

Education Collaboration Program Native Speaker Instructor Employment Contract

The superintendent of Korean Office of Education (hereinafter referred to as “the Employer”) and the native speaker instructor (Name) _____ (hereinafter referred to as “the Employee”) who is a citizen of _____ and residing at _____ enter into an employment contract for the native speaking assistant teacher or native speaking instructor invitation/use program of Kyungkido Board of Education as follows.

Article 1 (Purpose). The purpose of this employment contract is to set forth the terms regarding obligations and employment conditions of the Employee who is invited as part of native speaking English instructor invitation program of Korean (name of the school).

Article 2 (Obligations). The obligations of the Employee are as follows.

1. The Employee shall teach English as an English instructor with co-teachers at elementary, middle, or high school specified by the Employer.
2. The Employee shall plan English classes and make teaching materials with Korean or other native speaker co-teachers.
3. The Employee shall lead English camps or extra-curricular activities related to teaching English.
4. The Employee shall support other tasks related to teaching English that the Employer recognizes as necessary.

Article 3 (Supervision). The Employee shall be supervised by the head of the work place designated by the Employer and carry out the obligations set forth in Article 2.

Article 4 (Term of Employment). The term of the employment shall commence on _____ (year) _____ (month) _____ (day) and end on _____ (year) _____ (month) _____ (day).

Article 5 (Resignation)

1. If the Employee resigns during the term of employment due to unavoidable reasons, the Employee shall notify the Employer of the date and reason of resignation in writing within 60 days.
2. In case the Employee resigns:
 - A. The employee shall reimburse the Employer for the airfare that the Employer paid for the Employee. (Only if it has been less than 6 months since entry)
 - B. The Employee shall pay for the return airfare, and the Employee’s visa shall be revoked.
3. If the Employer acknowledges that the Employee must go back during the term of the employment due to unavoidable reasons, the Employer may offer to pay for the return airfare. (Only if persuasive and legitimate reasons exist or the Employer’s circumstances allow)
4. Regardless of the reasons, in case this contract is terminated within 6 months of commencing the employment contract, the Employee shall refund the Employer 100% of

the loan immediately upon the termination of the contract. If the Employee works for more than 6 months after the term of the employment begins, the Employee's obligation to repay the loan under this Article will be waived.

5. The obligation to pay 100% of the loan includes airfare as well as the introduction fee charged by recruiting companies.

Article 6 (Work place).

1. The Employee shall work at an elementary, middle, or high school within a school or an institute specified by the Employer.

2. If it is unavoidable to change the place of work, the Employee shall obtain a prior consent from the Employer.

Employer's Signature: _____

Employee's Signature: _____

Article 7 (Work hours).

1. The Employee shall work 8 hours a day (excluding lunch time), 5 days a week, and shall not work on Sundays and national holidays. (Each school or institute might have slightly different work hours.)

2. The work hours of the Employee shall be based on the normal commuting schedule of Korean citizens, and may be adjusted by the head of the work place.

3. The number of regular class hours taught by the Employee shall not exceed 22 hours. The head of the work place may require the Employee to teach overtime, and must obtain the Employee's consent if asking for more than 5 extra hours per week.

4. The Employer must pay the Employee for extra hours taught, and may offer a vacation instead of payment if the Employee wants. In such case, the length of the vacation shall be twice the extra hours taught.

Article 8 (Salary)

1. The Employee's salary shall be 2,000,000 Korean won's per month, and income tax (*waived for the first 2 years for American citizens) and contribution to national pension fund (*refunded after the expiration of the contract) shall be deducted from the salary.

2. The salary shall be paid on the 21st of every month. If this date falls on a non-working day, the salary shall be paid the day before.

3. If the 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.

4. If the Employee should be absent from work without having obtained a prior approval, payment for the absent days calculated on a pro rata basis shall be deducted from the salary.

5. Upon the expiration of the one-year contract, the Employee shall be paid an average wage equivalent to 30 days' pay as severance.

6. The Employee shall not claim any compensation other than the compensation provided by this contract.

7. If the Employee renews the contract, the salary may be increased if the Employee's teaching abilities fit for the educational purpose of the school or institute, performance, and contributions are evaluated and approved.

