 (or the equivalent in RMB).

If Party B asks to cancel the contract due to events beyond control, it should produce certifications by the department concerned, obtain Party A's consent, and pay its own return expenses; if Party B cancels the contract without valid reason, it should pay its own return expenses and pay a breach penalty to Party A.

If Party A asks to cancel the contract due to events beyond control, with the consent of Party B, it should pay Party B's return expenses; if Party A cancels the contract without valid reason, it should pay Party B's return expenses and pay a breach penalty to Party B.

X Contract renewal

Two months before the end of this contract, Party A has a duty to inform Party B if the current contract will be renewed.

This Contract is signed at Zhongshan Torch Polytechnic, in triplicate (Part A holds two, Part B holds one), this ___ day of ___, _____, in the Chinese and English languages, both texts being equally authentic.

Part A (President)  

Part B (Teacher) 

Paul Allen Benavides 中英文聘用合同 (2018-2019)

中山火炬职业技术学院外籍教师聘用合同

甲方：中山火炬职业技术学院

乙方：PAUL ALLEN BENAVIDES 护照号码：

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工作内容：负责英语口语教学工作。

二、合同期自 2018 年 9 月 1 日 起至 2019 年 7 月 15 日 止。

三、工作任务

乙方每周必须完成 12 学时的授课任务（即教学工作量），每月要完成 48 学时，每学时 45 分钟。如未按时完成规定的授课任务，则需征求甲方相关部门，按照要求及时补充课时，完成预定授课任务。

四、薪酬

1. 薪金：

甲方每学期按月支付乙方人民币 10000 元，如乙方每月授课时数超过 48 课时，增加部分的课时费用按照每课时 70 元计算，并于学期末统一结算。若当月授课时间不足预定任务时，则根据具体情况酌情处理。乙方对甲方支付的薪酬应依法缴纳个人所得税，甲方依法代为扣缴。

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甲方为乙方提供校内免费公寓一套，具体条件为：

- ① 面积：约 80 平方米
- ② 位置：学校院内公寓
- ③ 房间布置：两间卧室，一间客厅，一间浴室，一间

厨房

- ④ 房间配备：床、桌椅、沙发；电视、空调、洗衣机、电脑、打印机、宽带网、电话、厨房设施等。

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2) 事假

假不得超过三天。超过一天，甲方可扣发双倍课时工资。

②在合同期一学期内，乙方累计未完成约定授课任务超过 10 课时，甲方可按照相关规定视为违约行为，并予以相关处理。

五、乙方的义务：

- 1) 遵守中国的法律、法规，不干预中国的内部事务。
- 2) 遵守甲方的工作制度和有关外国专家的管理规定，接受甲方的工作安排、业务指导、检查和评估。未经甲方同意，不得兼任与甲方无关的其他劳务。
- 3) 按期完成工作任务，保证工作质量。
- 4) 尊重中国的宗教政策。不从事与专家身份不符的活动。
- 5) 尊重中国人民的道德规范和风俗习惯。

六、甲方的义务：

- 1、向乙方介绍中国有关法律、法规和甲方有关工作制度以及有关外国专家的管理规定。
- 2、对乙方的工作进行指导、检查和评估。
- 3、向乙方提供必要的工作和生活条件。
- 4、配备合作共事人员。
- 5、按时支付乙方的报酬。

七、合同终止

乙方出现以下情况时，甲方有权提前终止合同。

- 1) 未经允许私自在公寓留宿他（她）人。
- 2) 未经允许私自旷课或者调课。
- 3) 甲方教学部门对乙方的教学评价不好。
- 4) 乙方未完成指定的教学任务。

- 3) 甲方教学部门对乙方的教学评价不好。
- 4) 乙方未完成指定的教学任务。
- 5) 乙方做出损害甲方声誉的其他事宜。
- 6) 乙方做出违反中华人民共和国相关法律法规规定的违法事件。
- 7) 根据医生诊断,乙方在病假连续 30 天后不能恢复正常工作者

八、适用法律及争议解决方式

本合同适用中华人民共和国法律。当事人双方发生合同纠纷时,尽可能通过协商或者调解解决。若协商、调解无效,可向国家外国专家局设立的外国文教专家事务仲裁机构申请仲裁。

九、合同续签

合同有效期满前两个月,乙方应该通知甲方其是否可以续签合同。

本合同于 2018 年 7 月 2 日在 中国 (地点) 签订,用中文和英文写成,两种文本具有同等效力,每种文本均一式三份,甲方两份,乙方一份。


院长 (签名): 
甲方 (签章): 
日期: 2018 年 7 月 2 日

乙方 (签章): 
日期: 2018 年 7 月 2 日

Employment of Foreign Teacher Contract

Part A: Zhongshan Torch Polytechnic (ZSTP)

Part B (Teacher): PAUL ALLEN BENAVIDES Passport Number:

I. Party A wishes to engage the service of Party B as the duty of oral English teacher. The two parties, in a spirit of friendly cooperation, agree to sign this contract and pledge to fulfil conscientiously all the obligations stipulated in it.

Teaching content: Party B is responsible for oral English teaching.

II Contractual period is deemed to be from Sept 1, 2018 to Jul 15, 2019

III Teaching duties

Party B is required to undertake a teaching duty of 12 teaching periods per week, 48 teaching periods per month (herein called the Required Teaching Load, RTL) assigned by Party A. Each teaching period is understood to last 45 minutes. Party B is required to make up any shortfall in assigned teaching time in close liaison with the related departments of Part A.

