

Sample Contract for ESL Teachers in Korea

Job Contract (Sample)

THIS EMPLOYMENT AGREEMENT IS MADE between Mr./ Mrs., owner of English School and Mr./Ms. English conversation teacher.

This EMPLOYMENT AGREEMENT has been made thisday of.....2006. Contract Conditions are:

1. TREATMENT & TEACHING HOURS

The employer and employee are individuals of equal value and respectability coming together to harmoniously and respectfully exchange their services. The service of the employee is to offer certain agreed-upon 120 classes in way agreed upon here. The employer will return the employee's energy and efforts with material and service supports such as proper housing, salary, etc. as agreed upon here.

2- WORK LOAD, HOURS, DAYS

The workload is maximum of 100 hours equal to 120 classes of 50 minutes each, per 4 weeks. Work is organized in one-shift (no split shift, or breaks longer than 10 minutes), maximum of six continuous hours (50 minutes class, 10 minutes break) a day, Monday through Friday from ... : to : hours.

* Overtime is not obligatory. The teacher reserves the right to refuse to do overtime or any activity for or with the school in his/her free time or on holidays.

3. PERIOD OF EMPLOYMENT

The total Agreement term is one year, commencing from!

4. SCOPE OF WORK

The teacher's work is as follows:

Teaching of conversational English language. Target students ages!

5. SALARY & OVERTIME PAYMENT

- a. The period of four weeks is accounted for one payment session.
- b. Regardless of how few the monthly work hours may be, the teacher's minimum monthly pay is Won per 4 weeks session on basis of maximum 100 hours or 120 classes (50 minutes each).

c. Overtime: Any action and participation of the teacher at the school or outside, directed by the school, that is above the 120 classes per 4 weeks, is regarded as overtime work and is compensated with Won per class (per 50 minutes). Over time is calculated and paid on monthly basis. Overtime can include: Class Preparation, Making Teaching Material, Translating, Meetings, Open house, Entertaining parents, Baby sitting, Camping, *and any other action or participation in or outside school that is MANDATORY for the teacher to do or to attend.

e. The monthly payments will be made on the day of each month, the payments are made up to date. However, the payment for the last month, plus the annual bonus and cost of return airfare will be made on the teacher's last work day.

d. If the school requires the teacher to travel to different work places, the school pays for ALL Hours of traveling and ALL costs of teacher's traveling from his home, to all work places, and back to his home.

6. TAX & DEDUCTIBLES

Income taxes of%, half of the health insurance premium, and residence tax will be deducted from the teacher's salary. No other fees whatsoever will be deducted from the employee's salary.

7. FREE, FURNISHED HOUSING

Housing is a rent-free, a private (not shared) accommodation in a house or an apartment building. The flat is Clean, Sunny, & Quiet, (basements, "officetels", shared flats, dark, humid, dirty, or rat / mold infested places in noisy or dangerous areas are not acceptable accommodation). The rent-free apartment will be given to the teacher spotlessly clean, and must be returned to the school in the same shape when the teacher leaves the institute.

*Furniture: Curtains, bed, bedding, sheets, desk, closet, table, dining set, VCR, TV, washing machine, clothes rack, pots, pans, dishes, cutlery, phone, fridge, stove, fan or AC, and a working heating system.

The furniture provided is clean and nice, and must be returned to the school in the same condition on the last day of this contract. Maintenance of, and Repairs to the apartment and appliances and the heating system, as well as replacement of worn out furniture are the responsibility of the school.

*The utilities are to be paid by the teacher on monthly basis.

8. SAME DAY RESPONSE

Should the teacher report a problem with the heating system, fridge or stove, or should he ask for medical attention, on the same day the school will hire help to solve the problem.

9. PAID HOLIDAYS & SICK DAYS

Will include all national holidays, and week summer & ... week winter vacation, plus 5 sick days per year. These holidays and sick days are paid (it means the teacher is paid the same salary as usual and will not be asked to work extra hours to make up for these days, nor do the holidays come off his overtime hours).

* The vacation weeks cannot be spread through the summer or winter

* If the teacher agrees to stay for an additional year, he can ask for a month Unpaid vacation before he starts the next year's contract.

10. DRESS CODE

Casual clothes, shirts and pants in the winter, shorts and T-shirts in the summer, as long as they are neat and clean are permitted.

11. MEDICAL INSURANCE

* From his first workday the teacher will be covered for his dental and medical insurance by the 'Korean National' Medical Insurance. One half of the insurance premium is to be paid by the school and another half is to be paid by the teacher.

* Payment of the teacher's half of the insurance premium will be made by deduction of the same out of the teacher's salary (The current premium rate is approx. 1.5% of the salary.)

12. AIRFARE VISA & 'VISA RUN'

* On the day of the teacher's arrival in Korea , the Employer is to provide the teacher with cash equivalent of an economy class ticket from the closest international airport to the teacher's residence, to his residence in Korea . On the last day of the contract, the teacher will be provided with cash equivalent of a return ticket to closest international airport to his original residence.

* In case the teacher leaves the school before his contract period ends, the school will not pay for the return ticket.

* Should the school send the teacher to Japan / China for obtaining work visa, all costs of traveling, residence, etc are covered by the school.

* All costs of residence visa/ card in Korea are covered by the school.

13. ANNUAL BONUS

In accordance to the Korean labor Law, the annual bonus equivalent of one month's pay, is paid to the teacher on the last day of this contract REGARDLESS from his renewing his contract for another year or not. '6 month contracts' come with bonus of a half a month salary.

14. DISCIPLINING STUDENTS

Due to the teachers' lack of knowledge of the students' mother tongue and culture, the school principals and the local teachers will eagerly assist the English teacher should he

ask for help in disciplining the students. In unlikely case of a student disrespecting a teacher, the student will be warned that he/she can be dismissed from the school, and after 4th warning, dismissal will take place. This is to prevent some inexperienced schools from taking the side of rude students in fear of losing customers, while by leaving the teacher unhappy or angry in the class, they normally lose lot more customers. For the teacher and all other students in a class will be made unhappy by one rude student. The school Will Fully support the teacher, if the teacher considers a student rude or disruptive.

15. DISMISSAL OR VOLUNTARY RESIGNATION

*The Employer and the Teacher reserve the right to end this contract, in any of the cases below. *It is agreed hereby that 'Copy of teacher's resignation or dismissal notice' will be equal to his legal 'Release Paper'.

*Dismissal can take place if the teacher neglects correcting the following causes. (The teacher

will have 20 days after each warning letter to correct the situation.)

- a. Neglect his duties stipulated in this agreement.
- b. Frequent absences from work.

* Resignation can take place if the teacher perceives:

- a. Continuous disrespect, or negligence of his human rights.
- b. Negligence of the points of this contract by the school.
- e. Death or severe disease of a family member, or severe illness of the teacher.

*In case of dismissal or resignation, teacher is paid up to his last day of work, and no fees except for the apartments utilities are deducted from his pay. All the accounts / pays on either side must be settled by the last day of teachers work.

*The Employer cannot dismiss the teacher during the last two months of this contract's period.

16. 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, with both parties' signatures proving the modifications.
- c. Photostat copies of this Agreement will be considered as valid as the signed original.

Date & place:

The school name:

The school owner:

Signature of The Schools Owner:

Date & place:

Teacher's name:

Teacher's Signature: