EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT has been made on 11th November, 2009 and between BIG APPLE ACADEMY(hereinafter referred to as the “Employer”) and Kyle Humphrey, a citizen of USA, passport no (hereinafter referred to as the “Teacher”). The teacher is hereby hired by the Employer and both parties agree to the following terms and conditions:

1. PERIOD OF EMPLOYMENT(계약기간)
2. The total term of employment is one year from 14th December 2009 – 14th December 2010, commencing on the date of teacher’s first working day in Korea and finishing on the last teaching day of the teacher’s twelfth teaching session.
3. The terms of this agreement include preparatory period, twelve (12) full and consecutive teaching sessions, and all scheduled vacations and holidays that fall between or during these teaching sessions.
4. CONDITIONS OF EMPLOYMENT(계약조건)

The teacher’s duties shall consist primarily of the followings:

1. EFL instruction in any and all phases of the institute’s program to classes that range from the elementary school to middle school.
2. Curriculum design and implementation
3. Out-of-classroom activities for/with students
4. Grading and evaluation of students
5. Attendance at teacher’s meetings and workshops
6. Other work related activities
7. DUTIES OF TEACHERS(강사의 의무)
8. During the term of this Agreement, the teacher shall cooperate, and comply with the instructions, training and supervision of the Employer’s Academic Supervisor, which include the instructional program, classroom related duties, attendance at scheduled staff meetings and workshops, and any additional duties assigned by the Academic Supervisor. The Academic Supervisor is responsible for establishing and communicating the Standards of Performance as related to the above mentioned duties.
9. If the teacher fails to appear for any class (even if he/she has given notice), the Employer will judge the situation and the teacher will follow the decision.
10. SALARY & OVERTIME (급여 및 초과수당)

A monthly salary of 2.1 million won will be guaranteed for teaching 120 hours ( 1 hour is equivalent to 50 minutes’ teaching) per monthly session. Each teaching hour in excess of 120 working hours is considered overtime. The overtime pay will be 18,000 won per teaching hour (50 minutes). Attendance at scheduled staff meetings, workshops and events (which is mandatory) will not be considered overtime.

1. WORKING HOURS(근무시간)

During the term of the agreement, the teacher is required to work from 2 o’clock PM to 10 o’clock PM from Monday through Friday. Working schedule may vary during public school vacation.

1. TAX(세금)

Income tax and retirement tax will be observed from the salary according to the Korean tax law (3.3%).

1. TRANSPORTATION(항공료)

The Employer shall pay for or reimburse the airfare to Korea for the teacher. When the teacher completes his/her contractual obligations, the Academy will provide the teacher with a one-way return ticket. In the event that the teacher willfully leaves the Academy before his/her contract is completed, the Academy will not be responsible for the return airfare. If the teacher willfully leaves the school prior to the sixth(6) month of his/her contract, the teacher must pay back the amount for pay back the amount for the initial airfare. If the teacher does not pay back the amount of the initial airfare, it will be taken from the teacher’s last paycheck.

1. ORIENTATION PERIOS(오리엔테이션 기간)

After arriving in Korea, teachers may be allowed a few days for adjustment and school preparation before beginning regular teaching duties. The orientation period will be spent in the institute preparing for classes and learning the instructional system.

1. VACATION & HOLIDAYS(공휴일 및 휴가)

The teacher will observe vacations and holidays by the school schedule. All Korean National holidays shall be observed. In addition, there are 10 working day vacations which are determined by the school during this contractual period.

1. HOUSING(주거)

The school shall provide furnished private living accommodations. Furnishings provided by the school include: a blanket, a pillow, a microwave oven, a bed, a stove, a refrigerator and a washing machine. Selection of apartments will be made by the Employer. The cost of monthly services and utility charges for the accommodation provided will be paid for by the teacher. In case of a shared apartment, costs will be shared by both teachers. The teacher should pay for all the expenses for the maintenance of the accommodation.

1. MIDICAL INSURANCE(의료보험)

The school agrees to provide medical insurance for the teacher through the Korean national medical insurance. The school agrees to pay fifty percent (50%) of the monthly premium and the teacher is responsible for the other fifty percent (50%). The teacher’s portion of the monthly premium will be deducted from the teacher’s salary each month.

1. PENSION(국민연금)

The teacher will be covered by the national pension system. The school agrees to pay fifty percent (50%) of the monthly premium and the teacher is responsible for the other fifty percent (50%). The teacher’s portion of the monthly premium will be deducted from the teacher’s salary each month.

1. SEVERANCE PAYMENT(퇴직금)

Upon the completion of this contract, the teacher will receive an extra one month’s salary of 2.1 million won as severance pay in accordance with Korean Labor Law. This payment will be made at the time of the completion of the contract period.

1. DISMISSAL OR VOLUNTARY RESIGNATION(해고 및 사직)
2. The Employer will have the right to dismiss the teacher should the teacher neglect his/her duties under this Agreement, including, but not limited to, frequent absences from the Place of Employment without the approval of the Academic Supervisor, receiving two letters of reprimand, or any reason which manifests the inability to perform the duties stated under this Agreement.
3. Criminal or other conducts that have been clearly substantiated inside or outside the Place of Employment, and that would, in the opinion of the Academic Supervisor and the Employer, be cause for immediate dismissal, will result in dismissal with no warning nor time for remedy being allotted.
4. In addition, the teacher will be dismissed should the teacher seriously jeopardize any student or staff member, or the reputation of the Employer according to the school rules.
5. In case of dismissal or voluntary resignation, the Employer will not provide a return ticket nor severance payment to the teacher. In addition, the teacher who is dismissed before six (6) months must pay back the initial airfare. If the teacher cannot pay back the amount for the initial airfare, the school may deduct the amount from the teacher’s last paycheck.
6. Teachers will not be allowed to teach private lessons outside of the place of employment without permission of the Employer. Such action is grounds for immediate dismissal. In this case, the Employer will not pay for the teacher’s return ticket nor his/her severance payment.
7. RECRUITMENT FEE

The teacher or the Employer may terminate this Agreement by providing forty five (45) days advance notice in writing. In order to protect the continuity of education for the students of the school, both parties will faithfully fulfill all of their duties under this Agreement until its actual termination. In the event that the Teacher terminates this Agreement prior to the End Date, the amount the Employer paid for the recruiting will be held from the Teacher’s salary to subsidize the recruiting cost for a replacement instructor on the part of the School. Recruitment fee to be paid back will be divided by twelve and will be deducted according to the months worked.

1. GOVERNMENT LAW & JURISDICTION(준거법)

This Agreement will be governed by the appropriate laws of the Republic of Korea.

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

Employer’s name Teacher’s name

Signature Signature

Date Date