

FEINSCHULE ENGLISH INSTITUTE EMPLOYMENT AGREEMENT

www.feinschule.co.kr

The institute (NAJU FEINSCHULE ENGLISH INSTITUTE) at 42-7 GeumSung-dong, Naju city, JeollaNamdo, South Korea wishes to engage the service of the Instructor (William Nicholas Rai citizen of America), as an English Instructor. The two parties, in a spirit of friendly cooperation, agree to sign to this contract and pledge to fulfill conscientiously all the obligations stipulated in it.

1. CONTRACT PERIOD

The contract is valid for the period of one year and is effective from March 2011 until March 2012. In the case that the beginning date of the contract falls before the legal entry date (as recognized by the office of Immigration of the Republic of Korea) the one year will begin on the day of your first workday.

2. PLACE OF EMPLOYMENT

(1) The Employer shall, at his or her discretion, designate the work place. The Employer shall not engage in other jobs, including part time work or private tutoring during their employment period without the Employer's agreement.

(2) The Employee may be designated to another branch if the employer requests. The employer will provide means of transportation to the employee where traveling to a different branch is required.

3. WORK HOURS AND OVER-TIME WORK

(1) The workday of the Employee starts on Monday and ends on Friday, 120 hours per month. Daily teaching hours are 6 hours per day. However working hours is flexible in accordance with the institution's schedule and in this case both parties must mutually agree. Usually the teacher arrives at 9:30am and finishes work at 6pm.

(2) When the Employee and the Employer reach a mutual agreement about working overtime, and the Employee does so, the Employer must pay the Employee for working overtime, according to Article 6 Clause 3.

(3) The Employee shall be paid with the mentioned salary in this contract even if the Employee works less than 120 hours per month due lack of classes.

(4) The Employee must attend staff meetings, workshops and events which are not held during working hours however this will not be considered as working overtime. These will occur once a month and will be considered as workshops.

(5) Classes and teaching will be scheduled in accordance with the needs of the Employee.

4. EMPLOYEE'S DUTIES

(1) During the term of this Agreement the Employee shall accept, cooperate, and strictly comply with the instructions, supervision, training, and discipline of the Academic Director and shall carry out such assignments as directed by the Academic Director. These duties shall include ESL instruction in all phases of the program, administrative duties related to the Employee, classroom duties, administrative at scheduled staff meetings, workshops, and school-sponsored outings, and any other duties with are appropriate may be assigned by the Academic Director. The Academic Director is responsible for establishing standards of performance relative to the Employee and empowered to take necessary steps to assure that those standards are met.

(3) If the employee elects not to accept this Korean medical scheme, they have the right to purchase any other suitable insurance from either their home company or from within Korea. The Employer may ask to see proof of this.

(2) Employee will be covered by medical benefits under the Korean Medical Insurance Union, a Government Health Organization. The cost of this coverage will be borne half by Employer and half by Employee. (approximately 2.8% of salary) Payment will be made by monthly deduction from Employee's salary, at present, and a like amount contributed by Employer. If Korean medical scheme deduction is accepted, then the employer must provide the official documentation for this insurance coverage to the employee within one month.

(1) Income tax (3.3% of employer's monthly salary) will be deducted from the salary according to The Korean Law, and the employer will provided the employee the receipt of this.

6. INCOMETAX AND MEDICAL INSURANCE

(5) The employee needs to pay 4.5% to the pension office from his/her gross salary. The employer will also pay 4.5% into the employee Pension fund. Employee shall request to Korean government for collecting pension (employee will collect 100%+interests) 2 days before employee's departure. (The government will deposit into your Canada/America/Korea bank account number per your request)

(4) The tax for severance payment and salary must be paid as it is stated in the Korean Tax laws. All wages are to be paid in Korean Won to the Employee's designated Korean bank account.

(3) When the Employee completes the contract without any problems, the Employer must pay a severance payment equal to a month's salary. If the Employee does not complete the contract then this payment would not be given.

Daily rate: Monthly salary divided by workable days of the month multiplied by the actual worked days.
 Hourly rate: Daily rate divided by six

(2) If the Employee has not worked the regularly scheduled hours due to tardiness, absence and etc, the monthly salary will be calculated using a daily rate or hourly rate.

(1) The Employee shall be paid 2.2 million won per month for the regular working hours on, or before the of each month. The first salary shall be paid according to the workdays the Employee worked. The last utility fee that is not paid by Employee shall be deducted from the last salary.

5. COMPENSATION and PENSION

(5) Employee understands and agrees that at all times during the terms of this Agreement, Employee shall strictly obey all laws, regulations, provisions, instructions, and guidance from the Government of Korea or any local government or officials thereof.

(4) Employee shall not be permitted and shall not have the right to work outside of Institute.

(3) The teacher would be expected to be at school prior to the start of the first lesson and always be prompt to attend all timetabled classes during the day. The teacher is also expected to do suitable professionally organized preparation, prior to any classes, and may be requested to attend an orientation, training program, organized staff meetings, and evaluate and report students' progress.

The Employee will not receive additional compensation for these days.

