

EMPLOYMENT AGREEMENT FOR TEACHER

ONE-YEAR CONTRACT

“Employer”:

Representative:	School Location:
Address:	
Telephone Number:	

“Teacher”:

Name:	Citizenship:
Permanent Address:	
Email:	

*** Contract Duration: From _____ to _____**

This EMPLOYMENT AGREEMENT has been made this day _____, 2009 between the above mentioned “Employer”, _____ and the above mentioned “Teacher” _____ under the terms and conditions set forth below.

Both parties agree on the following terms and conditions:

CLAUSE 1 (APPOINTMENT)

- The “Employer” agrees to employ the “Teacher” during the period stipulated herein.
- The “Teacher” agrees to accept employment and will work in his/her full capacity for the school.

CLAUSE 2 (PERIOD OF EMPLOYMENT)

- The total Agreement term is for one year, commencing on the first “Teacher’s first teaching day, and ending on the last teaching day of the “Teacher’s twelfth full teaching session,
- During the duration of this contract and without prior consent of the employee, the “Employer” can deny a release letter to the employee seeking another job position elsewhere.

CLAUSE 3 (THE “EMPLOYER”’S RESPONSIBILITIES)

- The “Employer” is required to provide support to the “Teacher” in his/her full capacity, working together to provide quality English instruction under the terms stated in this contract.
- The “Employer” will honor the terms and conditions of employment, as stated within this contract.
- The “Employer” will guarantee the “Teacher” a salary of 2,200,000 Korean Won per teaching month in consideration of the “Teacher’s” teaching hours and proper preparation for the classes.

- d. The “Employer” will ensure the employee receives an adequate induction programme before commencing teaching.

CLAUSE 4 (THE “TEACHER”’S RESPONSIBILITIES AND DUTIES)

- a. During the terms of this Agreement, the “Teacher” must cooperate and comply with the instructions and disciplines of the school. Assisting the ‘Supervisor’ or ‘Director’ he/she must carry out assignments as directed by the “Employer”. The ‘Supervisor’ or ‘Director’ will be responsible for establishing and communicating the ‘Standards of Performance’ as related to the duties stated in this contract.
- b. The “Teacher” **MUST** be adequately prepared for the classes in advance, preparing a detailed lesson plan for every class, every day.
- c. At all times during the term of this contract, Teacher’s must maintain a clean and neat appearance. While suits and ties are not mandatory, a professional appearance is desirable. (no t-shirts, shorts, holes in clothing, visible piercing(s), etc.)
- d. The “Teacher’s work will include, but shall not be limited to the following:
 - 1) Teaching English to students (Target students’ **ages: 6 to 16**)
 - 2) Curriculum design and implementation
 - 3) Indoor/outdoor classroom activities for/with students
 - 4) Level testing, grading, evaluation, and assessment of students
 - 5) Providing students with individualized care
 - 6) Attending teacher’s meetings, training, and workshops

CLAUSE 5 (WORKING HOURS)

- a. During the term of this Agreement, the “Teacher” should work in cooperation with the Supervisor or Director from **Monday through Friday**, and during special events.
- b. The teacher will be expected to arrive at school at 1:30pm to prepare for his/her day. Lessons will start at 2:30pm and will finish at 8pm.
- c. The will also be expected to teach a lesson from 8pm –9pm, 3 days a week to be determined by the director. The teacher will receive overtime pay in accordance with clause 6 below for these additional classes.
- d. The “Teacher” agrees to teach **120 teaching hours** a month, while adequately preparing for each class.

CLAUSE 6 (SALARY AND OVERTIME RATE)

- a. The “Employer” agrees to pay the “Teacher” salary of **2,200,000 Korean Won** for **120 teaching hours per month AND preparation for classes.**
- b. If the “Employer” is unable to provide the “Teacher” with 120 teaching hours per month, the “Employer” is still bound to pay the “Teacher’s” salary.
- c. Each teaching hour exceeding the **120 teaching hours/month** will be considered as overtime. The payment for the overtime will be **20,000 Korean Won per hour**
- d. For the avoidance of doubt a ‘teaching hour’ is 60 minutes of classroom teaching.
- e. **Attendance at scheduled staff meetings and workshops, along with preparation for classes is mandatory and not considered as overtime.**

CLAUSE 7 (TAX)

- a. Income tax and inhabitants’ taxes will be withheld from the salary in accordance with the Korean

laws.

CLAUSE 8 (TRANSPORTATION)

- a. The "Teacher" agrees to pay for a single airplane ticket from his/her nearest International Airport to Incheon International Airport, upon obtaining the necessary teaching visa to work in Korea. The cost of the ticket shall be reimbursed by the "Employer" within 14 days of the "Teacher's" arrival in Korea.
- b. At the end of this 12 month agreement the "Employer" will purchase a single airplane ticket to the "Teacher's" nearest international airport in his/her home country.
- c. The "Teacher" shall not be entitled to a single airplane ticket back to his/her home country if he/she does not complete this 12 month agreement
- d. If the "Teacher" leaves the school prior to completing 6 months for any reason as agreed in this contract, the "Teacher" must reimburse the "Employer" the cost of the airfare paid by the "Employer" or the school may deduct the equivalent amount from the "Teacher's" last month's pay.

