

Employment Agreement

between

LCI Kids Club

(herein after referred to as **LCI**)

with its office at

2F Shin Il plaza, 46-4 Jeong Ja-dong, Bundang-gu, Sunnam City, Korea

And

(Hereinafter referred to as **Teacher**)

with address at

Clause 1 [Purpose]

This contract is made for the purpose of setting forth the terms and conditions of employment for native English teachers who work in LCI.

Clause 2 [General Appointment]

1. The Employer agrees to employ as an English Instructor of LCI during the period stipulated herein. In signing this mutual agreement, we each understand fully our responsibilities and obligations to the other party.
2. This Employment Agreement will be issued and completed in duplicate for the records of **Teacher** and **LCI**.
3. Employment elsewhere shall not be permitted in accordance with Korean law.

Clause 3 [Period of Employment]

The total agreement term is approximately one year, commencing from the first date **1st Apr 2009** of teaching in the Republic of Korea and to the last teaching day **31st Mar 2010** of the contract. If your starting date on your contract and your real starting date are different, your contract begins the day that you get here and will be good for a year.

Clause 4 [Medical Check]

Korean Immigration requires a health test for HIV and drugs: heroin, philopon, cocaine. After employee arrives at the Institute, employee will go to the hospital for health test. If the result comes back bad, employee's visa will be cancelled by immigration, and air ticket fee to Korea will be refunded to the employer.

Clause 5 [Supervision]

Teacher will work closely with **LCI** program supervisors and other colleagues in the planning, observation and review of instruction. **LCI** will observe **Teacher's** class informally for help at any time, and formally according to a given schedule for evaluation of **Teacher**.

Clause 6 [The Employee's Duties]

Teacher will respect the written, verbal and tacit rules and standards of conduct of **LCI**.

Written rules and standards of conduct of **LCI** are as follows:

1. **Teacher** must follow the advice and direction of the principal and academic director.
2. **Teacher** must have lessons **prepared** prior to the start of any class.

3. **Teacher** must be punctual at all times.
4. **Teacher** must attend all **staff meetings** – 4~5 times per month.
Staff meetings and school events will be scheduled at the discretion of the **LCI** director. The attendance of **Teacher** is mandatory. Staff meetings will allow time for discussion of topics of current concerns within the program such as new policies, procedures, methods of training, instruction, curriculum and other matters as needed. **LCI** staff is encouraged to help work out practical solutions to problems at these meetings.
5. **Teacher** must take **enough rest** on Sunday evening in order to be energetic on Monday.
6. **Teacher** may be assigned many classes, which can be changed without notice. Teacher should follow LCI directions.
7. The preparation time, student evaluation and staff meetings are not considered teaching time. Teaching time is considered to be time spent instructing in the classroom.
8. **Teacher** should keep his/her students' records such as attendance, evaluation, test forms, test results, conference meeting records, class program or supplements etc.
9. **Teacher** must obey the laws, regulations, instructions and ordinances of the national and local Korean governments. The onus is on **Teacher** to become familiar with Korean laws, regulations, instructions, and ordinances prior to arrival. **Teacher** is required to be punctual, reliable and professional in representing **LCI**.
10. **Teacher** must attend a yearly workshop held by Korean Government. It will fall on Saturday or any weekday. **Teacher** will not be paid for this workshop.
11. Casual wear is acceptable; however, jeans with holes, wrinkled or dirty clothes, and sweat pants are not considered proper attire.

Clause 7 [Work Schedule]

1. The workdays of the employee starts on Monday and ends on Friday. Hours of operation are **from 09:00 to 6:30pm** on Monday, Wednesday, Friday. Hours of operation are **from 09:00 to 4:30pm** on Tuesday, Thursday. Daily class instruction hours are **7.5 hours** (Monday, Wednesday, Friday) or **5.5 Hours** (Tuesday, Thursday) and material preparation hours are **1 hour** and lunch time is **1 hour**.
2. If class instruction hours are less than contracted hours per day, **Teacher** will be required to devote the remaining hours to related academic work under the supervision of the LCI academic coordinator.

Clause 8 [Salary]

1. The Employer agrees to pay the Employee a monthly salary of **2,500,000** won, paid in Korean currency.
2. The salary will be paid on a monthly basis.
3. The salary will be paid per month on the 5th of the following month.
If the 5th falls on a Saturday, the employee will be paid on the 4th, and if it falls on a Sunday, the employee will be paid on the 6th.
4. The first month and the last month's salary will be based on the teacher's actual working days. (Monthly salary ÷ working days of the month) × actual teaching days.
Orientation period is not included in actual teaching days.
5. **400,000 won** will be paid to the teacher in advance when **Teacher** arrives at the school and will be deducted from the first month's salary.
6. The monthly salary is guaranteed by LCI. But if teacher is absent, the monthly salary will be deducted by **20,000 won** per each missing hour.
7. Teaching hours that exceed the contracted hours are remunerated at **20,000 won** per one hour. Teacher could be required to work any additional hours that LCI may request. All instructors are required to **substitute** for other teachers who may be sick or absent. If the employee does not want to work overtime, employer shall not force the employee to do so.