(2) The Employee will be required to complete work assigned for a total time of 30 teaching hours per week (Monday to Friday). The academic director can request the employee to work up to (35 teaching hours) a week with any teach hours worked over being at an overtime rate of (20,000won) an hour. The Employee will be required to attend some special events throughout the year (Workshops, Graduation ceremony, etc.) which may fall on Saturday 5 times a year.

7. HOUSING

- (1) The following furnishings are provided: bed and sheets, wardrobe, table, chair, TV, refrigerator, laundry machine, air-conditioning, basic cooking facilities and basic cleaning tools.
- (2) Monthly utilities for electricity, water, gas, oil and Internet are the Employee's responsibility. Furthermore, all the expenses regarding her/his meals are also the Employee's responsibility.
- (3) The Employee shall be responsible for the maintenance of the apartment, furniture and equipment. Any damage is the Employee's responsibility.
- (4) Upon the completion of this contract, the overdue fee for monthly utilities for electricity, water, gas, oil and Internet shall be deducted from the last month's salary.

8. AIR FARE

- (1) The Employer will prepay the flight to Korea.
- (2) If the Employee does not complete the contract then the Employer will not pay for the airfare back to their home country.
- (3) The Employer will pay for an economy class ticket back to the Employee's home country upon completion of contract.
- (4) If the Employee does not complete the contract, Institute shall have no duty and shall not be obligated to pay the cost of return transportation to the point of hire for Employee.

(5) DRESS CODE

Teachers at all institutes are expected to dress in a tidy and well-presented manner while teaching and while on the Institute premises. Ripped blue jeans, shorts, sandals are not considered appropriate dress. All clothes worn are to be clean and neatly pressed. Koreans generally dress conservatively.

9. PAID VACATION AND PAID SICK LEAVE

- (1) The paid vacation shall be 10 days in accordance to the Employer's annual schedule, only after the initial 3 months. National Holidays, Saturdays and Sundays shall not be included in the paid vacation.
- (2) The Employee will be paid for all national holidays and not be expected to work during these days.
- (3) With the exception of entitled paid vacation and sick leave, in the case that the Employee is absent, the Employee's monthly salary will be deducted.
- (4) The employee is entitled to 2 days paid sick leave.

10. RENEWAL OF CONTRACT

- (1) The Employee must give the Employer a 60-day notice in writing before renewal or non-renewal of the Employee's current contract.

(2) Both the Employer and the Employee reserve the option to renew the contract.

11. TERMINATION OF CONTRACT

(1) Both parties will give at least 60-day notice in writing prior to the termination date of the contract and the Employer retains the right to terminate the contract immediately if:

-The Employee is unable to discharge the responsibilities or meet the conditions such as being late for class on a continuous basis;

Continuous failure to keep regularly scheduled class hours and repeated absences from classes without a valid reason.

-The Employee reaches off the Employer's property.

-The Employee uses illegal drugs or is intoxicated during work hours.

-The Employee participates in any type of criminal activity that corrupts public moral which violates the laws of the Republic of South Korea.

(2) The Employer shall terminate this contract in the event the Employer assaults the Employee in a verbal, physical, and/or mental way.

(3) If the Employee does not complete the contract, a period of 60 days notice must be given (in writing) and all outstanding debts, such as the repayment of the airfare and travel costs paid to the employee to come to Korea, (or to travel to Japan) house utility costs, relocation costs, visa issuance and courier costs, and recruitment cost for the replacement teacher, must be paid back to the school prior to departure.

12. MODIFICATION OF CONTRACT

(1) In case there are any changes and/or modifications to the contract, both parties must give 30 days prior written notice after mutual agreement between both parties.

(2) Any changes and/or modifications 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 are not part of this contract.

13. VENUE FOR DISPUTES BETWEEN EMPLOYER AND EMPLOYEE

The appropriate laws of the Republic of Korea will govern this contract. However, while both parties enter into this agreement with total honesty and integrity, disputes may sometimes occur. In such cases, both parties will be bound by all terms and conditions of this contract and will try to resolve the difference in a civil manner that is fair to both parties. In the event that no solution can be found for a problem and either party decides to terminate this contract, they must do so in accordance with EMPLOYMENT CONTRACT herein. Upon such termination, both parties will agree to remain civil and to speak honestly and fairly about their experiences and not in a disrespectful manner.

14. TRANSFERAL OF CONTRACT

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

15. LANGUAGE OF CONTRACT

The Language of this contract is written in English. For the convenience of the Employer, this contract may be translated into Korean upon request and prior to the signing of these documents. In event of a dispute, the English version of this contract will prevail.

16. MISCELLANEOUS PROVISIONS

(1) The Employer and the Employee agree that they have read the entirety of this EMPLOYMENT CONTRACT and no other verbal agreement or promise made on or before the effective date of this contract will be binding on the parties.

(2) The Employer and the Employee will act in good faith toward each other. The Employer will not dismiss the Employee without reasons that are reasonably considered as a good cause and the Employee will do their utmost to satisfactorily fulfill all the responsibilities and meet all the conditions as described in the above agreement.

(3) This contract is in duplicate on the date stated at the end of this contract. The Employer retains one copy and the Employer retains two copies.

The following Employment Agreement is made between the following two parties.

Eun Suk, Back
Employer
March 4th, 2011
Date

William Nicholas Rai
Teacher
William Nicholas Rai
3-7-11
Date
March 4th, 2011