IV Remunerations

1. Salary

Party A agrees to pay Party B a monthly sum of 10000 RMB that including individual income tax for having carried out the required amount of teaching as stated in III above. Teaching duties performed beyond 48 teaching periods will be paid on the basis of 70 RMB per additional teaching period. Overtime will be calculated based on 48 teaching periods per month. Any classes taught after that will be regarded as overtime. Overtime payment will be paid at the end of each semester. Teaching duties performed below that of RTL shall be paid after taking the relevant situations into account. According to the China's Individual Income Tax Law, Party B should pay for the income tax as soon as he or she get the monthly salary. Party A will withhold and remit this income tax.

2. Travel allowance

Part B shall be entitled to 1500 RMB of travel allowance each semester for having satisfactorily completed the teaching duties for each of the two academic semesters in a year.

3. The "end of year" Bonus

Party A shall pay for Party B the "end of year" Bonus on the evolution of the Teaching Assessment Unit at the college and the students. There are four standards of bonus:

Standard A: RMB 2000;

Standard B: RMB 1500;

Standard C: RMB 1000;

Standard D: No bonus.

4. Accommodation

Party A provides Party B with a fully furnished accommodation of the following description:

- 2) Chinese Spring Festival
- 3) International Labour Day
- 4) China National Day
- 5) Others holidays as stipulated by Chinese law

Party A reserves the rights to reschedule Party B's teaching for the days before and after a specific public holiday to satisfy the number of official days off for teaching staff.

9. Sick leave

Party B is entitled to fully paid sick leave of up to 30 days on producing a bona fide doctor or hospital certificate covering the period of absence and provided that Party B is able to make up satisfactorily for the lost teaching days in accordance with the stipulations by Party A. Party A reserves the right to terminate the contract for the reason of an absence due to sickness for more than a period of 30 days.

10. Other absence from duty

- 1) With the consent of Party A, Party B may be granted leaves of absence for no more than 10 days in total and each absence from a teaching duty is no more than 3 days in length. Party A reserves the right to deduct twice the amount of Party B's pay due for each day of absence that exceeds the stated maximum of 3 days.
- 2) Party A reserves the right to treat as a clear breach of contract by Party B for having been absent from teaching duty for more than 10 days in total during the contractual period.

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 affairs.
2. Party B shall observe Party A's work system and regulations concerning administration of foreign experts and shall accept Party A's arrangement, 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 on schedule and guarantee the quality of work.
4. Party B shall respect China's religious policy, and shall not disseminate religious information illegally and conduct religious activities incompatible with the status of an expert.
5. Party B shall respect the Chinese people moral standards and standards and customs.

VI Party A's Obligations

1. Party A shall introduce to Party B the laws, decrees and relevant regulation enacted by the Chinese government, the Party A's work system and regulations concerning administrations of foreign experts.
2. Party A shall conduct direction, supervision and evaluation of Party B's work.
3. Party A shall provide Party B necessary working and living conditions.
4. Party A shall provide co-workers.
5. Party A shall pay Party B's salary regularly by the month.

VII Termination of contract

Party A can terminate this contract on the following grounds:

1. Party B having a guest living at the provided accommodation without the consent of Party A.
2. Party B's absence from duty without Part A's prior approval.
3. Party B having rescheduled his/her teaching or change a teaching location without the prior consent of Party A.
4. The Teaching Assessment Unit at the college has concluded that party B has failed to teach satisfactorily.
5. Part B having engaged in an act that may bring disrepute to the employer.
6. Any act by Party B deemed to be illegal by the law of PRC.
7. Party A reserves the right to terminate the contract for the reason of an absence due to sickness for more than a period of 30 days.

VIII. 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 can appeal to the organization of arbitration for foreign experts affairs in the State Bureau of Foreign Experts and ask for a final arbitration.

IX. Breach Penalty

When either of the two parties fails to fulfil the contract or fails to fulfil the contract obligations according to the terms stipulated, that is, breaks the contract, it must pay a breach penalty of US\$500 to 2,000 (or the equivalent in RMB).

If Party B asks to cancel the contract due to events beyond control, it should produce certifications by the department concerned, obtain Party A's consent, and pay its own return expenses; if Party B cancels the contract without valid reason, it should pay its own return expenses and pay a breach penalty to Party A.

If Party A asks to cancel the contract due to events beyond control, with the consent of Party B, it should pay Party B's return expenses; if Party A cancels the contract without valid reason, it should pay Party B's return expenses and pay a breach penalty to Party B.

X Contract renewal

Two months before the end of this contract, Party A has a duty to inform Party B if the current contract will be renewed.

This Contract is signed at Zhongshan Torch Polytechnic, in triplicate (Part A holds two, Part B holds one), this 2 day of 7, 2018, in the Chinese and English languages, both texts being equally authentic.

