Instructor’s Contract

This contract is made by and between:

**Academy Name: TN English Gwangju Campus**

 **Address: TN Global Building, 1278-13, Chipyoung-Dong,**

**Suh Gu, Gwang-Ju, South Korea, 502-827**

(herein after referred to as the employer), and

**Name:**

 **Nationality: USA**

 **Passport Number:**

(hereinafter referred to as the instructor). This contract is made for the purpose of setting forth the terms and conditions of employment for the Instructor to perform services as a teacher at the academy indicated above. Note that for the purposes of this contract, Korea, South Korea, and the Republic of Korea all refer to The Republic of Korea.

**1. Employment, Visa, Documents**

a. The Employer hereby agrees to employ the Instructor to teach the English language to Korean learners, as described herein below. The Employer hereby agrees to provide the instructor with an appropriate employment visa (E-2) and the Instructor hereby declares that s/he possesses the documents required to obtain said visa and agrees to make these documents available to the employer upon request at any time during the contract period. The employer will not hold any of these documents for more than the time required to satisfy appropriate Korean government officials.

b. The employer is responsible for the costs associated with applying for a visa for the Instructor that are incurred in Korea. The instructor is responsible for the visa fee charged by Korean Consulates and Embassies, medical examination fees, criminal record check fees, and the cost of sending required documents to Korea.

**2. Contract Term**

The term of this contract is one full year, beginning with the Instructor’s first teaching day at the Employer: **The contract term is from to** *.* The employer reserves the right to have the instructor work until the end of the month that they started as to facilitate a smooth transition when an instructor leaves. This means an instructor may be required to work up to one year and a maximum of 30 additional days. The contract may be renewed or extended with the agreement of both parties. The instructor will indicate his/her interest in renewing or extending the contract, in writing, at least two calendar months before its termination. The employer will indicate acceptance or rejection of the Instructor’s interest in renewal or extension within five business days. Both parties may then re-negotiate this contract as they see fit.

**3. Teaching and Related Duties**

a. The instructor will behave professionally and will strive to uphold the reputation of the employer while conducting classes, interacting with students and parents, and while interacting with the community in general.

b. The instructor will be required to work five days per week, Monday to Friday, unless both parties agree otherwise. Under no circumstances will the beginning of the Instructor’s first class and the end of the Instructor’s last class be more than 10 hours apart, unless the instructor agrees.

c. The Instructor will teach up to **30 hours** per week (About 120 hours per month) and will be required to spend a minimum of 7 hours and maximum of 10 hours their day at the school (This includes a 30 to 45 minute break period for lunch or dinner). Each hour is equal to 60 minutes of classroom instruction. The daily schedule will be set by the school.

d. The instructor will be required to teach Summer/Winter Intensive Program, which is one month program, while he or she is employed by TN English. The instructor is expected to teach more than 30 hours during this Intensive Program.

e. Instructors are required to work in accordance with 3-b, 3-c and 3-d procedures.

Working hours are as follows:

i. 9:00 ~ 18:00, ii. 10:00 ~ 19:00, iii. 13:00 ~ 22:00

f. The Instructor is required to adequately prepare for all classes and devote the time required to complete the preparatory and administrative tasks that are normally associated with teaching the English language. These include, but are not limited to:

 i. Conducting classes as scheduled

ii. Supplementing Employer-provided materials where necessary and appropriate.

iii. Curriculum development.

iv. Weekly, monthly or term student assessment and evaluation.

v. Level placement.

vi. Communicating and cooperating with Korean teachers and/or administration as necessary for the maximum possible benefit of students.

vii. Attendance at meetings, workshops, and special events as reasonably required by the Employer.

viii. Completion of lesson plans.

g. The Instructor is expected to dress appropriately when present at the school or when engaged in any Employer-related activities. In most cases, beach wear, T-shirts, jeans, running shoes, sandals, short pants, hats and skirts above the knee are not acceptable. In addition, Instructors should be clean-shaven and should keep their hair neatly styled. Visible tattoos and piercings (other than single ear piercings) are not acceptable. The Employer reserves the right to inform instructors of unacceptable attire/appearance. The instructor hereby agrees to follow the Employer’s directives in this regard.

h. The Instructor shall not be permitted and shall not have the right to work outside of Employer’s school. Since school employees are full-time employees such approval will normally be denied.