Clause 9 [Severance Pay]

Upon successful completion of the one-year contract, **LCI** will issue **Teacher** **2,500,000 won** as a severance pay.

Clause 10 [Orientation Period]

1. Upon arrival in Korea, the **Teacher** may be allowed one or two weeks adjustment time and preparation for school prior to the beginning of regular classes.
2. During the orientation period the **Teacher** should be inside the school learning about the school system.
3. During the orientation/observation phase the **Teacher** will receive payment of **80,000won** per day(or **10,000won** per hour), regardless that the **Teacher** might have to teach a few classes for the purpose of training.

Clause 11 [Deposit]

Teacher agrees to pay the employer a housing management deposit to cover unpaid monthly service, utility and telephone charges. Such deposit, amounting to **400,000 won** and being payable to the employer in two equal installments, will be deducted from **Teacher's** salary during the second and third month of employment. **Teacher** agrees that the deposit will be returned, in full, to the **Teacher** at the time of the completion of the **Teacher's** period of employment with employer. The employer will hold the full amount of the deposit until all outstanding monthly service, utility, and telephone charges have been paid. In the event that the employer makes payments covering monthly service, utility and telephone charges on behalf of the **Teacher**, the amount of such payments will be deducted from the deposit and the remainder of the deposit returned to the **Teacher**.

Clause 12 [Sick Day & Pay Deduction]

Teachers will have **one paid sick day** only with a doctor's diagnosis. A doctor's invoice with the diagnosis and prognosis is required to be paid for sick day.

- . In addition, if a paid sick day is not consumed at the end of the contract, the unused sick day will be paid **100,000 won**.

Clause 13 [Income Tax]

South Korean income tax will be withheld automatically from the monthly salary of **Teacher**. Income tax on the monthly salary and the severance payment runs at **about 3%~5%** depending on the rate of payment. This percentage may change in accordance to Korean law.

Clause 14 [Vacation]

LCI will give **Teacher** a one-week paid vacation during the summer and a one-week paid vacation during the winter. Both one-week vacations might include any national holiday(s) and weekends. These vacation times will be determined by **LCI** and generally follow annual school closures. **Teacher** is responsible to be at **LCI** on time.

Clause 15 [Airfare]

LCI will issue **Teacher** a one-way airfare ticket, free of charge, from the nearest international airport to Korea prior to the departure. But if **Teacher** is fired or is willing to leave before **6 months** of this contract is complete, **Teacher** must pay back the one-way airfare to the employer. Upon successful completion of the one-year contract, **LCI** will issue **Teacher** a one-way airfare ticket, free of charge, from Korea to the international airport nearest to employee's home.

Clause 16 [Housing]

1. **LCI** will provide **Teacher** with free accommodation. **Teacher** will have a studio. Furnishings provided by **LCI** include a bed, a small wardrobe, a kitchen table and chairs, a gas range, an air conditioner, a refrigerator, a house telephone, a television, and a washing machine. **Teacher** has a responsibility to pay maintenance expenses.
2. **Teacher** has a duty to keep **Teacher's** apartment in good condition. **LCI** may not pay full accommodation cost when this is not properly followed.

Clause 17 [Korean National Health Insurance Plan]

1. **Teacher** will be covered by medical benefits under the Korean National Health Insurance Plan. The cost of this coverage will be borne half by employer and half by **Teacher**. **Teacher's** share of this coverage will be deducted from **Teacher's** monthly salary.
2. Insurance will come into effect after **Teacher** has received his/her Alien Registration Card.
3. **Instead of National Health Insurance Plan** **Teacher** has a choice of **Samsung** Health care insurance. In this case **LCI** will serve whole insurance cost.

Clause 18 [Korean National Pension Plan]

National Pension accords with Korean Law of the Korean National Pension Plan. In accordance with Korean Law, **Teacher** and **LCI** shall pay what National Pension charges. **Teacher** will have the benefits National Pension Plan provides.

Clause 19 [Termination of the Contract]

1. If **Teacher** is absent on three occasions without notice, **LCI** reserves the right to terminate this agreement by issuing **Teacher** written notification of termination forty days in advance. Termination of employment with **LCI** is immediate and without notice for serious cause: such as
 - two written notices have already been issued
 - drunkenness on the job
 - sexual misconduct
 - outside employment
 - irresponsible working
2. Written notices can be issued for any of following.
 - Unexplained absences from work.
 - Arriving late without notice or reason.
 - Verbal abuse towards children or staff members.
 - Breaking any of the stipulations agreed to by **LCI** and **Teacher** in the signed contract.
3. **Teacher** agrees to give written notice forty days before this agreement ends of his/her intention to renew or terminate this agreement.

In witness thereof, we have affixed our signatures hereon.

Teacher

Date

LCI Representative

Date