Part A (President)



Part B (Teacher)


2. David John Greaves 中英文聘用合同

中山火炬职业技术学院外籍教师聘用合同

甲方：中山火炬职业技术学院

乙方：DAVID JOHN GREAVES 护照号码：

一、中山火炬职业技术学院 聘请 英国 籍 DAVID JOHN GREAVES 先生/小姐为 口语教师。双方本着合法、公平、平等自愿、协商一致、诚实信用的原则和友好合作精神，自愿签订本合同并保证认真履行合同中约定的各项义务。

二、合同期自 2016 年 7 月 16 日 起至 2017 年 7 月 15 日 止。

三、工作任务

乙方每周必须完成 14-18 学时的授课任务（即教学工作量），每学时 45 分钟。如未按时完成规定的授课任务，则需征求甲方相关部门，按照要求及时补充课时，完成预定授课任务。

四、薪酬

1. 薪金：

甲方每学期按月支付乙方人民币 7350 元，如乙方每周授课课时超过 18 课时，增加部分的课时费用按照每课时 50 元计算，并于学期末统一结算。若当月授课时间不足预定任务时，则根据具体情况酌情处理。乙方对甲方支付的薪酬应依法缴纳个人所得税，甲方依法代为扣缴。

2. 旅游奖励：

乙方完成合同规定任务后，甲方每学期提供 1500 元人民币的旅游补助并于每学期末统一发放。

3. 电话补助

甲方按月支付给乙方人民币 150 元的电话补助。

甲方根据教学部门对乙方的教学评价、学生对乙方的评价对乙方发放年终奖金。年终奖金分三类：

- ①优秀。评价分 90 分以上，人民币 2000 元。
- ②良好。评价分 75-90 分，人民币 1500 元。
- ③合格。评价分 60-75 分，人民币 1000 元。
- ④不合格。评价分 60 分以下，没有奖金。

4. 住房

甲方为乙方提供校内免费公寓一套，具体条件为：

- ① 面积：约 80 平方米
- ② 位置：学校院内公寓
- ③ 房间布置：两间卧室，一间客厅，一间浴室，一间厨房
- ④ 房间配备：床、桌椅、沙发；电视、空调、洗衣机、电脑、打印机、宽带网、电话、厨房设施等。
- ⑤ 水电：乙方可以免费使用（纯净水、矿泉水费用自理）。

5. 医疗保障制度

①个人医疗保险：根据国家外国专家局《关于完善在华工作外国专家医疗保障制度的意见》的通知要求，凡来华工作的外国专家（包括随行家属），即乙方必须在中国境内购买其在中国工作期间的包括意外保险、大病保险和住院保险在内的专项医疗保险（如果乙方可以提供满足甲方要求的，其在境外已购买的中国境外医疗保险，并所购险种确能覆盖其在中国工作期间所发生大病和住院医疗费用的保险证明，经与甲方协商后可以不再购买中国境内医疗保险）。

②合同期内，乙方凭甲方指定医院（乙方需到正规的公立医院就诊和住院，特殊情况除外）开具的诊断书及发票报销 70% 的普通医疗费用（其中挂号、出诊、就医交通、镶牙、洗牙、整容、保健按摩、配眼镜、住院用餐、和服用非医疗性的滋补药品等费用自理，大病及住院费用不在

③甲方如不能提供免费医疗，且乙方因个人原因无法在其本国购买保险，则甲方帮助乙方购买可覆盖其在校任职期间的医疗（包括大病和住院）和意外保险，并且由甲方协助乙方选择合适险种。

7. 国际旅费：

在乙方按照要求完成甲方规定的授课任务后，一年合同期满，甲方提供机票补贴 8000 元。

8. 签证及相关手续

乙方入境且于甲方签订合同后，甲方协助乙方及其随行家属按照有关规定办理相关手续，如签证、外籍专家证、居留证，并为乙方提供相应费用。

注：乙方体检、节假日旅游度假等往返签证费，以及乙方随行家属的各种相关费用由乙方自行承担。

9. 休假

乙方享受中国下列节日休假：

- 1) 元旦
- 2) 春节
- 3) 国际劳动节
- 4) 国庆节
- 5) 中国法律、法规规定的其他休假节日。

若甲方根据情况在节假日前后对乙方课程做出相关调整，乙方应遵循甲方安排。

10. 病假

乙方可以凭甲方指定医院病历或医生假条可以请病假。如果合同期内病假不超过 30 天，并且根据甲方要求按时、优质完成授课任务的情况下，乙方可以享有 100% 的工资；如果超过 30 天，甲方有权解除合同。

2) 事假

- ① 在合同期的壹年内，乙方事假累计不得超过 10 天，连续事

假不得超过三天。超过一天，甲方可扣发双倍课时工资。

②在合同期一学期内，乙方累计未完成约定授课任务超过 10 课时，甲方可按照相关规定视为违约行为，并予以相关处理。

五、乙方的义务：

- 1) 遵守中国的法律、法规，不干预中国的内部事务。
- 2) 遵守甲方的工作制度和有关外国专家的管理规定，接受甲方的工作安排、业务指导、检查和评估。未经甲方同意，不得兼任与甲方无关的其他劳务。
- 3) 按期完成工作任务，保证工作质量。
- 4) 尊重中国的宗教政策。不从事与专家身份不符的活动。
- 5) 尊重中国人民的道德规范和风俗习惯。

六、甲方的义务：

- 1、向乙方介绍中国有关法律、法规和甲方有关工作制度以及有关外国专家的管理规定。
- 2、对乙方的工作进行指导、检查和评估。
- 3、向乙方提供必要的工作和生活条件。
- 4、配备合作共事人员。
- 5、按时支付乙方的报酬。