CLAUSE 9 (MEDICAL INSURANCE)

- a. Medical insurance is to be provided by Korean Medical Insurance Union or a different private health insurance company/organization as agreed by the "Teacher" and the "Employer".
- b. Half of the insurance premium is to be paid by the "Employer" and the other half is to be covered by the "Teacher".

CLAUSE 10 (VACATION & HOLIDAYS)

- a. The "Teacher" is entitled to 10 vacation days during this agreement. The "Teacher" shall take 5 vacation days during the summer season and the other 5 days during the winter season.
- b. The "Teacher" agrees to submit a holiday request to the director/supervisor one month in advance of his/her proposed vacation.
- c. The "Employer" reserves the right to refuse the "Teacher's" holiday request, however, in refusing such a request the "Employer" agrees to give reasons for the refusal and negotiate in good faith to come to a suitable arrangement as to when the holiday can be taken.
- d. The "Teacher" will be entitled to all national holidays without any deductions from his/her monthly salary and shall not be expected to work during these holidays.

CLAUSE 11 (ACCOMMODATIONS)

- a. The school will provide the "Teacher" with furnished single accommodation.
- b. Furnishings being provided by the "Employer" include: television, refrigerator, washing machine, bed, air-conditioner, table, basic utensils, two-burner gas hot plate, and cell phone. The "Teacher" will be expected to provide his/her own pillow, pillowcase, and sheets, etc.
- c. Selection of the apartment and its location is to be made by the "Employer", and will be made without consulting with the "Teacher".
- d. The deposit and monthly rent is the full responsibility of the "Employer".
- e. Any and all other living costs are to be the full responsibility of the "Teacher". (All utilities: gas, electricity, telephone, cable, internet, etc.)
- f. For the first three months, the "Employer" will withhold a safety deposit of **150,000 Korean Won** each month, for a total deposit of **450,000 Korean Won**. This deposit is used to pay off utility and telephone charges unpaid at the resident, if any. After the "Employer" clears all utilities and

miscellaneous bills and conformation is received, the deposit (minus any remaining dues) is to be returned to the "Teacher". However, if the total remaining dues exceeds 450,000 Korean won "Teacher" is entirely responsible, and is to satisfy all debts with the "Employer" and/or utility companies.

CLAUSE 12 (SEVERANCE PAYMENT)

- a. Upon completion of this one-year contract, the "Teacher" will receive a severance payment of **2,200,000 Korean Won**, equal to one month's salaries, in accordance with Korean Laws. This payment will be made at the time of completion of the contract period and any and all income taxes are to be withheld.

CLAUSE 13 (DISMISSAL OR VOLUNTARY RESIGNATION)

- a. The "Employer" reserves the right to dismiss the "Teacher" from employment for the following causes:
 - a. Neglect or inability to perform his/her duties stipulated in this agreement
 - b. Frequent absences from work
 - c. Receiving two warning letters
 - d. Criminal behavior or misconduct according to Korean Law.
 - e. Any public behavior that results in damage to the school.
 - f. Attending school whilst under the influence of alcohol and/or illegal substances
 - g. Failure to fulfill one's duties or damaging the business operation of the school due to reasons of the "Teacher's" interests in employment elsewhere.
- b. The "Employer" agrees to give the employee the courtesy of one month notice in the event of dismissal. However, in the case of a "Teacher's criminal behavior, misconduct, or with any discretion thereof, he/she will be dismissed from employment immediately, without warning or notice. Overall, the "Employer" reserves to right to dismiss an employee at anytime.
- c. In the event the "Teacher" resigns from employment, he/she can do so giving two months notice to the "Employer"
- d. In the event dismissal or voluntary resignation of the "Teacher" for any reason, the "Employer" shall terminate the visa sponsorship as a guarantor of the "Teacher". The "Teacher" acknowledges the "Employer's" sponsorship for this visa status lasts only for the period of the "Teacher's" employment by the "Employer".

CLAUSE 14 (RELEASE DUE TO UNFORSEEN CIRCUMSTANCES)

- a. The "Employer" and the "Teacher" are released from this contract by circumstances beyond their control which shall include but shall not be limited to:
 - 1) Death or sever injury to the "Teacher"
 - 2) War or civil unrest in South Korea
 - 3) Failure to obtain an E2 visa from the Korean Immigration

CLAUSE 14 (GOVERNING LAW & JURISDICTION)

- a. This Agreement is governed under the laws of the Republic of Korea and any breach of this contract, of any form, may result in prosecution through the legal system in the Republic of Korea.
- b. This Agreement is made final and firm unless any material modification or amendment to this Agreement is executed with the full knowledge and consent of the undersigned and incorporated into this Agreement.

