**TIME English Hagwon**

**The following article is an employment agreement between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (to be referred to as the Teacher) and Suncheon City TIME Hagwon (to be referred to as the Employer). Both parties agree to the terms and conditions set forth below.**

**Clause 1 (appointment)**

**a. The Employer agrees to employ the Teacher for one year (365 days) starting from \_\_\_\_ \_\_\_\_\_\_\_ 20\_\_\_\_.**

**b. The Teacher agrees to accept the employment and will work in his/her full capacity for the school and related school business.**

**c. Employment shall begin on the first day of orientation and will be completed on the last day of the Teachers twelfth month.**

**Clause 2 (The Employer's responsibilities)**

**a. The Employer and Teacher are equal individuals working together to provide quality English instruction under the terms stated in this contract.**

**b. The Employer will honor the terms and conditions of employment for the Teacher as stated within this contract.**

**c. The Employer will guarantee the teacher a salary of 2,100,000 won per month in consideration of the Teacher's teaching hours and proper preparation for the classes.**

**Clause 3 (The Teacher's responsibilities and duties)**

**a. During the term of this agreement the Teacher shall accept, obey, and strictly comply with the instructions, supervision, training, and discipline of the Employer and shall carry out such assignments as directed by the Employer. These duties shall include ESL instruction in all phases of the program, an orientation training period in which the Teacher will observe classes and be observed teaching, administrative duties related to the Teacher, classroom duties, attending staff meetings, workshops, school outings, and any other duties assigned by the Employer. Attendance and completion of these duties will not be considered for overtime unless the Employer agrees previous to the event.**

**b. The Teacher will not be permitted to work outside the School without authorization from the Employer before such work is initiated.**

**c. The Teacher understands and agrees that at all times during the term of this agreement, the Teacher shall strictly obey all laws, regulations, provisions, instructions, and guidance from the Government of Korea or any local Government or local officials thereof.**

**d. During the term of this agreement, the Teacher must agree to comply to the Standards of Performance as laid out below.**

 **1. The Teacher must have adequately prepared (at least 1 hour per day) for the classes in advance.**

 **2. The Teacher has to be at school at least 30 minutes before the first class.**

 **3. Any damages that are the direct result of negligence on behalf of the Teacher, either at the institute or residence, will be paid for by the Teacher.**

 **4. At all times during the term of this Agreement, the Teacher must maintain a clean and neat appearance. While suits and ties are not mandatory, a professional appearance is desirable.**

 **5. The Teacher's work will include the following:**

 **a. Teaching of English language to Kindergarten to Middle School students and adults.**

 **b. Development of educational programs and materials.**

 **c. Curriculum design and implementation.**

 **d. Indoor and outdoor classroom activities for/with students.**

 **e. Grading, evaluation and assessment of students.**

 **f. Student counseling including phone teaching or evaluation.**

 **g. Providing students with individualized care.**

 **h. Attending teacher's meetings, workshops and parents' meetings.**

 **i. Other related activities.**

 **6. The Teacher will not take part in any of the following activities:**

 **a. Conducting classes while under the influence of alcohol, smoking, or while under the influence of illegal drugs.**

 **b. Make sexual advances of any kind towards, or have sexual relations with, students or other staff members.**

 **c. Conducting private classes or accepting funds without a written permission from the Employer.**

 **d. Borrowing or lending of funds to students or conducting sales of items to students.**

 **7. If the Teacher leaves the school during the scheduled session without a written approval by the school, the Teacher will not receive any balance due including his/her last salary.**

**Clause 4 (Salary and overtime rate)**

**a. The Employer agrees to pay the Teacher a monthly salary of 2,100,000 won for 120 teaching hours per month.**

**b. The payment of salary is to be made on 25th of the following month.**

**c. Each 50 minute class exceeding the 120 teaching hours/ session will be considered as overtime. The payment for the overtime will be 20,000 won per 50 minute class. Attendance at scheduled staff meetings and workshops, along with preparation for classes is mandatory and not considered as overtime.**

**d. The Employer cannot request the Teacher to work more than 150 hours per session without the Teacher's consent.**

**e. The working hours shall be determined by the School’s schedule. However, the teaching schedule can be changed according to School’s schedule.**

**Clause 5 (Working Hours)**

**a. During the term of this Agreement, the Teacher will work in cooperation with the Employer from Monday to Friday. However, the Teacher may be required to work on Saturdays if the Employer requires them to. (Notice of at least 72 hours will be given to the Teacher previous to the Saturday)**