七、合同终止

乙方出现以下情况时，甲方有权提前终止合同。

- 1) 未经允许私自在公寓留宿他（她）人。
- 2) 未经允许私自旷课或者调课。
- 3) 甲方教学部门对乙方的教学评价不好。
- 4) 乙方未完成指定的教学任务。

- 5) 乙方做出损害甲方声誉的其他事宜。
- 6) 乙方做出违反中华人民共和国相关法律法规规定的违法事件。
- 7) 根据医生诊断,乙方在病假连续 30 天后不能恢复正常工作者

八、适用法律及争议解决方式

本合同适用中华人民共和国法律。当事人双方发生合同纠纷时,尽可能通过协商或者调解解决。若协商、调解无效,可向国家外国专家局设立的外国文教专家事务仲裁机构申请仲裁。

九、合同续签

合同有效期满前两个月,乙方应该通知甲方其是否可以续签合同。

本合同于 2016 年 5 月 17 日在 中国 (地点) 签订,用中文和英文写成,两种文本具有同等效力,每种文本均一式三份,甲方两份,乙方一份。

甲方(签章):

日期: 2016 年 5 月 17 日

乙方(签章):

日期: 2016 年 5 月 17 日

Zhongshan Torch Polytechnic Employment of Foreign Teacher Contract

Part A: Zhongshan Torch Polytechnic (ZSTP)

Part B (Teacher): DAVID JOHN GREAVES Passport Number

I. Party A wishes to engage the service of Party B as oral English teacher. The two parties, in a spirit of friendly cooperation, agree to sign this contract and pledge to fulfil conscientiously all the obligations stipulated in it.

II Contractual period is deemed to be from Jul 16, 2016 to Jul 15, 2017

III Teaching duties

Party B is required to undertake a teaching duty of 14-18 teaching periods per week (herein called the Required Teaching Load, RTL) assigned by Party A. Each teaching period is understood to last 45 minutes. Party B is required to make up any shortfall in as signed teaching time in close liaison with the related departments of Part A.

IV Remunerations

1. Salary

Party A agrees to pay Party B a monthly sum of 7350 RMB that including individual income tax for having carried out the required amount of teaching as stated in III above. Teaching duties performed beyond 14-18 teaching periods will be paid on the basis of 50 RMB per additional teaching period – to be totalled up at the end each semester. Teaching duties performed below that of RTL shall be paid after taking the relevant situations into account. According to the China's Individual Income Tax Law, Party B should pay for the income tax as soon as he or she get the monthly salary. Party A will withhold and remit this income tax.

2. Travel allowance

Part B shall be entitled to 1500 RMB of travel allowance each semester for having satisfactorily completed the teaching duties for each of the two academic semesters in a year.

3. Cellphone Fee

Party A shall pay Party B 150RMB as cellphone fee per month.

4. The "end of year" Bonus

Party A shall pay for Party B the "end of year" Bonus on the evolution of the Teaching Assessment Unit at the college and the students. There are four standards of bonus:

Standard A: RMB 2000;

Standard B: RMB 1500;

Standard C: RMB 1000;

Standard D: No bonus.

5. Accommodation

Party A provides Party B with a fully furnished accommodation of the following description:

Size: 80 square meters of floor space

- 3) International Labour Day
- 4) China National Day
- 5) Others holidays as stipulated by Chinese law

Party A reserves the rights to reschedule Party B's teaching for the days before and after a specific public holiday to satisfy the number of official days off for teaching staff.

10. Sick leave

Party B is entitled to fully paid sick leave of up to 30 days on producing a bona fide doctor or hospital certificate covering the period of absence and provided that Party B is able to make up satisfactorily for the lost teaching days in accordance with the stipulations by Party A. Party A reserves the right to terminate the contract for the reason of an absence due to sickness for more than a period of 30 days.

11. Other absence from duty

- 1) With the consent of Party A, Party B may be granted leaves of absence for no more than 10 days in total and each absence from a teaching duty is no more than 3 days in length. Party A reserves the right to deduct twice the amount of Party B's pay due for each day of absence that exceeds the stated maximum of 3 days.
- 2) Party A reserves the right to treat as a clear breach of contract by Party B for having been absent from teaching duty for more than 10 days in total during the contractual period.

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 affairs.
2. Party B shall observe Party A's work system and regulations concerning administration of foreign experts and shall accept Party A's arrangement, 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 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 an expert.
5. Party B shall respect the Chinese people moral standards and standards and customs.

VI Party A's Obligations

1. Party A shall introduce to Party B the laws, decrees and relevant regulation enacted by the Chinese government, the Party A's work system and regulations concerning administrations of foreign experts.
2. Party A shall conduct direction, supervision and evaluation of Party B's work.
3. Party A shall provide Party B necessary working and living conditions.
4. Party A shall provide co-workers.
5. Party A shall pay Party B's salary regularly by the month.

VII Termination of contract

Party A can terminate this contract on the following grounds:

1. Party B having a guest living at the provided accommodation without the consent of Party A.

2. Party B's absence from duty without Part A's prior approval.
3. Party B having rescheduled his/her teaching or change a teaching location without the prior consent of Party A.
4. The Teaching Assessment Unit at the college has concluded that party B has failed to teach satisfactorily.
5. Part B having engaged in an act that may bring disrepute to the employer.
6. Any act by Party B deemed to be illegal by the law of PRC.
7. Party A reserves the right to terminate the contract for the reason of an absence due to sickness for more than a period of 30 days.

