

EMPLOYMENT CONTRACT

This Employment Contract (hereinafter "Contract") is made by and entered into

BETWEEN: _____ (hereinafter "Teacher"), with his/her main address at:

AND: _____ (hereinafter "Principal"), with the office located at:

1. TEACHER'S DUTIES

Teacher's duties are as follows:

- A. To prepare weekly lesson plans
- B. To teach English to students with the utmost patience and care
- C. To evaluate each student's achievement in the classroom and his/her homework
- D. To participate in Daily meetings with the Korean partner teacher
- E. To participate in the orientation for new teachers and workshops conducted by main office
- F. To be involved in other duties/events related to his/her teaching responsibilities as requested by Principal

2. PRINCIPAL'S DUTIES

Principal's duties are as follows:

- A. To help Teacher adjust to Korea and school comfortably
- B. To lead, help, and check Teacher in his/her English teaching and care for students
- C. To provide Teacher with all necessary materials to conduct classes, such as a computer, textbooks, supplies, etc.

3. TERM OF EMPLOYMENT

- A. The term of employment is 1 year, commencing, _____ and terminating _____ .
- B. The term of employment may be renewed by a mutual written agreement between Teacher and Principal.

4. WORKPLACE

- A. Teacher shall work at school as mentioned above.

5. WORK HOURS

- A. Teacher shall work 8 hours per day for 5 days per week from Monday to Friday and shall not work on Saturdays, Sundays and Korean national holidays.
- B. Teacher's work hours shall be _____. Work hours include classroom teaching, preparatory/administrative work, and time allocated for Lunch; however, such work hours may be adjusted by Principal as necessary.
- C. Teacher's regular teaching hours shall not exceed 30 hours per week; however, Teacher may teach extra hours if mutually agreed upon by Teacher and Principal. The request for extra hours may be initiated by either Teacher or Principal.

6. SALARY

- A. Monthly salary is _____ (Korean won).
- B. Teacher's salary shall be paid on the 10th day of the following month. If this day falls on a national holiday, Saturday, or Sunday, the salary shall be paid on the immediately preceding business day.
- C. If Teacher does not work a full month on the first or last months of his/her employment, the salary for those months shall be paid on a pro rata daily basis.
- D. If Teacher takes an unpaid leave from work, the salary for that month shall be deducted by the amount calculated on a pro rata daily basis for the number of absent days.
- E. For extra teaching hours aside from the normal 30 hours per week, Teacher shall be offered supplementary class instruction pay at the rate of 20,000 KRW per hour (or 15,000 KRW per 45-minute class time).
- F. Upon completion of a one-year Contract, Principal shall pay the Teacher a severance payment. The severance payment is equal to the average of the base salary for the last three months of the contract.
- G. The Korean income tax, the national pension contribution (approx. 9%, of which Principal pays half and which is refundable for U.S., Canadian, and Australian citizens at the end of Contract term) and the national health plan contribution (approx. 6.12%, of which Principal pays half) as required under Korean law shall be withheld each month from Teacher's salary.
- H. For the period of orientation before teaching duties are undertaken, Teacher's salary will be paid. Therefore, teacher will be paid salary from the first working day proceeding the commencing date of the contract.
- I. For the 1 or 2 workshops that may be conducted on Saturdays and/or Sundays by the main office during term of employment, Teacher shall not be entitled to any compensation. The costs of the workshops, such as lodging, transportation, and meals, shall be paid by Principal.

7. AIRFARE

- A. Principal is under obligation to provide one-way airfare at the close of the final contract, as stipulated by the original contract.
- B. In the event that Teacher is located in Korea prior to the contract term (e.g. E2 visa transfer), the teacher may use the one way airfare to return to his/her home country upon contract completion. If the teacher chooses to remain in Korea, the cash equivalent will not be provided.

- C. In the event of a contract termination, as outlined in points 12A-D, Principal is not under obligation to provide airfare.

8. HOUSING

- A. Principal shall provide Teacher with housing.
- B. Principal shall decide on the type of housing, being but not limited to an apartment or a house. In the case of shared housing, each Teacher shall have a private bedroom and may share a kitchen and bathroom.
- C. If Teacher wants to find housing on his/her own instead of receiving provided housing, Principal shall review the request. Depending on the nature of the request and other associated circumstances, Principal may or may not provide a rent subsidy of 400,000 KRW per month.
- D. If Principal provides housing to Teacher, Principal shall provide appliances and furniture such as a refrigerator, washing machine, vacuum cleaner, microwave, stove, electronic rice cooker, toaster, air conditioner, bed, table.
- E. If necessary, Principal shall provide temporary housing until appropriate housing for Teacher becomes available.
- F. Any and all damages due to Teacher's negligence or fault, bills, or charges incurred while using housing shall be borne by Teacher (e.g., monthly electric, water, gas bills). In case of moving, any cost incurred shall be borne by Teacher if the move is due to Teacher's personal reasons (e.g., marriage).

