

# Employment Agreement

This Employment Agreement (hereafter “the Agreement”) is made by and between \_\_\_\_\_ (hereafter “the School”) and the native teacher, \_\_\_\_\_, a citizen of \_\_\_\_\_ whose passport number is \_\_\_\_\_(hereafter “the Teacher”).

## 1. Employment of Teacher

- a. Within the parameters of Korean Labor Laws, the School hereby employs the Teacher to teach classes under the terms and conditions set forth here in this Agreement.
- b. Within the parameters of Korean Labor Laws, the Teacher hereby accepts employment from the School to teach students under the terms and conditions set forth here in this contract.

## 2. Status of Employment

Teacher shall be hired pursuant to this agreement as a regular full-time Native Teacher.

## 3. Term of Employment

The term of Employment shall be one school-year of full and consecutive teaching sessions (12 months). The Term shall commence on \_\_\_\_\_ and end on \_\_\_\_\_.

## 4. Duty and Attitude

The teacher’s responsibilities include the followings:

(Written warning can be issued for neglecting the teacher’s duties)

### 4-1. Teacher’s Duties

- a. teaching the assigned classes
- b. curriculum design and implementation
- c. development of teaching materials
- d. the preparation and attendance for special events
- e. administrative duties related to Teacher’s classroom duties
- f. attendance at scheduled staff meetings, workshops
- g. other related activities as assigned

### 4.2. Attendance

- a. The Teacher must be punctual.

The Teacher has to be in the school by 9:00 am and to stay until 6:00 pm.

- b. As soon as the teacher arrives at school, he/she has to clock in.

▪ If the teacher doesn’t clock in he/she will be regarded as absent.

- If the arrival time is recorded after 9:00 am, it is regarded as late.
  - Three times' late is equivalent to one absent.
- c. When the teacher leaves school, he/she has to report to supervisor.
- If the teacher leaves early (before 6:00 pm), it is regarded the teacher doesn't complete the one day whole work.
  - Three times' early leave is also equivalent to one absent.
- d. When the teacher is absent from the school, he/she has to notify director or supervisor of his/her absence on the phone.(Notification through text message or e-mail will not be allowed.)

#### **4.3. Teacher's Attitude**

- a. The Teacher shall comply with the instructions, supervision, training and discipline of the School (or Director & supervisor) and carry out such assignments as the Director (or School) directs.
- b. The Teacher should respect the rules and standards of conduct of the Froebel School (written, verbal and tacit) and obey the laws, regulations, instructions, and ordinances of the national and local governments.
- c. The Teacher is required to substitute for other teachers when necessary.
- d. The Teacher must follow the school's program, which is instructed by the Director.
- e. For marketing purposes, the teacher's profile (including name) may be placed on a brochure or Internet, etc.
- f. Teaching in the classroom might be recorded or video-taped for the purpose of further curriculum development and school's special needs.
- g. The Teacher agrees and understands that he/she will only discuss the details of the contract with the director at Froebel School.
- h. The Teacher should record all the teaching material and data to let the director refer to them when necessary.

#### **5. Working Hours**

- a. The Teacher shall work for five (5) days per week from Monday to Friday and shall not work on Saturdays (except no more than 3 days per year for special events), Sundays and Korean national holidays.
- b. The Teacher is required to work from 9:00 am until 6:00 pm.
- c. The preparation time, students' evaluation, homeroom, morning duty, lunch duty and staff meetings are not considered as teaching time. The Teacher has to participate in the staff meeting which holds every once a week at 8:40 am.

- d. The preparation and attendance for special events such as Field Day and Christmas might demand the teacher to stay in school for two or three more hours.
- e. The Teacher is supposed to do teaching related jobs during his/her working hour.  
(The Teacher is not allowed to spend time doing web surfing for his/her own individual purpose.)
- f. When the teacher needs to go out of school during working hour, the Teacher should be sure to let supervisor know his/her whereabouts.

## **6. Compensation**

### **6.1. Salary**

- a. The School agrees to pay the Teacher a monthly basic salary of \_\_\_\_\_ paid in Korean currency.
- b. The School agrees to pay the Teacher an amount of \_\_\_\_\_ per month in recognition of the Teacher's \_\_\_\_\_ certificate (only with official document) held by the Teacher.
- c. The School agrees to pay the Teacher an amount of \_\_\_\_\_ per month in recognition of the Teacher's work experience (only with official document).
- d. Salary and the recognition bonus are paid on the tenth (10<sup>th</sup>) day of following month. If the 10<sup>th</sup> is on a National Holiday, Saturday, or Sunday, the Teacher will be paid on the following business day.
- e. Korean Income Tax, National Pension Plan & Medical Insurance will be withheld from the monthly salary.
- f. Salary for a partial month's work is calculated accordingly; i.e. total monthly salary divided by 30 days multiplied by the number of days worked. (For example, if your working days are 19 days and your total monthly salary is \_\_\_\_\_ ; \_\_\_\_\_ divided by 30 and then multiplied by 19 is your salary for the month which equals \_\_\_\_\_ .)