VIII. 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 can appeal to the organization of arbitration for foreign experts affairs in the State Bureau of Foreign Experts and ask for a final arbitration.

IX. Breach Penalty

When either of the two parties fails to fulfil the contract or fails to fulfil the contract obligations according to the terms stipulated, that is, breaks the contract, it must pay a breach penalty of US\$500 to 2,000 (or the equivalent in RMB).

If Party B asks to cancel the contract due to events beyond control, it should produce certifications by the department concerned, obtain Party A's consent, and pay its own return expenses; if Party B cancels the contract without valid reason, it should pay its own return expenses and pay a breach penalty to Party A.

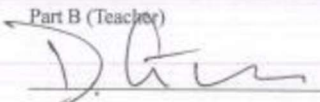
If Party A asks to cancel the contract due to events beyond control, with the consent of Party B, it should pay Party B's return expenses; if Party A cancels the contract without valid reason, it should pay Party B's return expenses and pay a breach penalty to Party B.

X Contract renewal

Two months before the end of this contract, Party A has a duty to inform Party B if the current contract will be renewed.

This Contract is signed at Zhongshan Torch Polytechnic, in triplicate (Part A holds two, Part B holds one), this 17 day of 05, 2016, in the Chinese and English languages, both texts being equally authentic.


Part A (Employer)


Part B (Teacher)


2 制定与国际接轨的课程体系建设标准

依据 ISO29990 制定了财经商贸学院与国际接轨的《初级经济法基础》课程标准



中山火炬职业技术学院
Zhongshan Torch Polytechnic

中山火炬职业技术学院

课程标准

（专业<技能>课程）

课 程 名 称 : 初级经济法基础

适用专业（群） : 会计专业

教 学 单 位 : 财经商贸学院

执 笔 人 : 黄莉

课 程 负 责 人 : 黄莉

制（修）订日期 : 2022 年 3 月

教务处编制

二〇二二年三月

《初级经济法基础》课程标准

课程名称	初级经济法基础	课程代码	H000431004	适用专业	大数据与会计
修读学期		课程学时	64	课程学分	4
课程类型	A	课程性质	必修课	考核方式	闭卷考试
对应职业技能等级证书或内容		初级助理会计师			
合作企业	中山香山会计是事务所、中山恒睿德会计师事务所				
课程团队	黄莉、李佳、范耀堂				
制订时间				修订时间	2022.3

注：1. 课程类型（单一选项）：A类（纯理论课）/ B类（理论+实践）/ C类（纯实践课）

2. 课程性质（单一选项）：必修课/限选课

3. 课程团队：课程负责人、主讲教师、行业企业专家及其他人员

一、课程性质与任务

《初级经济法基础》的课程性质与任务：

本课程是会计专业的核心、必修基础课程，同时也是会计行业职称初级助理会计师证考核课程的其中一门。根据《全国会计专业技术资格考试大纲》的要求，配合会计行业对会计岗位的基础任职要求，采取“以岗位为基础，以能力为本位，以理论必需、够用为度”的教学原则，培养学生对法律基础、经济纠纷解决途径、法律责任、票据法、不同结算方式、支付制度以及多种主要税务计算的知识进行教学，为进一步学习《税务会计》、《财务管理》等其他经管类专业课程和有关实训实践活动以及今后从事财会工作打下坚实的基础，培养出具有良好法律素养和较强职业能力的高素质人才。

二、课程目标

《初级经济法基础》的课程目标：

（一）总体目标：课程在会计人才培养方案中属于会计专业群平台课程，同时是初级会计专业技术资格考试的科目之一，该课程旨在让学生掌握与理解会计法、支付结算法、税法等财经类经济法律在未来会计工作岗位中的应用规范，实现课岗融合、课证融合，培养学生尊法、守法、用法的法律思维与分析、解决实际问题的能力。

（二）具体目标

1. 知识目标

通过本课程的学习,要使学生了解法律的一些基础理论知识,了解和理解经济法的基本理论知识,经济对象特征和基本原则以及经济法的地位和作用,经济法律关系等;使学生掌握市场主体法、合同法和劳动法等经济法律法规的主要内容。

2. 能力目标

要求在经济法的教与学过程中做到理论联系实际,能够针对能够针对生活中的经济纠纷选择仲裁、民事诉讼、行政复议、行政诉讼合适的解决方式。能够依法与企业签订、履行、变更和解除劳动合同,维护自身作为劳动者的合法权益。能够依法设置会计机构、会计人员和会计岗位,并依法进行会计核算和会计监督。能够依法使用票据、银行结算账户、汇兑等工具进行支付结算。能够依法及时足额缴纳增值税、消费税、企业所得税、个人所得税及房产税、契税、土地增值税、城镇土地使用税、印花税、资源税等税种。

3. 素质目标

- (1) 培养认真细致、诚实守信、吃苦耐劳的良好品质;
- (2) 具有良好的沟通能力和团队协作精神,具有良好的职业道德素养;
- (3) 强化安全意识与质量意识,养成善于分析、不断进取、规范操作的良好习惯;