**b. The Employer cannot guarantee the Teacher's requested teaching schedule.**

**Clause 6 (Tax)**

**Income tax and retirement taxes will be withdrawn from the salary in accordance with the Korean tax law (Currently 3-5%). The refunding of these taxes are in accordance with agreements between the Teacher's home Government and the Korean Government. The Teacher will need to follow the correct measures in order to receive a refund as laid out by the Teacher's home Government and the Korean Government.**

**Clause 7 (Transportation)**

**a. The least expensive airplane ticket to Korea will be purchased by the Teacher. After arrival in Korea the cost of the flight will be reimbursed with a purchasing receipt within 1 month. Upon completion of this contract, the Teacher will be provided with a return ticket.**

**b. If the Teacher leaves the school before his/her contract has been completed, the school will not pay for his/her return ticket.**

**c. If the Teacher leaves the school before completing 8 months of this contract for any reason, the Teacher must reimburse the school the cost of the ticket paid by the school or the school may deduct the equivalent amount from the Teacher's last month's pay.**

**Claus 8 (Medical Insurance)**

**a. The Teacher will be covered by medical insurance under the Korean Medical Insurance Union, a private Health organization.**

**b. Half of the insurance premium will be paid by the Employer and the other half by the Teacher. (For reference, the current insurance premium rate is 1.5% of the monthly salary). Teachers should be aware that medical coverage does not become effective until you have an E-2 working visa and have been issued an alien registration card from immigration in Korea.**

**Claus 9 (Vacation & Holidays)**

**The Teacher will be given 15 days vacation. Vacation days are to be taken as follows: 10 Days to be taken in August and 5 days to be taken in December. These vacation days are not inclusive of weekends and National Holidays.**

**Clause 10 (Sick Leave)**

**a. The Teacher will be granted \_\_3 paid sick days during the agreement of this teaching contract. Further sick days will be unpaid. It is the Teacher’s responsibility to notify the employer directly as soon as possible when a sick day must be taken.**

**b. If the Teacher requires more than 7 days (inclusive of national holidays and weekends), the Teacher must provide the Employer with a Doctor’s medical report.**

**c. Unused sick leave may not be converted into any cash payment. If it is fond that the hours/days of absence reported as sick were not in fact for such purposes, related costs shall be subtracted from the following months pay. The above leaves will be included in the period of medical care compensation according to the Article 78 of Korean Labor Standard Law.**

**Clause 11 (Emergency Leave)**

**a. The employer agrees that the Teacher is entitled to 5 workings of non-paid emergency leave, in the event of death in the Teacher’s immediate family. The immediate family shall include parents and siblings of the Teacher. The Employer will not be required to provide airfare should the Teacher wish to return home in such events.**

**b. The employer has the right (upon return to Korea) to request reasonable proof for having granted emergency leave.**

**c. In the event that a period longer than 5 working days is required for emergency leave, it is up to the Employer’s discretion to permit such a period.**

**Clause 12 (Accommodation and Deposit)**

**a. The Employer will provide the Teacher with furnished accommodation.**

**b. Furnishings being provided by the Employer include: television, refrigerator, washing machine, fan, bed, two-burner hot plate, and telephone. Selection of the apartment will be made by the Employer.**

**c. The cost of monthly services, utilities, and telephone/television/internet, will be paid by the Teacher.**

**d. For the first two months the employer will withhold a deposit of 500,000 won per session to be used as security incase the Teacher leaves employment before the contract is complete. The first 500,000 won will be returned to the Teacher after the first 6 months of completed employment. The second 500,000 won will be returned upon completion of the full 12-month contract. The Employer will retain an amount from the second installment in order to pay the Teachers last month’s bills (as worked out from average payments of such bills).**

**Clause 13 (Severance Payment)**

**Upon completion of this one-year contract, the Teacher will receive one-month salary of 2,100,00 won as a severance payment in accordance with Korean Labor Laws. This payment will be made at the time of completion of the contract period and income tax will be withheld from this payment.**

**Clause 14 (Dismissal or Voluntary Resignation)**

**a. 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.**

**5. Teaching any private classes outside of the School without prior approval from the Employer.**

**b. The Employer agrees to give the Teacher 2 weeks notice 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 with no warning or notice.**

**c. In the event of the Teacher resigning from employment, he/she will give a letter of resignation to the Employer no less than two months previous to the requested final date of employment.**

**d. In either case of dismissal or resignation before completing 8 months of the contract term, the Teacher must reimburse the employer the cost of the ticket to Korea.**

**e. In either case of dismissal or resignation before completing the contract term, the Teacher will not receive a severance payment in accordance with the Korean Labor Laws.**

**Clause 15 (Governing Law & Jurisdiction)**

**a. This Agreement is governed by the law of 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.**

**In witness there of, we have affixed our signatures here on.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Employer) (Teacher)**

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**(Date) (Date)**