Employment Contract

<Purpose>

This employment contract has been made this \_\_\_ of\_\_\_\_\_\_\_\_\_\_\_\_, 2008 between ECY Songpa-gu, Seoul, Korea, Employer (hereinafter referred to as “A”) and new employee\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “B”). This contract expires the \_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_ , 2010. Other articles that don’t exist on this contract will be followed by Labor Laws and employment regulations of the institute.

Article 1. <New Employee>

* Name :
* Date of Birth :
* Passport No :
* Present Address :

Article 2. <Period of Employment Contract>

1. This Agreement shall come into effect on the date the Instructor has arrived in Korea and has secured an appropriate work visa and shall remain in effect for one year thereafter. The employer shall be responsible for securing a visa for employee and employee shall cooperate fully in connection with the School's efforts on Instructor's behalf.

2. Employee agrees to discontinue residence in Korea under the visa status sponsored by employer after the termination of this contract.

3. Extension of employment beyond what is covered by this agreement must be agreed upon by employee and employer, in writing, at least three months prior to the expiration of the term of this agreement.

Article 3. <Compensation>

1. A monthly basic salary of 2.3 million won will be paid for 120 teaching hours (For each class, a 5 min break will be included). Salary will commence from the first day of teaching, and Monthly salary payments will be made on the last day of each month after the monthly employment services has been provided.

2. “B” is paid 18,000 **Won** per hour for over-time which exceeds 120 teaching hours a month.

Article 4. <Working Duties and Responsibilities>

1. General duties of Instructor

The Instructor's duty and responsibilities include, but not limited to, the following;

* 1. Instructor will set a good positive example of himself/herself and his or her Institute at all times. Furthermore, the Instructor will follow the directions of his/her director.
	2. Preparation for classes
	3. Instructor should prepare for quarterly evaluation sheet of each student in his/her class. Institute shall provide Instructors with official evaluation forms.
	4. Assistance in developing the Institute's educational program and materials;
	5. Attendance in developing the teacher's meetings, workshops, training sessions(about 10 hours before starting teaching for the institute’s program), etc.;
	6. Participation in other activities related to aspect of the business of the Institute. School holds special events 3 times a year on Sat. This is mandatory for employees to take part in special events such as contests or parents meeting day (no extra payment).
	7. Instructor will follow and set class schedules and will not dismiss class, cancel classes, or start classes late without pre-approval by academic director.
	8. In order to maintain the Institute's professional reputation, Instructor should wear descent and clean outfit.

2. The Teacher is required to be on campus at least 30 minutes prior to the scheduled start of all school days and remain on campus at least fifteen minutes after the scheduled end of the school, unless assigned duties require additional time.

3. Absence from Duties : If the teacher is absent from their teaching duties for reasons other than a legitimate illness, the employer is not required to recognize this as a sick day and as such the employer is not required to pay the teacher for that day. However more than two times of absences without the approval of Academic supervisor may be grounds for dismissal.

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Article 5. <Working Hours>

1. Working hours

During the term of this Agreement, the teacher shall be required to work well and closely with the Academic Supervisor each week **from Monday to Friday** at the times the Academic Supervisor directs. The teacher is contractually obligated to work at least the minimum **120 teaching hours** as per above. When the teaching hours are not enough to fulfill the required minimum 120 teaching hours a month, employee should devote him/herself for preparation or curriculum development at the school to fulfill 120 hours. The school will attempt to make classroom teaching hours consecutively, but such will depend upon student’s demands and Institute's needs. While the Institute will endeavor to set a regular schedule for the Instructor, the Institute reserves the right to change this schedule to fulfill customer needs and staffing requirements.

1. The employer may require the teacher to perform teaching duties in excess of the minimum monthly requirement (overtime). Any hours worked exceeding the above-mentioned general hours of operations are considered as overtime hours. The overtime hours before commencement should be agreed upon in advance between the Instructor and the Institute.
2. Phone Teaching will be required once a month per student for 5 minutes. Total minutes accumulated will be converted into hours and will be considered as part of the teaching hours or overtime and be paid accordingly.