### **6.2. Severance Pay**

On completion of the 14 months contract term, the Teacher shall receive a severance pay whose amount is equivalent to his/her total one month's salary (\_\_\_\_\_ ; Not include housing expense).

The payment shall be made within a week after completing 14 months term.

### **6.3. Korean Income Tax**

Income tax and residential taxes will be deducted from the salary according to Korean tax law.

### **6.4. Medical Insurance**

School shall provide Teacher with medical insurance (50/50 split) pursuant to the National Medical Insurance Act of Korea.

#### **6.5. National Pension Plan**

In accordance with Korean Law, all foreign workers employed by Korean businesses shall pay into the Korean National Pension Plan (50/50 split).

Refund of the National Pension to a teacher who becomes a compulsorily insured Teacher, where the Pension Act of the teacher's home country provides the benefit corresponding to the lump-sum refund of the National Pension Plan, the lump-sum refund of this plan shall be paid to the foreigner according to Korean Law.

#### **6.6. Orientation / Training Period**

- a. The Teacher will receive 2 weeks training period for adjustment and preparation for school before beginning the regular classes, depending on the situation.
- b. During the orientation period the Teacher should be inside the school learning about the school system.
- c. During this training / observation phase the Teacher will be paid \_\_\_\_\_ a day.

#### **7. Vacation**

Employee shall be entitled to a paid vacation for a total of 10(ten) working days during the term of the employment; 5 days summer vacation, 5 days winter vacation. Vacation days have to be scheduled in accordance with the students' breaks schedule. In addition to scheduled vacation time the Teacher can also expect to receive all Korean national holidays as official holidays.

#### **8. Sick Leave**

- a. The Teacher will be granted 3 paid sick leave if an illness or injury prevents him/her from performing the duties under this agreement.
- b. When the Teacher uses sick days, a doctor's diagnosis and prognosis which indicate the teacher's illness which proves that he/she can not fulfill the work, are required.
- c. Even after using three sick days, the Teacher is required to submit the doctor's diagnosis when he/she is absent. Even though the Teacher is absent from the school with proper doctor's diagnosis, \_\_\_\_\_ will be deducted per day from his/her salary
- d. The Teacher shall not expect the payment for the unused sick leaves.
- e. In the case of the Teacher's absence because of his/her personal reason (ex. travel, excessive drinking, etc.) the Teacher will not be allowed to use paid sick days and \_\_\_\_\_ will be deducted from his/her salary.

#### **9. Housing**

a. The School shall provide the Teacher with single housing.

The School has an option on the housing. (The teacher has no choice in selecting the housing)

b. The School will provide the Teacher with a furnished living accommodations.

- Housing Item List

Bed: 1 / Refrigerator:1 / Washing Machine:1 / Air conditioner:1 / Pot:1 / Knife:1 /

Spon:2 / Fork:2 / Cup:2 / Dish:3 / Electric Kettle:1 / Toaster:1 / Desk:1 / Chair:1 /

TV:1 / Table:1

c. The cost of the monthly utilities, maintenance, heating cost, telephone charges and management expense for the accommodation will be paid by the Teacher.

d. While the Teacher reside his/her accommodation, he/she has the responsibility to repair any damage or trouble such as exchanging bulb, cleaning out blocked toilet etc. on his/her own.

e. For the first two months, The School will collect a housing management deposit of 300,000 (total 600,000)won, in order for the Teacher to pay off final utilities, telephone charges, and other bills left unpaid at the end of contract. Also any damages to Teacher's residence can be deducted from the deposit. This will be determined by an inspection before the Teacher vacates the residence. The deposit will be paid back to the Teacher after all the bills he/she is responsible for having been paid. The remaining balance of the deposit will be transferred to the Teacher's bank account at his/her home country unless otherwise agreed by both parties.

f. Before leaving, the Teacher must clean his/her residence where he/she has lived. If it is not cleaned thoroughly, 200,000 won will be deducted from his/her deposit or salary to pay cleaning expenses.

g. Items the School supplies are in accordance with the furniture list. Both parties are required to check and sign the furniture/supply items at the time the Teacher begins in his/her provided accommodation.

h. For the second year contract, the housing management deposit from the previous contract will carry over to the second year contract.

