**EMPLOYMENT CONTRACT**

|  |
| --- |
| Name of Employee : **Jean Prieur du Plessis**Country of Citizenship: South Africa Date of Birth: March**. 24rd. 1988.**Passport no.: 8803245234082 |

1. INTRODUCTION:

This is an agreement between **Jean Prieur du Plessis** hereinafter called ‘Employee') and **Spelish English Academy, Daegu** (hereinafter called ‘the School' ). The Employee agrees to teach students at the School at the times designated by the School and the location designated by the School. Management, and the Employee agrees to develop and present educational programs for the students. The Employee agrees to follow and strictly comply with the School's policies and guidelines during the period of this agreement.

2. CONTRACT DURATION:

1. It is hereby agreed between the School and the Employee that the Employee shall teach at the school for a period of one year, starting from **March 23th, 2015** (starting date may be earlier or later if a position is not available on the indicated date).
2. If the Employee wishes to renew his/her contract at the end of the contractual year, he/she must inform the School two months prior to the end of one year's service, and the contract may, if both parties agree, be renewed at that time for another year by mutual agreement.

3. RESPONSIBILITIES OF THE EMPLOYEE:

1. The working hour: Employee shall work **9:30 Am-6:30pm** for five calendar days per week from Monday to Friday and shall not work on Saturdays, Sundays and any national holidays of the Republic of Korea.
2. Actual class instruction hours of Employee shall not exceed thirty(30) hours(1hour=60minutes of instruction) per week. If, however, employee’s actual weekly class instruction hours exceed thirty(30) hours due to supplementary class instruction, Employee shall be entitled to a supplementary class instruction pay(**20,000won/hour**)
3. The Employee is expected to devote no less than 1 hour a day at the School for lesson planning with co-teachers. Employees are also responsible for student evaluations, syllabuses, report cards, field trips, consultation with parents, supervision of activities, maintenance of the English environment during breaks, workshops, staff meetings, orientations and upgrading ones professional knowledge and skills without additional pay. The work week will follow the yearly academic calendar issued by the school. The Employee's working hours shall be determined by the School's schedule.
4. However, the teaching schedule can be changed at any given time by the School.
5. The Employee is responsible for familiarizing him or herself with all School materials relevant to teaching at the School. The Employee shall faithfully teach and train students at the School.
6. Employee is responsible for attending all seminars and education training set forth by the School without additional pay.
7. Employee is responsible for semester preparation and special event preparation which may require weekends and/or holidays without additional pay.
8. The Employee is responsible for maintaining a pleasant working environment.
9. The Employee is responsible for following the rules of conduct set up by the School.
10. One warning will be given to an Employee before being placed on probation. The second warning is grounds for dismissal. Grounds for warnings include tardiness, not following class syllabus, valid complaints from parents, not meeting deadlines for administrative duties such as lesson plans, report cards, counseling forms, etc.

4. Outside Employment

1. Employee will not work for other organizations or person without the employer’s permission.
2. After the termination of the contract caused by employee, Employees will not gain employment from other Schools within a 10 mile radius of either school.

5. TEACHER'S SALARY:

1. The teacher's total monthly salary shall be **2.1 million won** based on **30 teaching hours per week**. Teaching hours are actual time spent in the classroom instructing students and does not include preparation, seminars, meetings, break times, event participation/preparation
2. If the employee’s working days do not reach a full month, the employee will be paid on a daily basis according to his/her working days. Employee will be paid at the rate of the total working days.
3. On completion of one’s responsibilities of the full contract period, the severance pay is **2.1 million won**. It will be paid only at the successful completion of the contract.
4. If the Employee teaches, additional teaching hours over and above 30 hours per week, overtime compensation of **20,000 Won/hour** shall be paid for those hours.
5. The Employee's salary will be paid monthly on the 10th of the following month.
6. A direct deposit will be made to the Employees account. If the 10th is a non business day, the Employee’s salary will be deposited on the following business day.
7. Release letter

 In the case of employer negligence of the conditions of the said contract, the employer will release the employee from the contractual obligations of the said contract and will give the employee a Release Letter allowing the employee to continue working in Korea if the employee should choose to do so. In the case of the employee’s negligence of the conditions of the said contract a Release Letter will not be granted by the employer.

7. AIRFARE TO KOREA:

The Employee's one-way economy class or regular class airfare to Korea from the nearest international airport will be paid by the school or the school will reimburse the teacher in case the teacher buys the ticket. Upon the completion of the Contract, a one-way return trip to the airport of his/her home country will be reimbursed or provided only when the trip occurs within the first seven (7) days from the completion of employment. Return airfare will not be provided if the teacher leaves the school prior to completion of the 12 month contractual teaching period. For a dismissal or voluntary resignation within the first six months of this Contract period, the amount of airfare to Korea will be reimbursed to the school by the Employee and will be deducted from the Employee’s last monthly salary.

8. HOUSING:

1. The School will provide a private single person accommodation.
2. The teacher's apartment furnishings shall include: basic cooking utensils such as pots pans and dishes; a stove; a refrigerator; a bed with clean linen; heater, TV, and wash machine.
3. Costs for all utilities, including lighting, heat, gas, water, and telephone shall be paid by the teacher.

9. DEPOSIT FOR UTILITIES

For the first two months, the employer will withhold a deposit of 400,000 won(200,000krw will be deducted from first two month salary and from the second month 200,000krw) to be used as security incase the Teacher leaves employment before the contract is complete. The deposit will be returned upon completion of the full 12-month contract after deducting the last month’s utilities. The Employer will retain an amount in order to pay the Teachers last month’s bills (as worked out from average payments of such bills).

The last month utility fee will be calculated to return the surplus or to deduct deficit from employee’s last month salary.

10. VACATION TIME:

The teacher shall have 10 days of paid vacation. The paid vacation will normally be 5 days for summer and 5 days for winter. But the schedule can be changed in accordance to the school’s schedule. Documented sick leave and emergency leave will be paid for a combined total of 2 working days a year. The teacher must provide the School with as much advance notice as possible. Unused sick leave may not be converted into any cash payment. If it is found that the hours/days of absence reported as sick leave or emergency leave were not in fact for such purposes, related costs shall be subtracted from the following months pay. The above leaves will be included in the period of medical care compensation according to the Article 78 of Korean Labor Standard Law.

11. INCOME TAX:

1. Approximately 3.3% per month of the Employee's salary shall be deducted by the employer as withholding tax as provided by Korean law.
2. Employees, shall be eligible for Korean income tax exemption during the first two years of Korean employment if they provide the following documents to the Employer before the first payment of salary:
	* 1. “Certificate of Residency” issued by the relevant authority of the Employee’s resident country.
		2. An “Application for Tax Exemption” on a non-resident's Korean source of income provided under the Korean Tax Treaty. If the Employee has already worked more than two years in Korea, he/she shall not be eligible for tax exemption.

12. KOREAN HEALTH INSURANCE

1. Employee will be covered by medical benefits under the Korean Medical Insurance Union, a Government Health Organization. **The cost(approx. 5% of which the Employer pays for half) of this coverage will be borne half by employer and half by Employee.** Employee's share of this coverage will be deducted from Employee's monthly salary."

13. NATIONAL PENSION PLAN

1. The national pension contribution (approx. 9% of which the Employer pays for half) as required under Korean law shall be withheld each month from the Employee's salary. Half of the monthly contribution will be provided by the school.
2. National pension plan will be provided only if the teacher’s country has treaty with Korean government. **South Africans are not entitled to get national pension plan according to the current treaty between nations.**

14. DUTY OF SECRECY:

1. The Employee shall not disclose any of the contents of this agreement, including salary, to a third party (including other employees of the school)
2. The Employee shall not disclose any information relating to the contents of lectures and business operations of the School without prior permission of the School. Violation of this portion of the contract will cause the Employee to be responsible to compensate the School for all possible losses suffered by the School.

15. COVENANTS

1. Employee hereby agrees, covenants, and undertakes that at all times during the term of this Agreement or subsequent to the termination of the Agreement, Employee will not use the name of Employer for business purpose or otherwise and will not represent or hold himself/herself as an authorized representative of the Employer in Korea.
2. Unless otherwise agreed to in writing, Employee understands and accepts that the right to use, sale, distribution, or publication of all original material produced by Employee during the course of Employee's employment, and for which the Employee is compensated as either regular pay, as overtime, or in an agreed upon lump sum, remain the sole property of Employer.

16. INDEMNIFICATION CLAUSE

1. Employee will indemnify and hold harmless Employer from any damages, which Employee may sustain, in any manner, through the misconduct or negligence of Employee. Employee will indemnify and hold harmless Employer and Employer's representatives from any damages, which Employee may sustain, in any manner, through the refusal by the government of Korea to permit entry into the republic.

17. ADDITIONAL DUTIES:

1. The Employee is required to conduct him/herself in a professional manner and to wear appropriate attire while at the school. Casual clothing is acceptable, provided that it is neat and clean.
2. The following will be grounds for immediate termination of the contract.
3. Not following scheduled class timetables and dismissing, canceling, or starting classes late without the prior approval of the School director.
4. Conducting class while under the influence of alcohol, while smoking, or under the influence of illegal drugs.
5. Making sexual advances towards, or entering in to relationships with students or employees of the School.
6. Abusing the students physically or verbally.
7. Absence without sufficient notice. (minimum of one hour before class)
8. Conducting oneself in an unprofessional manner within the workplace. Ex. cursing, yelling, throwing things, etc.
9. The School shall have the right to terminate this contract if the Employee violates the contract or fails to conduct him/herself in a professional manner. At least two weeks termination notice will be given to the Employee in such case. In this case, the School has no duty to give the severance pay bonus and return airfare to the Employee.
10. In case the Teacher is detected with HIV, or other drugs from the medical examination, which cause the failure to obtain valid working visa, the Employee will pay back all the expenses to the school. The Expenses are the paid air fare and medical examination fee.
11. If the Employee wishes to voluntarily resign from employment before the completion of this contract the employee must provide written notice to the Employer at least 6 weeks before the resignation. In this case the School has no duty to give the severance pay bonus and return airfare to the Employee

Both parties have carefully read this contract; They have agreed to its terms in good faith; and they will attempt to resolve any disputes which may arise in accordance with the terms of the contract, and in a reasonable manner. All disputes, which cannot be resolved by the parties to this contract will be resolved through the legal system of Korea in accordance with Korean law.

I duly agree on the contract stated above.

|  |
| --- |
| Date : February 23rd, 2015. |
|  | Spelish English Academy4F, Bonggu Bldg. 555-8 Janggi-dong, Dalseo-gu, DaeguT. 053-565-7888 |
| DirectorName**: Moon, Yeong-mi**Signature : ***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*** | Teacher Name: **Jean Prieur du Plessis** Signature : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

* + - 1. DOMICILIA ANS NOTICES

* 1. The physical addresses set out in the commencement of the Agreement herein constitue the *domicilium citandi et executandi* of each of the parties for all prposes under this Agreement, including the serving of any court process or documents, giving notice, or any other communication of whatsoever nature.
	2. Either party may at any time and from time to time change its *domicilium citandi et executandi* by giving the other party 14 (Fourteen) days’ notice of such change, provided that each party’s *Domicilium* shall always be a physical address within the Republic of South Africa.
	3. If any documents, notices and/or correspondence be sent via registered mail, it will be deemed to be received on the 7th (Seventh) day after the date on which it is posted
	4. If any documents, notices and/or correspondence sent via telefax and/or e-mail, it will be deemed to be received within 24 (Twenty Four) hours after completion of the transmission thereof.

2 BREACH OF CONTRACT

2.1 In the eent any of the parties to this Agreement breaches any of the terms and conditions contained herein, and neglect to restore such breach within 7 (Seven) days after being notified in writing by such party, without any prejudice to any rights of the non-defaulting party, the non-defaulting party has the right to :

 2-1 Cancel the Agreement herein:

 2-2 Claim any and all damages suffered as a consequence of such

Breach of Contract :

2.2 In the event where the defaulting part has been put on terms in terms of paragraph 2, and neglects to restore such breach for whatever reason, such defaulting party will furthermore be held liable for all legal costs on the scale as between Attorney-and-Own-Client.

Signed at : on the of

Employer : Employee :