



JEONJU POLY SCHOOL

Employment Contract 2009~2010



This employment contract (hereinafter this "Contract") is made by and entered into between the Sponsor of JEONJU POLY SCHOOL (hereinafter "Employer") and the Teacher,

_____ (full name as it appears in the passport)
(hereinafter "Employee"), a(n) _____ citizen residing at

(permanent address)

Article 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 JEONJU POLY SCHOOL.

Article 2 (Status of Employment)

Employee shall be hired pursuant to this Contract as an English Language Instructor (ELI).

Article 3 (Duties)

The ELI shall perform the following duties:

1. Plan and conduct classes in levels assigned by Employer, using textbooks, materials, course curriculum, and other resources approved by Employer;
2. Assist with and participate in activities related to the instructional programs of Employer, including, but not limited to, departmental meetings, general faculty meetings, and special presentations and events;
3. Assist with projects related to the activities concerning international cooperation carried out by Employer;
4. Assist Employer with out-of-classroom activities related to the regular curriculum of Employer, including, but not limited to, field trips and school-wide assemblies, as well as other extracurricular activities;
5. Assist with the development of teaching materials, supplementary materials, tests, evaluations, and other programs related to English language teaching;
6. Assist or conduct teacher training for new ELIs under the direction of Employer;
7. Assist, monitor, and supervise ELIs in their teaching methodology and implementation, and classroom conduct under the direction of Employer;
8. Perform other duties as designated by Employer;

All materials developed by Employee while working for Employer will become the property of Employer, and Employee shall not seek compensation and/or payment beyond what is stated in this Contract.

Signature: Employer _____

Employee _____

Article 4 (Supervision)

Employee shall carry out the duties set forth in the foregoing Article 3 pursuant to and under specific instruction and supervision of Employer during the period of employment.

Article 5 (Period of Employment)

The Period of Employment shall commence on _____, 2009 and end on _____, 2010, beginning and ending within the Republic of Korea.

Article 6 (Work Hours)

1. Employee shall work five (5) calendar days per week from Monday to Friday from 09:00 ~ 19:30. Employee shall not work on Saturdays, Sundays, and any national holidays of the Republic of Korea. Actual class instruction hours of Employee will be 7.4 hours per day and 1.6 hours per day for class material preparation (predetermined by Employer).
2. Employee shall assist and participate in Teacher Workshops. The day(s) of these workshops shall be decided by Employer's schedule, and these day(s) may fall on the weekend.
3. National holidays will not include any provisional holidays such as cultural, festival, or election days, set up temporarily. Employer shall decide whether to close the school or conduct classes for these days.

Article 7 (Salary)

1. According to Article 6, Employee shall be paid the total amount of **2.9 million** Korean won per month as base pay.
2. According to the pertinent laws of the Republic of Korea, all applicable taxes, including, but not limited to, the Korean income tax and pension contributions, shall be withheld each month from Employee's salary. Employer is to pay these amounts to the proper government authorities and to provide employee with a monthly receipt evidencing that the government has received these monies.
3. Employee's salary shall be paid on a pro rata basis on the (10) tenth day of each month. If this day falls on a national holiday, Saturday or Sunday, the salary will be paid on the immediately following business day.
4. When Employee has not worked a full month, salary for that month shall be paid on a pro rata basis either from the first day or until the last day of work.
5. If Employee should be absent from work without having obtained a prior approval, Employee's salary for that month shall be deducted by the amount calculated on a pro rata basis for the number of unauthorized absent days.

Signature: Employer _____

Employee _____

Article 7 (Salary) continued

6. If Employee works fully until the end of the Period of Employment, Employer shall pay Employee severance pay, equivalent to the amount stated in Article 7-1.
7. Employee shall not claim against Employer any compensation and/or payment other than those provided for in this Contract.

Article 8 (Other Benefits)

A. Benefit 1 (Medical Insurance)

Employer shall provide Employee with medical insurance through the National Health Insurance Corporation (NHIC). Employee and Employer will pay fifty (50) percent each of premiums and fees. Employer agrees to provide Employee with a medical insurance card issued to the ELI from the NHIC within 30 days of the contract commencement date.

B. Benefit 2 (Pension)

Employer shall provide Employee with a National Pension Scheme. Employee and Employer shall contribute fifty (50) percent each of premiums and fees.

C. Benefit 3 (Contract Renewal)

Employee shall be given the following renewal benefits on the assumption that he/she continues to work without any discontinuity in employment.

- i. Employee shall receive a re-signing bonus of _____ Korean won.
Employee shall receive this bonus over 12 months' pay.
- ii. Employee shall be given a raise of _____ Korean won per month in recognition of Employee's re-signing of the Employment Contract for an additional year.

Signature: Employer _____

Employee _____

Article 9 (Housing)

1. Employer shall provide Employee with single housing selected by Employer, and Employer shall pay full monthly rent and deposit on the housing selected. Housing selected by Employer may include a leased house, studio, or apartment. Housing provided by the Employer shall be furnished, including a bed, washing machine, a landline telephone, air-conditioner, refrigerator, stove, chair, table, wardrobe, television, cooking utensils, eating utensils, blanket, pillows, and clean linen.
2. Employee shall take care of the furniture and equipment, and shall be liable for the cost of repairs or replacement to any equipment or furniture damaged as a result of negligence but where used furnishings are provided, Employee shall not be responsible for replacement of said furnishings and equipment due to wear and tear from normal use.
3. Any and all fees, charges, costs, taxes, expenses, etc., incurred in using the housing will be paid by Employee. Employer shall reserve the right to deduct 50,000 Korean won per month as phone deposit. Employer shall reimburse this phone deposit to Employee at the end of the Period of Employment. If Employee chooses not to have a landline telephone, no phone deposit shall be deducted.
4. If Employee chooses not to accept the housing provided by Employer, Employer shall provide Employee with 200,000 Korean won per month as a rent subsidy in lieu of the housing set forth in the foregoing Article 9-1.
5. Employer may provide temporary housing until the appropriate housing for Employee becomes available.
6. If Employer provides housing to Employee, Employer shall provide appliances and furniture, and Employee shall not request or demand any other appliances or furniture than those provided by Employer.

