

**CHILDU EMPLOYMENT AGREEMENT**

This EMPLOYMENT AGREEMENT has been made this April 19th\_\_,2011 between ChildU, being represented by  **ChuldU Chidren’s English**  established under the laws of South Korea (hereinafter referred to as the “Employer”) and  **Keaton Turner**  , a citizen of USA , whose passport number is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Teacher”) under the terms and conditions set forth below.

Both parties agree on the following terms and conditions:

**CLAUSE 1 (APPOINTMENT)**

1. The Employer agrees to employ the Teacher during the period stipulated herein.
2. The Teacher agrees to accept the employment and will work in his/her full capacity for the school.

**CLAUSE 2 (PERIOD OF EMPLOYMENT)**

1. The Instructor will be employed by the Institute from the following dates.

From: , 2011

To: , 2012

 The period of employment under this contract will last for one calendar year from the date of the Instructor’s first day of work for the School, unless other written contractual agreements have been entered into to amend this time period.

1. The Teacher agrees to discontinue his/her residence in Korea under the visa status arranged and sponsored by the Employer within five days of the termination of this contract.

**CLAUSE 3 (THE EMPLOYER’S RESPONSIBILITIES)**

1. The Employer and Teacher are equal individuals working together to provide quality English instruction under the terms stated in this contract.
2. The Employer will honor the terms and conditions of employment for the Teacher as stated within this contract.
3. The Employer will guarantee the teacher a monthly salary of Mil K won in consideration of the Teacher’s teaching hours.

**CLAUSE 4 (THE TEACHER’S RESPONSIBILITIES AND DUTIES)**

1. During the terms of this Agreement, the Teacher must cooperate and comply with the instructions and disciplines of the school. He/she must carry out assignments as directed by the Employer. The Supervisor will be responsible for establishing and communicating the Standards of Performance as related to the duties stated in this contract.
2. The Teacher must have adequately prepared for the classes in advance.
3. The Teacher’s work will include the following:
4. Teaching for English language (target students’ ages: 5 to 13)
5. Development of educational programs and materials
6. Curriculum design and implementation
7. Indoor and outdoor classroom activities for/with students
8. Grading and assessment of students
9. Student counseling or evaluation
10. Attending Teachers’ meetings, sports day, graduation ceremony, Teachers’ education, workshops and parents’ meetings
11. Other related activities

**CLAUSE 5 (SALARY AND OVERTIME RATE)**

1. The Employer agrees to pay the Teacher a monthly salary of Mil K won for 120 teaching hours (1 teaching hour = 60 minutes) per month and preparation for classes.
2. The payment of the salary is to be made on the 10th of the following month.
3. Each teaching hour exceeding the 120 teaching hours a month is considered overtime. The payment for overtime will be 20,000 won per each teaching hour (1 teaching hour = 60 minutes). Attendance at scheduled staff meetings and workshops is mandatory and is not considered overtime.
4. All Teachers should have at least one hour per day of unpaid class preparation time.

**CLAUSE 6 (WORKING HOURS)**

1. During the term of this Agreement, the Teacher should work in cooperation with the Supervisor from Monday through Friday.

10AM to 7:00PM Mon, Wed, Fri / 10AM to 6:00PM Tue, Thu

1. The Employer cannot guarantee the Teacher’s requested teaching schedule.
2. The Teacher agrees to teach upon 120 teaching hours a month.
3. The employee must arrive at work 30 minutes before the start of the day.

**CLAUSE 7 (TAXES)**

Korean income tax will be deducted from the salary according to the Korean tax law (currently 3.3%)

**CLAUSE 8 (TRANSPORTATION)**

1. Round trip economy airfare is provided with the one-year contract from the Teacher’s nearest international airport to an international airport in Korean and transportation from the airport to the Teacher’s residence in Korea. Upon completion of this contract, the Employer will pay for her/his return ticket to an international airport nearest the Teacher’s origin.
2. If the Teacher leaves the school prior to completing this contract for any reason, the Teacher must reimburse the school the cost of the ticket paid by the school, or the school may deduct the equivalent amount from the Teacher’s last month’s pay.

**CLAUSE 9 (MEDICAL INSURANCE)**

The insurance 50% will be paid monthly by the Employer.

**CLAUSE 10 (VACATION & HOLIDAYS)**

All Korean holidays with 5 days of summer holidays and 5 days of winter holidays (7 calendar days including national holidays and weekend) will be organized by the Institute.

**CLAUSE 11 (SICK DAYS)**

1. The instructor shall not be absent without notice in any case. Being absent without notice will constitute a valid reason for the institute to dismiss the instructor at any time during the contract period.
2. Being late for classes three times a month will be regarded as one absence without notice.
3. Teachers should present a doctor’s note when absent due to sickness.
4. In the event that Teachers who have used the allotted three sick days require further absences from classes for any reason (excluding emergency leave), 20,000 won per forty minute class shall be deducted from their salary.

**CLAUSE 12 (ACCOMMODATION)**

1. The school will provide the teacher a single furnished accommodation..
2. Employee agrees to the holding from salary payments of a security deposit to cover possible unpaid monthly service charges, utility charges, and telephone charges; or to cover repayments for employee’s default on contract agreements. Such deposit mounting to 450,000 K won will be deducted in three installments from employee’s salary in the first 3 months of employment with employer. You will only receive your full security deposit of 450,000 K won depending on your completion of a written list of things needed to be taken care of before you leave. If you do not complete any of these tasks, employer will hold the full amount of the security deposit until all outstanding monthly service charges, utility charges, and telephone charges have been paid in full. In the event that employer makes payments covering monthly service charges, utility charges, and telephone charges on behalf of employee, the amount of such payments will be deducted from the security deposit and the remainder of the security deposit returned to employee. Employer agrees that payment of the remaining amount of the security deposit will be made to employee after all outstanding monthly service charges, utility charges, and telephone charges have been paid in full.

**CLAUSE 13 (SEVERANCE PAYMENT)**

Upon completion of this one-year contract, the Teacher will receive one-month salary of Mil K won as a severance payment in accordance with Korean Labor Laws. This payment will be made at the time of completion of the contract period.

**CLAUSE 14 (DISMISSAL OR VOLUNTARY RESIGNATION)**

1. The Employer reserves the right to dismiss the Teacher from employment for the following causes:
2. Neglect or inability to perform his/her duties stipulated in this agreement
3. Frequent absences from work
4. Receiving two warning letters
5. Criminal behavior or misconduct
6. Teaching any private classes outside of CHILDU
7. In the event the Teacher resigns from employment, he/she can do so by giving forty (40) working days notice to the Employer.
8. In either case of dismissal or resignation before completing twelve (12) months period of the contract term, the Teacher must reimburse the Employer the cost of the ticket to Korea.
9. In case of either dismissal or resignation before completing the contract term, the Teacher will NOT receive one-month salary of Mil K won as a severance payment in accordance with Korean Labor Laws.

**CLAUSE 15 (GOVERNING LAW & JURISDICTION)**

1. This Agreement is governed by the laws of the Republic of Korea.
2. 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 the incorporated into this Agreement.

In witness thereof, we have affixed our signatures hereon.

 **Employer Teacher**

 **Date Date**