Article 6. <Housing>

The School shall provide a furnished living single or accommodation with each own bedroom to employee. Furnishings provided by the Employer include ; blanket, pillow, television, toaster, bed, kitchen table, chairs, two-burner gas hot plate, refrigerator, wardrobe, and washing machine. Selection of apartment will be made by the Employer. The cost of monthly service, utility, and telephone charges for the accommodations provided by employer, will be paid by the teacher.

Article 7. <Tax>

 Income tax(3.3% of the salary) and pension tax(4.5% of the salary) will be observed from the salary according to the Korean tax law.

Article 8. <Transportation>

 The employer is to provide the teacher with an economy class ticket (from nearest airport to teacher’s house). After completion of the one-year contract, the teacher will be provided with a return ticket. If the teacher leaves the school before his/her contract period ends, the school will not pay for his/her return ticket. If the teacher leaves the school before six (6) months period of this contract for any reason, the teacher must reimburse the school the cost of the ticket the school had paid for his/her trip to Korea or the school may deduct the equivalent amount from the teacher’s last month’s payment.

Article 9 . <Holidays and Vacation>

 Employee will be entitled to observe public holidays and receive two weeks of paid vacation (including weekends), five days in summer and five days in winter, during the contract term according to a yearly schedule provided by employer before the commencement of the year. There is two weeks paid vacation in each calendar year (January-December). Public holidays and vacations can only be taken as scheduled.

Article 10. <Severance Payment>

 After completion of the 1 year contract, the employee will be given a bonus equal to one month’s salary. (Korean severance tax will be withheld). In the event that the employee does not renew or extend employment under a subsequent employment agreement with employer, this payment will be made at the time of completion of the contract period. If the teacher leaves the school before his/her contract period ends, the school will not pay for his/her severance payment.

Article 11 <Medical Insurance & Sick day>

1. Employee will be covered by medical benefits under the Korean Medical Insurance Union, a covered by medical benefits under the Korean Medical Insurance Union, a Government Health Organization. The cost of this coverage (5.08% of the salary) will be borne half by employer and half by employee. Payment will be made by monthly deduction from employee's salary, at present 2.54%, and a like amount contributed by employer. Coverage commences from date of joining the KMIU. Due to requirements from the immigration and taxation departments, coverage will commence approximately three to four weeks after arrival to Korea.
2. Employee will be given three sick days per year. A doctor’s note must be submitted to employer within one week of sick day.

Article 12 <Dismissal or Voluntary Resignation>

1. The employer reserves the right to dismiss the teacher from employment for the following causes:
	1. Neglect or inability to perform his/her duties stipulated in this agreement
	2. Frequent absences from work
	3. Receiving two warning letters
	4. Criminal behavior or misconduct
2. The employer agrees to give the employee 30 days notice in advance in the event of dismissal. However, in the case of a teacher’s criminal behavior or misconduct, he/she will be dismissed from employment immediately without warning or notice.
3. In the event the teacher resigns from employment, employee must submit in writing a notice of termination to employer 45 days prior to termination. (Letter of release will not be given if the guidelines set forth are not followed)
4. In either case of dismissal or resignation before completing six (6) months period of the contract term, the teacher must reimburse the employer the cost of the plane ticket (one way) to Korea. If recruiting services were used, employee must reimburse the cost of the recruiting fee
5. In either case of dismissal or resignation before completing the contract term, the teacher will not receive any severance payment in accordance with Korean Labor Laws.
6. If recruiting services were used, employee must reimburse the cost of the recruiting fee

Article 14. <Governing Law & Jurisdiction>

 This agreement has been drawn up and has been executed in the English language; therefore the English language text of this agreement will govern and prevail over any translation thereof. This agreement will be interpreted according to the internal (domestic) laws of the Republic of Korea. A competent court in the Republic of Korea will have jurisdiction in regard to any dispute or claim arising out of, or in connection with, this agreement.

Employer and employee have executed this agreement on the date indicated below. Intending to be legally bound to, and in witness of, employer and employee have appended their signatures. Both Parties, “A” and “B” keep the copy of this contract which is signed both.

**Parties,**

Employer Employee

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Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_