Signature: Employer _____

Employee _____

Article 10 (Airfare)

1. Employer shall provide the Employee a one-way economy-class airfare for the most direct route from the Employee’s city of origin and Seoul-Incheon or Gimpo International Airport. Employer agrees to purchase the one-way airfare for the Employee prior to Employee departing for Korea.
2. All connecting flights within the Employee’s home country, or any other flights not provided for in the travel itinerary authorized by Employer, shall be paid for by Employee.
3. If Employee’s contract is terminated, whether by Employee or Employer, within six months of the contract commencement date, Employee shall repay the price of the ticket on a pro rata basis calculating the number of days that the Employee has worked since the start of employment.
4. After Employee has completed the full period of employment, and all duties within that period, Employer shall provide the Employee one-way economy airfare from Seoul-Incheon or Gimpo International Airport to the closest airport to Employee’s permanent residence. However, if Employee renews the Contract for an additional year, return airfare will be provided to the Employee at the end of the renewed Contract period.

Article 11 (Paid Leave)

1. Employee shall be entitled to a paid leave for a total of two working weeks (to mean 10 working days) during the Period of the Employment set forth in Article 5. Annual leave days shall exclude Saturdays, Sundays, and Korean national holidays. The Employee is entitled to five (5) days of leave in the summer and five (5) days of leave in the winter.
2. Employer shall decide the period of Paid Leave according to Employer’s schedule.
3. Paid Leave is a benefit given to Employee on the assumption Employee fulfills his/her Employment Contract. In the event Employee is unable to fulfill his/her full Contract, Employee shall pay back a portion of Employee’s salary equivalent to the total number of paid leave days used by Employee.

Article 12 (Codes of Conduct)

1. Employee shall not behave in any manner that may damage or tarnish the reputation of the teaching profession. Employee shall comply with and observe any codes of conduct applicable to Korean teachers.
2. Under Korean immigration law, Employee shall not receive pay from any other job, including a part time job, outside the duties of Employer, during the Period of Employment set forth under Article 5.
3. Employee shall not be involved in any activities, which may cause harm to the students or be of detriment to the reputation of Employer.

Signature: Employer_____

Employee_____

Article 13 (Termination of Agreement)

1. Resignation

If Employee wishes to resign from the Employment and terminate this Contract, he/she must give Employer thirty (90) days prior, written notice of resignation stating a date of and a reason for resignation. If Employee chooses to resign, the airfare for the return flight shall be paid by Employee, and his/her VISA shall be cancelled.

2. Termination by Employer

Employer may terminate this Contract for any one of the following reasons:

- A. If Employee violates the laws of the Republic of Korea.
- B. If Employee fails to perform or unsatisfactorily performs any of the duties stipulated in this Contract for any reason.
- C. If Employee is absent from work for more than three (3) days without Employer's authorization.
- D. If it is determined that Employee is prevented from or incapable of performing his/her duties set forth in Article 3 hereof for a medical reason, whether it is a physical or psychological ailment. (If requested by Employer, Employee must be immediately available for a medical examination.)

In the event that this Contract is terminated pursuant to the foregoing Article 13, Employer shall pay Employee a pro rated, monthly salary based on the number of days actually worked by Employee during his/her last month of employment. The Employee shall immediately refund the airfare loan according to the terms under Article 10-3.

Article 14 (Confidentiality Agreement)

This Contract, and all its contents, is entered into on the basis of a strict, confidential agreement between Employee and Employer. Employee shall not disclose any information, and/or contents of this Contract to any third parties without having received prior approval from Employer. Unauthorized disclosure of this Contract, in whole or in part, whether intentional or unintentional, shall result in immediate termination of Contract. In such a case, it shall be considered a termination of contract on Employee's part and the terms of Article 13 shall be applied.

Article 15 (Miscellaneous)

Matters not explicitly stated in the Contract shall be determined by Employer by taking Employee's concerns into consideration.

Article 16 (Indemnity)

Employee shall indemnify for and keep Employer harmless from any liability or damages arising from, or in relation to any negligent or illegal activity of Employee, whether intentional or unintentional, during the Period of Employment under this Contract.

Signature: Employer_____

Employee_____

Article 17 (Governing Law and Venue)

The terms of this Contract and the rights and obligations of the parties named herein shall be interpreted solely according to the laws of the Republic of Korea. If a dispute or disagreement arises in connection with this Contract, the parties shall first try to resolve it in good faith. However, if the parties fail to resolve such disputes to their mutual satisfaction, their disputes shall be resolved by arbitration in Seoul, Republic of Korea, according to Commercial Arbitration Rules of the Korean Commercial Arbitration Board.

Article 18 (Signature)

In witness whereof, the parties hereto sign Contract in triplicate on the date entered below with each party retaining one copy and submitting the third copy for Employee's visa application.

Signature: Employer _____
Dated: , ,

Employee _____
Dated: , ,

Employer's Signature

Employee's Signature

Name : _____

Please sign as same as shown on your passport.

Position : Director of _____
 JEONJU POLY SCHOOL

Name : _____
Passport number : _____
Permanent Address :