## **10. Airfare**

a. The School will provide the Teacher with one-way economy class ticket from the point of hire to Korea. In the event that the Teacher completes the full contract, the School will provide the Teacher with another one-way economy class ticket from Korea to the Teacher's home country.

b. Air tickets provided cannot be exchanged for cash or transferred to persons other than the Teacher.

c. In case of the Teacher's leaving the school before the end of the contract, the School will not pay for a return ticket.

d. If the teacher leaves the School before completion of contract, the cost of the airfare to Korea

must be reimbursed to the School. The price of the ticket paid by the School will be deducted from the Teacher's last month's payment.

- e. If the Teacher renew the contract for a second year and works continuously, the School will provide a return ticket to his/her home country at the end of the second year.
- f. The Teacher hired in-country will be offered a round-trip airfare to Japan. However, in case the Teacher fails to complete the contract, the Teacher shall pay the actual amount of airfare and visa fee back to the school.
- g. If the teacher wants cash instead of one-way ticket, The School can provide \_\_\_\_\_.  
and instead of round-trip airfare to Japan, The School can provide \_\_\_\_\_.

## **11. Termination of Employment**

### **11.1. The School reserves the right to dismiss the Teacher for the following reasons:**

- a. Neglect of the duties stipulated in this agreement
- b. Frequent absences from work (Unexcused absence occurs more than twice in a two month period.
- c. Has received three warning letters
- d. The inability to perform the duties stipulated in this agreement
- e. The Teacher engages in criminal conduct or in misconduct
- f. Tutoring a private class outside the school
- g. The documents submitted to School, proved to be counterfeited.

### **11.2. The School has the right to dismiss the Teacher immediately without giving him/her notice.**

- a. In case that the Teacher engages in criminal offense or misconduct, or has received more than three warning letters.
- b. The School agrees to give thirty days notice prior to dismissal if the reason for dismissal does not apply to the section 11.2.a.
- c. If the Teacher wants to terminate the contract before its maturity, he/she may do so only if he/she submits a sixty days advance notice in writing to the School in order for the School to have enough time to find and hire a new teacher.
- d. If the Teacher complies with the section 11.2.c, the Teacher must leave the school earlier if the new teacher's arrival time is before the completion of those sixty days.
- e. If the Teacher complies with the section 11.2.c, and wishes to leave, the School agrees to give the Teacher a "Letter of Release" upon written request.
- f. A warning letter can be issued for any of the following.
  - Verbal abuse towards children or staff members
  - Physical misconduct directed towards children or staff members

- Unexplained and frequent absences from work
- Arriving late without notice or reason
- Breaking any of the stipulations agreed to by School and Teacher in the signed contract

g. In the case that the Teacher fails to complete this contract, the Teacher will be charged certain amount of money as a penalty to compensate all the loss caused from the Teacher. (expenses to hire new teacher, airfare, housing, administrative fee, etc.)

### **11.3. Effect of Termination**

Immediately after the date of termination, the Teacher shall deliver to the School housing, all articles, documents, records and materials provided by the School that had been in his/her possession.

### **12. Renewal of Contract**

- a. School and Teacher may renew the contract for the period of one year.
- b. The Teacher shall notify School of the Teacher's intention of renewing the contract at least 60 days prior to the termination date of contract.
- c. The School shall notify Teacher of their decision at least 30 days prior to the termination date of contract.
- d. Pay will be negotiated according to teacher's performance of his/her initial teaching year.

### **13. Governing Law & Jurisdiction**

- a. The terms of this Agreement and the rights and obligation of the parties shall be construed, interpreted and determined in accordance with the laws of the Republic of Korea.
- b. The photocopies of this agreement will be considered as valid as the signed original.
- c. No oral or implied conditions will be considered a valid part of this contract until such it is put in writing and signed by both parties.
- d. If a dispute or disagreement should arise in connection with or out of this Agreement, the parties hereto shall first try to resolve it in accordance with a principle of good faith. However, if the parties fail to mutually resolve such disputes or disagreements or come to amicable settlements, their disputes or disagreements shall be resolved by the laws of the Republic of Korea.

### **14. Copyright & Nondisclosure**

Any teaching materials made by the Teacher shall be the sole property of School. During the term of this Agreement, and thereafter, the Teacher shall not, without the prior written consent of School, disclose to anyone any Confidential information. "Confidential Information" for the purposes of this Agreement shall include School's proprietary, Teacher's salary and confidential

information such as, but not limited to, all copyright protected teaching materials, marketing plans, financial information, designs, drawing, specifications, models, software, etc.

### **15. Covenants**

- a. I have read and fully understand the conditions of employment.
- b. I am satisfied with this contract and I agree to follow the policies of the school.
- c. Contracts are private agreements therefore I won't discuss or share with any other teaching staff about this contract and I won't compare this to the third parties' one and raise a question in argument.

**Teacher's Full Name (print):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Teacher's passport signature :** \_\_\_\_\_

**School's Full Name (print):** \_\_\_\_\_ **Date:** \_\_\_\_\_