4. 思政目标

- (1) 思政主题:国家之“仁”、企业之“义”、个人之“信”三者“和”谐共生。
- (2) 思政目标:尊法——传承和弘扬家国情怀,感恩“国家之仁”。国家命运与行业前景及个人前途密不可分,充分理解进入新时代后,电子结算方式变革、税收改革对国家建设、社会发展、经济稳定以及个人财富的作用和影响,对优化国家治理体系、提高国家治理能力发挥的重要作用,增强“四个自信”,提升学生对法治的自觉认可与敬畏。守法——培养和提升职业素养,维护“企业之义”。立足于本课程中“法”的强制性特点,着力于提升学生对岗位高度相关的会计法律、结算法律、税收法律制度认知与学习,明确财会人员在未来的会计工作岗位中时刻谨遵法律的底线要求。用法——深化和提高专业精神,坚守“个人之信”。学生将能够及时运用以减税降费改革、增值税改革、个人所得税改革等为代表的税收实践新政,通过对增值税、消费税、企业所得税、个人所得税等纳税筹划技巧的创新,培养学生“依法纳税,合法节税”的专业技能与勇于创新的专业精神,学生感受理解国家价值、企业价值和個人价值的“和”谐共生。

三、课程内容与结构

《初级经济法基础》的课程内容与结构

序号	学习情境	工作任务	参考学时	
1	经济法律认知	任务1: 掌握法和法律、法律关系以及事实, 法的形式分类, 掌握仲裁、民事诉讼、行政复议和行政诉讼。	4	12
		任务2: 熟悉法律部门与法律体系, 熟悉法律责任的概念、责任的种类。	4	
		任务3: 了解经济纠纷的概念与解决途径。	4	
2	依法履行劳动合同	任务1: 劳动合同订立的基本知识、内容	4	12
		任务2: 劳动合同的解除和终止以及履行变更	4	
		任务3: 合同解除和终止的经济补偿以及争议解决方法	4	
3	依法处理会计业务	任务1: 掌握会计核算、会计档案管理、会计监督, 会计机构、会计岗位的设置、会计人员。	4	12
		任务2: 熟悉违反会计法律制度的法律责任。	4	
		任务3: 了解会计法律制度的概念、适用范围和会计工作管理体制	4	
4	依法办理支付结算	任务1: 掌握银行卡分类以及账户和交易银行卡收费和利息	4	16
		任务2: 掌握汇兑、托收承付和委托收款结算方式	6	
		任务3: 掌握票据权利、行为和责任, 汇票本票和支票的管理, 银行结算账户的管理, 票据追索, 结算纪律与法律责任。	6	
5	依法完成税款缴纳	任务1: 掌握增值税、企业与个人所得税、附加税、房产税、土增、契税、印花以及资源税等主要税种。	6	12
		任务2: 对以上税种的纳税范围、纳税义务人以及计税依据、税率等征管检查相关规定学习。	6	
总学时			64	

四、课程教学建议

(一) 教学设计

《初级经济法基础》的教学设计

学习情境名称: 经济法律认知		学时: 12
情境描述		
针对生活中的经济纠纷选择仲裁、民事诉讼、行政复议、行政诉讼合适的解决方式。		
学习目标:		
掌握法和法律、法律关系、法律事实、法的形式和分类, 掌握仲裁、民事诉讼、行政复议、行政诉讼。熟悉法律部门与法律体系, 熟悉法律责任的概念、法律责任的种类。了解经济纠纷的概念与解决途径。训练团队协作能力, 工作纪律与工作态度。		
学习内容		教学方法建议
1. 掌握法和法律、法律关系以及事实, 法的形式分类, 掌握仲裁、民事		

诉讼、行政复议和行政诉讼。 2、熟悉法律部门与法律体系，熟悉法律责任的概念、责任的种类。 3、了解经济纠纷的概念与解决途径。		案例分析
任务设计	任务名称	课时
	2. 任务1: 掌握法和法律、法律关系以及事实, 法的形式分类, 掌握仲裁、民事诉讼、行政复议和行政诉讼。	4
	3. 任务2: 熟悉法律部门与法律体系, 熟悉法律责任的概念、责任的种类。	4
	4. 任务3: 了解经济纠纷的概念与解决途径。	4
考核与评价		
评价内容: 作业任务完成情况 评价形式: 作业 评价方式: 教师评价		
工具与媒体		学生已有基础
工具	教学用书以及资料	可以是零基础, 最好具备基本的会计认知知识。 根据课程目标初级会计职业技能证书以及多年教学经验
媒体	多媒体教学课件	
学习情境名称: 依法履行劳动合同		学时: 12
情境描述		
劳动合同订立、履行、变更、解除、终止事项进行相应的处理、能就劳动争议提出解决措施		
学习目标:		
能进行劳动合同的订立、能按照法律程序就劳动合同的履行、变更、解除、终止事项进行相应的处理、能就劳动争议提出解决措施, 能够团队协作能力, 工作纪律与工作态度。		
学习内容		教学方法建议
1、掌握劳动合同订立的基本知识 2、熟悉劳动合同的内容 3、掌握掌握劳动合同的解除和终止 4、掌握劳动合同解除和终止时的经济补偿 5、熟悉劳动合同的履行和变更 6、熟悉劳动争议的解决方法		案例分析
任务设计	任务名称	课时
	任务1: 劳动合同订立的基本知识、内容	4
	任务2: 劳动合同的解除和终止以及履行变更	4
	任务3: 合同解除和终止的经济补偿以及争议解决方法	4
考核与评价		
评价内容: 作业任务完成情况 评价形式: 作业		