**4. Salary**

In the first three months, a monthly salary will be \_\_\_\_\_\_\_\_\_\_\_\_\_\_KRW, thereafter, the Employer will pay the Instructor a monthly salary of  **KRW**. This salary will be paid in full, but will be required to make up hours through extra work projects if their weekly hours fall below the 30 hour threshold as outlined in Section 3c. If the Instructor’s scheduled teaching hours fall below that outlined in Section 3c. These extra work projects are outside of normal preparation for the instructor’s classes. Salary will be paid no later than the **15th** day of the month following the month worked.

When the instructor arrives, they will take part in a training program for 2 weeks. During this time the instructor will receive a training rate of half of their daily salary.

**5. Overtime**

Overtime will be calculated weekly and will be paid at a rate of **18,000 KRW** per hour. Duties outlined in Section 3d will not count towards the calculation of overtime. While holidays are paid in full, time not actually spent teaching (including holidays) will not count towards the calculation of overtime.

In order to maintain the quality of lessons one hour of preparation time prior and a 30 minute meeting time prior to classes each day is required from the instructor. This preparation time is not included in the calculation of any overtime hours, which the instructor may be required to work.

**6. Severance Pay**

a. Upon completion of the full contract term, the Employer will pay the Instructor one full month’s salary ( **KRW**).

b. If the Instructor leaves the Employer voluntarily at any time during the contract, no severance will be paid.

**7. Air Transportation**

a. The Employer will provide air transportation from the Instructor’s point of hire to Korea. The ticket will be provided directly to the Instructor. Upon completion of the full contract term, return air transportation to the point of hire will be provided.

b. Should the Instructor not wish to return to the point of hire, The Employer may disburse a cash compensation of up to 700,000 KW for an airline ticket. In all cases, the Instructor must comply by Korean immigration laws and make available to the Employer, upon request, proof of passage out of the Republic of Korea within the time frame stipulated by Korean immigration laws.

c. If the Instructor is dismissed or leaves the Employer voluntarily for any reason at anytime during the contract, s/he will reimburse the Employer for the cost of air transportation to Korea. The Employer will provide a receipt from the travel agency from which the ticket was purchased. The instructor may also be required to pay back any fees associated with their hiring including visa fees, recruiting fees and training costs.

d. If the Instructor does not complete the full contract term, for any reason, the Employer will not be required to provide return transportation (or cash equivalents).

e. If this contract is extended or renewed, a return ticket will be provided to the Instructor at the end of the new contract period.

**8. Housing:**

a. The Employer will provide the Instructor with either a single studio apartment or a private bedroom in an apartment shared with (an) other instructor(s). Furniture provided includes a refrigerator, an A/C, a gas range, a washing machine, a TV, a table suitable for meals, (a) Western-style bed(s), and (a) wardrobe(s). The employer reserves the right to charge the instructor for any damage to the apartment or the furniture provided.

b. The Employer is responsible for paying the rent and associated rental-costs for the apartment. The Instructor is responsible for paying his/her share of all bills and connection fees, including electricity, water, gas, cable, internet and telephone. If the building charges a security or maintenance fee, this is also the instructor’s responsibility, to a maximum of 50,000 won per month.

c. In the event of an apartment-related dispute between Instructors sharing an apartment, the Employer reserves the right to make a final decision. The Employer reserves the right to deduct unpaid utility bills or the costs of avoidable damage to the apartment, from the Instructor’s salary at any time throughout the term of the contract.

d. The Employer reserves the right to withhold **200,000 KRW** from the Instructor’s salary for the first three (3) months of this contract agreement, for the purpose of paying utility bills that have not been received, or remain unpaid, at the end of the contract period and to hold as a damage deposit on the apartment and its contents. The balance remaining after all bills and damages have been paid will be transferred to a bank account designated by the Instructor within 30 business days of the end of the contract period.

**9. Holidays and Vacation**

In addition to the usual national holidays (10 days per year, as scheduled by the Government of Korea), the Instructor will be given several working days of vacation, to be taken at the discretion of the school director. The distribution of these days will result in 10 work days per year. In order to receive payment for holidays and vacations, the instructor must work the day preceding the holiday or vacation and also the day proceeding the holiday or vacation.

