

# Job Contract in Korea ESL/EFL Teaching jobs

This is a sample Contract (standard) and can vary slightly from school to school.

## EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT has been made on this day(D)\_\_\_\_\_.(M)\_\_\_\_\_.(Y)\_\_\_\_\_ between \_\_\_\_\_ with its principal office at :Korea (hereinafter referred to as the "Employer") and \_\_\_\_\_, a citizen of \_\_\_\_\_, passport no.: \_\_\_\_\_ (hereinafter referred to as the "Teacher"). The teacher is here by hired by the Employer and both parties agree on the following terms and conditions:

### Personal Information

1. Name:
2. Date of Birth(mm/dd/yy):
3. Citizenship:
4. Period of Contract(mm/yy ~ mm/yy):
5. Permanent Mailing Address:
6. Phone Number:
7. E-mail Address:

### 1. PERIOD OF EMPLOYMENT

- A. The total Agreement term is approximately one year, commencing from the date of arrival in Korea and finishing on the last teaching day of the teacher's twelfth teaching session.
- B. The term of this Agreement includes the preparatory period, twelve (12) full and consecutive teaching sessions, and all scheduled vacations and holidays that fall between or during teaching sessions.

### 2. CONDITIONS OF EMPLOYMENT

The teacher's work shall consist primarily of the following:

- A. ESL instruction in any and all phases of the Institute's program to classes that range from pre-school to adults.
- B. Curriculum design and implementation.
- C. Development of educational program and materials.
- D. Out-of-classroom activities for/with students.

- E. Grading and evaluation of students.
- F. Student counseling or evaluation.
- G. Attendance at teachers' meetings and workshops.
- H. Other related activities.

### 3. DUTIES OF TEACHERS

A. During the term of this Agreement, the teacher shall cooperate, and comply with the instructions, training and supervision of the Academic Supervisor and shall carry out such assignments as directed by the Academic Supervisor. These duties shall include the instructional program, related to the teacher's classroom duties, attendance at scheduled staff meetings and workshops, and any additional duties as assigned by the Academic Supervisor. The Academic Supervisor is responsible for establishing and communicating the Standards of Performance as related to the above mentioned duties.

B. The Academic Supervisor shall also assign the teacher some duties such as lesson preparation prior to the classes. At all times during the term of this contract teachers will follow a respectable dress code as determined by the Academic Supervisor

C. In case of unavoidable absence(sickness , diseases etc.) the teacher`s pay will be reduced by about 125,000 won(1/16 of the monthly pay) per day. In such a case, the teacher should notify the Director of his/her illness one day prior to his/her absence.

### 4. SALARY & OVERTIME

A monthly salary of 2,000,000 won will be guaranteed for 120 teaching hours per monthly session (1 hour is 60 minutes). Each teaching hour in excess of 30 working hours per week is considered as overtime. The overtime pay will be 20,000 won per working hour. Attendance at scheduled staff meetings and workshops (which is mandatory – no pay) cannot be considered as Overtime.

### 5. WORKING HOURS

During the term of this Agreement, the teacher shall be required to work well and closely with the Academic Supervisor. The regular schedule is Monday to Friday with no Saturday work.

### 6. TAX

Income tax, residence tax and retirement taxes will be deducted from the salary according to the Korean tax law.

## 7. AIR FARE

The Employer will purchase for the teacher an economy class ticket (one-way) to Korea from a major international airport. After completing the one year contract, the teacher will be provided a return ticket. In the event that the teacher willfully leaves the school before his/her contract is over, the school will not be responsible for the return ticket. If the teacher willfully leaves the school before six (6) months, the teacher must pay back the initial airfare or the school may deduct the amount of airfare from the teacher's last payment. If the teacher leaves the school before three (3) months, the teacher must payback the recruiting fee which the school spend money for hiring the teacher, and the initial airfare. This will be considered on an individual basis as determined by the Director.

## 8. ORIENTATION PERIOD

After arrival in Korea, teachers may be allowed a few days for adjustment and school preparation before beginning regular teaching duties. The orientation period will be spent in the institute preparing for classes and learning the instructional system.

## 9. MEDICAL INSURANCE

The teacher will be covered by medical benefits under the Korean Medical Insurance Union, a private health organization. The costs of this coverage will be borne half by the Employer and half by the teacher. Payment will be made by deduction from the teacher's salary, at present 2%, and alike amount contributed by the Employer.

## 10. National Pension Plan

In accordance with Korean Law all foreign workers employed by Korean business shall pay into the Korean National Pension plan at a rate of 9.0% monthly. The Institute will cover half of the National Pension Plan. Refund of the National Pension to a teacher who becomes a compulsorily insured employee, 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 scheme shall be paid to foreigner. This may change according to Korean Law.

## 11. VACATION & HOLIDAYS

Teachers will be paid for vacation and holidays as scheduled by Kang's. This includes at least 2 weeks paid vacation plus all Korean national holidays in each calendar year (January ~ December)

12. HOUSING

The School shall provide furnished living accommodations, Furnishings provided by the Employer include ; blanket, pillow, television, toaster, bed, kitchen table, chairs, two-burner gas hot plate, refrigerator, wardrobe, air-conditioner, telephone, computer and washing machine. Selection of apartments will be made by the Employer.

13. ADDITIONAL TERMS

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement in two counterparts, each of which may be considered as original, as of the date first here above written.

Signed under seal this \_ day of \_, 20\_.

Address :

**Employer** Phone :

Name :

Address :

**Employee** Phone :

Name :