9. HEALTH INSURANCE

Principal shall provide Teacher with medical insurance pursuant to The National Health Insurance Act of Korea. If Teacher has dependants living with him/her in Korea, Principal shall also provide health insurance for them. In accordance with the National Health Insurance Act, Teacher shall be liable for 50% of the insurance cost. (Principal pays the remainder.)

10. PAID LEAVE AND UNPAID LEAVE

- A. Teacher shall be given paid leave for 10 vacation days, coinciding with days school shall be closed, to be determined by Principal.
- B. Teacher shall be given paid leave for 3 personal/sick days. If Teacher foresees the use of a personal day, he/she should give 10 days prior notice to Principal. In the event that personal/sick days are not used by the end of the Contract year, Teacher shall be paid for them on a pro rata daily basis. These days may not be taken on days that coincide with another teacher's paid leave.
- C. The use of more than 3 personal/sick days shall be counted as unpaid leave. If Teacher foresees the use of unpaid personal days, he/she should give 10 days prior notice to Principal.

11. OFFICE REGULATIONS AND RESTRICTIONS

- A. Teacher shall follow guidelines found in the School Teachers' Guide. The guide gives teaching instructions based on School textbooks and content. Principal or other teachers may come into Teacher's classroom during class time or record the class on videotape to observe, discuss, and give advice about how to manage the class.
- B. Teacher shall follow the School Teachers' Code of Conduct in caring for students and working with other teachers and staff members of school.

- C. In accordance with visa regulations, Teacher shall not be employed or involved in other paid work, including part-time jobs, without Principal's permission.
- D. Teacher shall not disclose his/her salary to a third party, especially to another teacher in any School.

12. TERMINATION OF THE CONTRACT

- A. Teacher or Principal may terminate or cancel this Contract upon occurrence of any one of the following events:
 - a. If any of the information provided by Teacher or Principal in order to establish a Contract is found to be intentionally false or inaccurate.
 - b. If Teacher or Principal clearly fails to perform any of the duties stipulated in this Contract in spite of a prior written or verbal notice.
 - c. If Teacher or Principal is faced with unavoidable circumstances, without any failure to perform duties. (Teacher's continued employment shall not be affected by Teacher's race, religion, sexuality, gender, or other such discriminatory factors.)
- B. In the event that this Contract is terminated, Teacher or Principal shall give a 30-day (60-day in case of above point A-c, unavoidable circumstances) prior written notice of termination of the Contract to the other party.
- C. In case of termination attributed to Teacher's fault or preference, he/she shall provide his/her own return-trip airfare, and his/her E2 visa shall be cancelled. If Teacher worked less than 6 months during the term of employment, Teacher shall return to Principal the amount received for his/her inbound airfare. If Teacher worked for 6 months or longer, Teacher's obligation to pay back the airfare is waived.
- D. In case of termination attributed to Principal's fault or preference, he/she shall do his/her best to recommend Teacher to another School or English institute if Teacher so desires.

13. CONTRACT RENEWAL

- A. If Teacher wishes a renewal of employment, he/she must provide a written request to Principal 90 days prior to the expiration of Contract, to which Principal must reply within 7 days.
- B. If the terms are agreeable to both parties, the new Contract should be signed before the expiration of the original contract.
- C. Upon contract renewal, Teacher is allowed 5 days of unpaid leave to visit his/her home country. The expense of which is the Teacher's responsibility. These days may be taken in conjunction with the school's vacation days.
- D. Severance payment will be calculated and paid at the close of the final contract. It will be equal to the average of the base salary for the last three months of the contract, multiplied by the number of contracts.
- E. Principal and Teacher agree to honor the terms of the original contract, unless another agreement has been made.

14. DISPUTE RESOLUTION

If a dispute or disagreement should arise in connection with or out of this Contract, the parties hereto shall first try to resolve the issue to the mutual satisfaction of both parties. However, if the parties fail to mutually resolve such disputes or disagreements, or are unable to reach a mutual settlement, their disputes or disagreements shall be finally resolved by arbitration of the Korean Commercial Arbitration Board.

15. SIGNATURE

In witness hereof, the parties hereto sign the Contract in triplicate on the date entered below with each party retaining one copy and submitting the third copy to an immigration office for Teacher's E2 visa application.

TEACHER

PRINCIPAL

Signature _____

Signature _____

Print Name _____

Print Name _____

Date _____

Date _____