评价方式：教师评价			
工具与媒体		学生已有基础	教师所需执教能力
工具	教学用书以及资料	可以是零基础,最好具备基本的会计认知知识。	根据课程目标初级会计职业技能证书以及多年教学经验
媒体	多媒体教学课件		
学习情境名称：依法处理会计业务			学时：12
情境描述			
能够依法设置会计机构,会计人员和会计岗位,并依法进行会计核算和会计监督。			
学习目标:			
掌握会计核算,会计档案管理,会计监督,会计机构,会计岗位的设置,会计人员。熟悉违反会计法律制度的法律责任。了解会计法律制度的概念,适用范围和会计工作管理体制。能够团队协作能力,工作纪律与工作态度。			
学习内容			教学方法建议
1.掌握会计核算,会计档案管理,会计监督,会计机构,会计岗位的设置,会计人员。			案例分析
2.熟悉违反会计法律制度的法律责任。			
3.了解会计法律制度的概念,适用范围和会计工作管理体制。			
任务设计	任务名称		课时
	任务 1:掌握会计核算,会计档案管理,会计监督,会计机构,会计岗位的设置,会计人员。		4
	任务 2:熟悉违反会计法律制度的法律责任。		4
	任务 3:了解会计法律制度的概念,适用范围和会计工作管理体制		4
考核与评价			
评价内容:作业任务完成情况			
评价形式:作业			
评价方式:教师评价			
工具与媒体		学生已有基础	教师所需执教能力
工具	教学用书以及资料	可以是零基础,最好具备基本的会计认知知识。	根据课程目标初级会计职业技能证书以及多年教学经验
媒体	多媒体教学课件		
学习情境名称：依法办理支付结算			学时：16
情境描述			
能进行银行结算账户的开立,使用,撤销,会进行银行卡的申领和交易,会根据业务填制汇兑,托收承付,委托收款支付结算凭证,正确进行支付结算,能对汇票、银行本票和支票进			

行正确出票和使用		
学习目标:		
1. 掌握银行卡分类以及账户和交易银行卡收费和利息 2. 掌握汇兑、托收承付和委托收款结算方式 3. 掌握票据权利、行为和责任, 汇票本票和支票的管理, 银行结算账户的管理, 票据追索。结算纪律与法律责任。 素质目标: 团队协作能力, 工作纪律与工作态度。		
学习内容		教学方法建议
1. 掌握银行卡分类以及账户和交易银行卡收费和利息 2. 掌握汇兑、托收承付和委托收款结算方式 3. 掌握票据权利、行为和责任, 汇票本票和支票的管理, 银行结算账户的管理, 票据追索。结算纪律与法律责任。		案例分析
任务设计	任务名称	课时
	任务 1: 掌握银行卡分类以及账户和交易银行卡收费和利息	4
	任务 2: 掌握汇兑、托收承付和委托收款结算方式	6
	任务 3: 掌握票据权利、行为和责任, 汇票本票和支票的管理, 银行结算账户的管理, 票据追索。结算纪律与法律责任。	6
考核与评价		
评价内容: 作业任务完成情况 评价形式: 作业 评价方式: 教师评价		
工具与媒体		学生已有基础
工具	教学用书以及资料	可以是零基础, 最好具备基本的会计认知知识。 根据课程目标初级会计职业技能证书以及多年教学经验
媒体	多媒体教学课件	
学习情境名称: 依法完成税款缴纳		学时: 12
情境描述		
根据企业各种业务计算各种主要税种		
学习目标:		
掌握增值税、企业与个人所得税、附加税、房产税、土增、契税、印花以及资源税等主要税种。对以上税种的纳税范围、纳税义务人以及计税依据、税率等征管检查相关规定学习。 素质目标: 团队协作能力, 工作纪律与工作态度。		
学习内容		教学方法建议
1. 掌握增值税、企业与个人所得税、附加税、房产税、土增、契税、印花以及资源税等主要税种。 2. 对以上税种的纳税范围、纳税义务人以及计税依据、税率等征管检查相关规定学习。		案例分析

任务名称		课时	
任务设计	任务 1: 掌握增值税、企业与个人所得税、附加税、房产税、土增、契税、印花以及资源税等主要税种。	6	
	任务 2: 对以上税种的纳税范围、纳税义务人以及计税依据、税率等征管检查相关规定学习。	6	
考核与评价			
评价内容: 作业任务完成情况			
评价形式: 作业			
评价方式: 教师评价			
工具与媒体		学生已有基础	教师所需执教能力
工具	教学用书以及资料	可以是零基础,最好具备基本的会计认知知识。	根据课程目标初级会计职业技能证书以及多年教学经验
媒体	多媒体教学课件		

(二) 教学实施

1. 教学方法

2. 教学手段

《初级经济法基础》的教学实施

1. 教学方法及手段

综合采用多种现代化教学手段, 包括多媒体课件、现场教学、线上教学、录像、视频、网络教学、课余活动等。

网络教学平台要为学生提供了丰富的学习参考资源, 如建筑国家规范、建筑施工行业相关法规、职业技能等级证书考试相关资料、与课程相关施工案例、行业动态、专业网站和专业书目、课件、课程教学视频、教学录像、实训录像等。学生能利用网络讨论学习中的存在问题, 老师能在线答疑。

(三) 课程考核与评价

《初级经济法基础》的课程考核与评价

1. 采用获得证书与期末考试结合方式。

课程过程考核通过考勤、作业训练、章节阅读等方式, 占总体 40%, 期末考试占总体 60%。若学生通过初级助理会计师证书的考核, 可在本门课取得 90 分以上的成绩, 无论是否报考, 都必须参加期末考试。

五、课程实施保障

(一) 师资配置

《初级经济法基础》的师资配置

按照现在财经商贸学院会计教研室的教师师资，都可以担任本门课程，老师都具备本门基础课程的资格证书。

（二）实践教学条件

1、本门课程不需要软件实践。

2. 校外实践教学条件配置

在本校毕业后有明确的多个校外实训基地，满足本课程顶岗实习的需要。具体配置见下表（以下举例两家）：

校外实训基地名称	承担的主要实践教学项目
中山香山会计师事务所	审计助理工作、纳税会计、记账
中山恒泰德会计师事务所	审计助理工作、纳税会计、记账

（三）课程资源

1. 教材编选

本课程首选每年最新财政局规定的初级会计资格证的考试用书

2. 课程资源开发与利用

1、努力将本课程与助理会计师资格考试融合，争取建好教学平台资源。

2、利用校内外实训基地，提高学生实际业务操作能力。让学生在专任教师和企业人员的指导下，熟悉真实的经济法基础流程，为学生零距离就业打下良好的实践基础。

（2）参考教材及资料

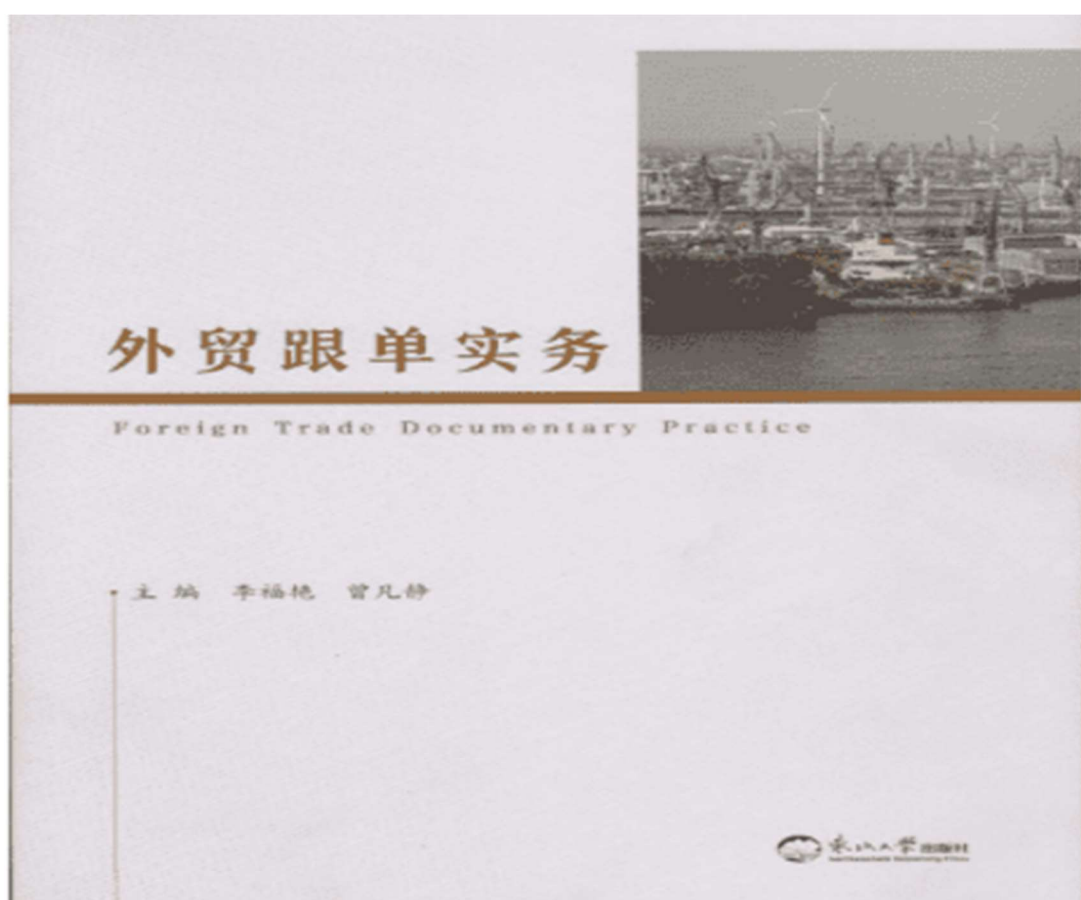
①《2022 经济法基础》，黄洁洵，背景科学技术出版社

六、其他说明

适用范围：本课程标准主要适用于高职高专会计专业的学生。其它专业的《经济法基础》教学可根据专业性质适当增减内容。

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证 明

《高级职业英语（第三版）听说教程1》（ISBN: 978-7-04-052801-5）已于2019年8月由我社出版，并获评“十三五”职业教育国家规划教材。中山火炬职业技术学院李海霞（身份证号：[REDACTED]）为此书副主编，特此证明。

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