Article 9 (Expiration of the contract)

1. The term of employment set forth in Article 4 may be renewed by a mutual agreement between the Employer and the Employee for one year (12 months).
2. For the Employee who renews the contract pursuant to Article 1 of this contract, a home leave of 14 days (including weekends and holidays) shall be provided, which will be an additional benefit to the paid vacation provided during the term of the employment. Home leave should be taken during summer vacation so as not to interfere with instruction during a semester, before or after the expiration of the contract.
3. In the event that the Employee who renewed the contract travels to his/her home country, the Employer shall pay for the round trip airfare (excluding domestic flight) between Korea and the Employee's residence pursuant to Article 9, Clause 4. The round trip airfare shall be based on an economy class airfare of the most direct flight available. In the event the Employee does not travel to his/her home country, the Employer shall pay for the round trip airfare (excluding domestic flight) between Korea and the Employee's residence pursuant to Article 9, Clause 4. The round trip airfare shall be based on an economy class airfare of the most direct flight available.
4. For the round trip airfare for the Employee's home leave, the Employer shall loan after the Employee's arrival a considerable sum of an economy class airfare (within 75% of regular fare) of the most direct flight available between the airport closest to the Employee's residence to Incheon International Airport.
5. In the event that the Employee works until the end of the term of the employment and leaves Korea within 10 days, the Employer shall pay for the Employee's return flight.

Article 10 (Housing)

1. The Employer shall provide the Employee with housing, and make best efforts to find housing close to school so that the Employee can commute on foot.
2. Housing may include, but is not limited to, a leased house, a dormitory, or an apartment. For a single instructor, a single room in a dormitory or outside the work place shall be provided. An instructor with a family shall be provided with housing with at least two bedrooms. Fees, charges, taxes, and other expenses incurred in using the housing shall be borne by the Employee.
3. The Employer may provide temporary housing until the employee finds appropriate housing, and if the Employer is unable to provide housing for the Employee, the Employer shall provide the Employee with 300,000 Korean won per month for housing expenses.
4. The Employer may choose to provide either housing or housing expenses, and once decided, the Employer's decision may not subsequently be changed during the term of the employment.
5. If the Employer provides housing to the Employee, the Employer may provide appliances and furniture as set forth in <Appendix 1>, and the Employee may not demand any other items. The Employee shall be responsible for the maintenance and repair of items provided.

6. Upon initial contracting, the Employer shall provide the Employee with 300,000 wons for settlement expenses, which the Employee shall use to purchase items necessary for living other than those provided in the foregoing article.

Employer's Signature: _____

Employee's Signature: _____

Article 11 (Other benefits)

1. The Employer shall provide the Employee with medical insurance. If the Employee has a family living with him/her in Korea, the Employer shall also provide them with medical insurance.

Article 12 (Paid vacation)

1. The Employee shall be entitled to a paid vacation of 14 days during the term of the employment but not during the school term. The Employee shall request for a paid vacation 15 days in advance and obtain the approval of the head of the work place. Saturdays and Sundays are not included in the paid vacation. In the event that the employee completes the term of the contract and renews, unused paid vacation may be transferred to the new contract for up to 7 days. This period shall be first used in the new contract, and shall not be reflected in subsequent terms of the contract.
2. During school term, the Employee shall not come to school on days on which students and Korean teachers do not come to school, and such days are not counted as paid vacation.
3. During school recess, the Employer may demand the Employee to participate in supplementary classes or English camp activities without paying extra, for up to 40 hours.

Article 13 (Sick leave)

1. The Employee shall be entitled to take a paid sick leave if an illness prevents him/her from performing the obligations under this contract, with a prior approval from the head of the work place.
2. When the Employee takes a sick leave for more than 7 consecutive days (including weekends and holidays), the Employee shall submit a doctor's medical report to the head of the work place.
3. The Employee's paid sick leave during the term of the employment shall not exceed 15 days, and if the Employee requires a sick leave for more than 15 days, the Employee may take a further sick leave without pay.

Article 14 (Special leave)

1. The Employee shall be entitled to a special leave for each of the following events:
 - a. 7 consecutive days for the Employee's marriage.
 - b. 7 consecutive days for the death of the Employee's parent or spouse, 5 consecutive days for the death of the Employee's child.
 - c. 90 days for a maternity leave of the Employee herself.
 - d. natural disaster
 - e. prosecution of the Employee.

f. Special leaves specified in (a), (b), and (d) of this clause shall be paid leaves, but the special leaves specified in (c) and (e) will be without pay.