**10. Sick Days, Emergency Leave, Other Absences**

a. The Instructor will be granted up to 2 paid sick days during the contract period. The Instructor must provide proof of a visit to a doctor in order to be paid for any sick day. Absences due to illness in excess of two days per year will result in deduction from the Instructor's salary at the rate of 1/20 of one month's salary per day missed, as will any other absences, including those requested by the Instructor and approved by the Employer. The Employer is under no obligation to make any cash settlement for unused sick days. However, in order to be compensated for a 2 day paid sick leave, the Instructor must notify the Head Instructor and manger 5 hours prior to his or her first class.

b. In the event that the Instructor requests sick days, fellow instructors are entitled to teach that instructor’s class and any overtime accumulated during this time will not be effected by 3-b,3c,3d and 3-e policy.

c. The Instructor will be granted up to 7 consecutive days (including weekends) of emergency leave if a member of the Instructor’s immediate family dies, sustains life-threatening injuries, or becomes life-threateningly ill, during the contract period. For the purposes of this contract, immediate family includes parents, grandparents, siblings, children, spouse, or common-law partner. This leave is unpaid. Proof of an above-described situation may be requested by the Employer. The Instructor agrees to provide as much notice as possible when requesting such leave.

**11. Medical Insurance / Conditions**

a. The Employer will enrol the instructor in the Korean National Health Insurance Plan. The cost of premiums will be shared by the Instructor and the Employer at the rates stipulated by the Government of Korea. Currently, this rate is about 5% of the instructor’s salary, shared by each party.

b. The Instructor understands that extended periods of illness and/or serious injury that results in an extended inability to perform the duties of employment may seriously harm the Employer’s business and may result in termination of the Instructor’s employment

**12. Termination of this Contract**

a. The Instructor agrees to provide a minimum of 45 business days’ written notice of their intention to terminate this contract for their own personal or business reasons. In this event, all outstanding salary will be paid minus any withholding amount as outlined in section 8d within 7 days after the last teaching day.

b. In the event that an unusual number of students or parents complain about the Instructor’s classes, or if there is a noticeable decline in enrollment that can be reasonably attributed to the Instructor and their teaching methods, the Instructor will be formally notified of such. S/he will be afforded a 10-day period in which to remedy the situation. During this period, the Employer may require the Instructor to observe other Instructors’ classes and/or alter his/her teaching methods. If, at the end of this 10-day period, the situation has not improved, the Employer may terminate the Instructor’s employment. The Employer will be the sole judge of such improvement or lack thereof.

c. The Employer reserves the right to terminate the Instructor’s employment immediately, for the Instructor’s behavior as follows:

1. Repeated absences or tardiness without valid excuses.
2. Failure to comply with school policy or the instructions the Employee’s director or supervisor.
3. Unethical or immoral conduct.
4. Unauthorized paid teaching or other employment for any entity or individual(s) other than the Employer.
5. Use of alcohol, or any other intoxicant or, which has a noticeable and negative impact upon the execution of the Instructor’s duties, or which has a substantially negative impact upon the reputation of the Employer.
6. Violation of the laws of the Republic of Korea (South Korea).
7. Any behavior that threatens the physical safety or security of students or Employer staff.
8. Activities or actions that are detrimental to the effective operations of the employer’s business.

**13. Venue for Disputes**

While both parties enter into this agreement with honesty and integrity, disputes may sometimes occur. In such cases, both parties will be bound by all the terms and conditions of this contract and will try to resolve their differences in a manner that is fair to both parties and results in the least inconvenience to both. In the event that no solution can be found and either party decides to terminate this contract, each must do so in accordance with Section 12. Upon such termination of employment or dissolution of this contract, both the Instructor and the Employer agree to behave in a respectful, civil manner and refrain from activities that may damage the reputation of either party.

**14. Good Faith**

The Employer and the Instructor enter into this agreement with good faith. Each will consider the welfare of the other in execution of his/her respective duties. The Employer will not dismiss the Instructor without what reasonably is considered good cause, and the Instructor will do his/her best to fulfill all the responsibilities and meet all the conditions as described in this agreement.

**15. Changes to this Contract**

The Employer and the Instructor have read and understood the entirety of this Employment Contract. No other verbal agreement, statement or promise made on or before the effective date of this contract will be binding on either party. Any changes made must be in writing and signed by both parties to be included in this contract. Any changes made to this contract, whether verbal or other, without the knowledge and written consent of both parties are to be considered invalid, and as such will not part of this contract.

**16. Transfer of this Contract**

Under no circumstances will the Employer exchange, give, sell, or transfer this contract, or the services of the Instructor, to another party or Employer without the written consent of the Instructor.

*We hereby confirm that we have read and understood the terms and conditions of this contract and agree to be bound by them.*



Signature (The Employer) Signature (The Instructor)

TNEnglish Institute

Full Name Full Name

410-91-78455

Korean Identity Card No. Passport Number

Date Date