Article 15 (Code of conduct)

1. The Employee shall diligently follow directions given by the head of the work place related to his/her performance under the contract.
2. The head of the work place shall evaluate the work performance of the Employee by independently set guidelines.
3. The Employee shall carry out the obligations set by the terms and conditions of this contract unless specified otherwise.
4. The Employee shall not behave in any manner which may damage the reputation of the teaching profession, and shall comply with any codes of conduct applicable to Korean teachers.
5. The Employee shall not become an officer of any organization and shall not engage in a job at any other organization without the approval from the head of the work place. The Employee shall not engage in a paid job (including part-time jobs) at other organizations.
6. If the Employee has any of the following contagious diseases or illnesses, the head of the work place can suspend the Employee from performance.
 - a. If there is a concern that the Employee with a contagious disease may not take precautionary measures to prevent the spread of the disease.
 - b. If the Employee cannot continue performance due to a serious illness.
 - c. If the Employee contracts a disease officially designated by the Ministry of Health and Welfare.
 - d. The Employee shall be paid for (a), (b), and (c) of the foregoing clause.

Article 16 (Termination of the contract)

1. The Employer may terminate the contract for any of the following reasons:
 - a. The Employee violates a law of Korea.
 - b. The Employee fails to comply with the terms of the contract, or fails to perform diligently.
 - c. The Employee does not work for more than a week (consecutively) without a legitimate reason.
 - d. If the application submitted by the Employee contains falsehood in any aspect.
 - e. If it is determined that a mental or physical illness of the Employee prevents him/her to continue performance. (The Employee must comply with the Employer's request for a medical report immediately)
 - f. If the sick leave (including both paid and unpaid) set forth in Article 14 of this contract exceeds a total of 30 days during the term of the employment.
2. If the contract is terminated pursuant to Clause 1 of this Article, the Employer shall pay the Employee's salary calculated on a pro rata basis, and the Employee shall pay for return airfare. The Employee's visa shall be revoked.
3. If the contract is terminated pursuant to Clause 1 of this Article, the Employee shall immediately pay back the loan made by the Employer pursuant to Clause 4 of Article 9.

4. This contract shall be automatically terminated if the Employee is sentenced to imprisonment or heavier punishment. The Employer shall not make any monetary compensation to the Employee in such case.

Article 17 (Matters not explicitly stated in the contract). Matters not explicitly stated in the contract shall be determined by the Employer, taking the Employee's opinions into consideration.

Article 18 (Indemnity)

1. To indemnify the Employer for any liability that may arise from any careless, negligent or illegal activity of the Employee, the Employer shall take certain amount of money as pledge from the Employee in advance. Starting with the initial salary, 100,000 won shall be deducted every month for five months, for a total of 500,000 won.

2. Before the contract expires, the Employer shall inspect the use of facilities lent to the Employee and related financial matters in advance. If any damage has occurred, the Employer shall confirm with the Employee in writing, take reimbursement from the pledge, and demand the Employee for additional reimbursement if the pledge is not sufficient. If there is no damage to lent facilities, the Employer shall refund the pledge to the Employee before the contract expires.

Article 19 (Governing law, language and venue)

1. The terms of this contract and the rights and obligations of the parties hereto shall be construed, interpreted and determined in accordance with the laws of the Republic of Korea.

2. The governing language of the contract shall be Korean. The English translation of this contract is made for the sole purpose of convenience.

3. If a dispute should arise in connection with this contract, the parties shall try to resolve it in accordance with a principle of good faith. If the parties fail to mutually resolve such dispute, it shall be resolved by the Korean Commercial Arbitration Board's arbitration.

Employer's Signature: _____

Employee's Signature: _____

Article 20 (Signature). In witness whereof, the parties hereto sign the contract in triplicate on the date entered below with each party retaining one copy and submitting the remaining copy for the Employee's visa application.

List of appliances and furniture provided by the Employer for housing

NO.	Name	Number	NO.	Name	Number
1	Telephone	1	10	Electric iron	1
2	Refrigerator	1	11	Bed (Queen size)	1
3	Washing machine with a dryer	1	12	Sofa (for 3 people)	1
4	Television set	1	13	Kitchen table (for 4 people)	1

5	Vacuum cleaner	1	14	Wardrobe	1
6	Microwave	1	15	Desk	1
7	Gas range	1	16	Chair	1
8	Electric rice cooker	1	17	Vertical blind	1
9	Electric fan or Air conditioner	1			1

Signing Date : _____

Employer's Signature: _____ Employee's Signature: _____

Name of the school or institution
 ----- Passport Number : _____
 Address: _____