

## EMPLOYMENT AGREEMENT FOR TEACHER

**Employer:** Smile English School, LLC

School Location: Moscow, Russia	
Legal Address: 117461, Moscow, Kakhovka str., bld. 30, sp.1, room 13	
Tel: +7 (495) 278-08-79, +7 (812) 670-07-50	e-mail: <a href="mailto:hello@smileenglish.ru">hello@smileenglish.ru</a>

**Hiring Director:** Oleg Bakhmisov

Tel: +7 (925) 855-59-31	e-mail: <a href="mailto:oleg@smileenglish.ru">oleg@smileenglish.ru</a>
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**Supervisor:** Olga Daletskaya

Tel: +7 (916) 949-55-93	e-mail: <a href="mailto:olga.daletskaya@smileenglish.ru">olga.daletskaya@smileenglish.ru</a>
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**Teacher:**

Full name:	Citizenship:
Email:	
Tel:	
Permanent Address:	
Shipping Address:	

Employment Agreement (contract) duration: from *DD/MM/YY* to *DD/MM/YY*. This contract has been made on *DD/MM/YY* between the above-mentioned Employer (School), and the above-mentioned Teacher under the terms and conditions set forth below

Both parties agree to the following terms and conditions:

### CLAUSE 1 (Appointment)

- a. The Employer agrees to employ the Teacher during the period stipulated herein
- b. The Teacher agrees to accept employment and will work in his/her full capacity for the School

### CLAUSE 2 (Employer's responsibilities)

- a. The Employer is required to provide support for the Teacher in his/her full capacity, working together to provide quality English instruction under the terms stated in this contract.
- b. The Employer will honor the terms and conditions of employment, as stated within this contract
- c. The Employer guarantees the Teacher a salary in consideration of the teaching and office hours and proper preparation for the classes.
- d. The Employer guarantees to provide an invitation for a working visa process
- e. The Employer will ensure the employee receives an induction program before commencing teaching. For these purposes, teachers must arrive in advance and attend training sessions before the start of the teaching year

- f. For newly hired teachers, the induction program is a non-paid training week and takes place the first week of the contract. In case the Teacher is ill or under performs, the non-paid training week can be continued for up to two weeks. Accordingly, first-month payment is reduced with the duration of the initial training period.
- g. Training sessions in the first month can be conducted during Teacher off-days

### **CLAUSE 3 (Teacher's responsibilities and duties)**

- a. During the terms of this Agreement, the Teacher must cooperate and comply with the instructions and disciplines of the School. Assisting the „Supervisor“ he/she must carry out assignments as directed by the Employer. The „Supervisor“ will be responsible for establishing and communicating the „Standards of Performance“ (Clause 3) as related to the duties stated in this contract
- b. The Teacher must be adequately prepared for the classes in advance, preparing a detailed lesson plan for every class
- c. At all times during the term of this contract, Teacher's must maintain a clean and neat appearance. While suits and ties are not mandatory, a professional appearance is desirable. (no t-shirts, shorts, holes in clothing, visible piercing(s), etc.)
- d. The Teacher's work will include, but shall not be limited to the following:
  - 1. Teaching English to students (Target students' ages: 1 to 50+)
  - 2. Curriculum design and implementation
  - 3. Indoor/outdoor classroom activities for/with students
  - 4. Level testing, grading, evaluation, and assessment of students
  - 5. Providing students with individualized care
  - 6. Attending teacher's meetings, training, and workshops
- e. The Teacher must submit lesson plans and student progress reports according to the recommendations of a Supervisor, in order to monitor student growth and preferred learning style.
- f. The Teacher agrees to share with the Employer rights to use lesson plans, curriculums and other intellectual property created by the Teacher during this Employment agreement
- g. The Teacher must participate in training held by the School
- h. The Teacher must conduct students' knowledge tests each three months according to the recommendations of a Supervisor
- i. The Teacher must refrain from disclosing information about the job and proprietary information of the Employer; refrain from tutor classes with students enrolled in the School
- j. The Teacher must refrain from working for other companies or as consultant providing English training
- k. The Teacher should refrain from arranging the substitution or rearranging the schedule without prior notification or approval of the Supervisor.
- l. The Teacher must notify School management in case of an inability to work due to valid reasons
- m. The Teacher must inform the Employer about his/her physical or mental disabilities that hamper teaching activities prior to acceptance of the contract
- n. The Teacher must help the Employer administration in organizing and developing marketing events.
- o. The Teacher must conduct oral placement tests with potential students and keep them within the time limits assigned for one student (5 to 15 minutes)
- p. The Teacher should be willing to substitute peer teacher at the request of the Supervisor.
- q. The Teacher should fill in various types of reports required by the Supervisor in order to find new possibilities for increasing the quality of educational services.
- r. The Teacher must submit to the Employer their passport, visa, immigration card, one photograph format 3x4 cm matted, university degree, academic transcript, results for HIV test, CRB check and other documents required for employment within 3 working days after arrival.

#### **CLAUSE 4 (Teaching and office hours)**

- a. During the term of this Agreement, the Teacher agrees to teach **120** academic hours per month called hereafter "teaching hours" and dedicate **40** academic hours per month called hereafter "office hours" for lesson plans preparation and staff meetings.
- b. For the avoidance of doubt a „teaching hour" is 45 minutes of classroom teaching and an "office hour" is 45 minutes of work including class preparation, staff meetings, and training.
- c. If a teacher provides a training to colleagues, this time is considered as teaching hours.
- d. The teacher will receive overtime pay in accordance with clause 6 below for additional teaching hours.
- e. Classes could be conducted any day of the week, but at least two days off for a Teacher are provided during a week.
- f. Class time does not include transportation and preparation time. Class starts from the time the teacher starts giving educational activities to the student.
- g. Produced hours will be calculated at the end of the calendar month. Overtime hours are also calculated at the end of the month.

#### **CLAUSE 5 (Salary and overtime rates)**

- a. The Employer agrees to pay the Teacher a salary of **XX.XXXX** rubles with possible adjustments according to Clauses 5, 6, 7, 10, 11.
- b. If the Employer is unable to provide the Teacher with the number of teaching hours per month, stipulated in Clause 6a, the Employer is still bound to pay the Teacher's salary with an exception of January and May due to long public holidays in Russia.
- c. In May and January, Teacher's salary is calculated as a proportion to the number of teaching hours with a minimum of 80% of salary, stipulated in Clause 5a.
- d. Each teaching hour exceeding the number of teaching hours per month, stipulated in Clause 6a, will be considered as overtime. Overtime payment is **X.XXX** rubles per one teaching hour.
- e. The Teacher should accept up to 4 additional hours per week at Employer's request to set optimal schedule for the student
- f. All salaries and payments mentioned above are after taxes.
- g. Attendance at scheduled staff meetings and workshops, along with preparation for classes is mandatory and not considered as overtime.
- h. The Employer has the right to review and increase the salary of the Employee considering Employee's performance rating and length of consecutive service of Employee.

#### **CLAUSE 6 (Transportation)**

- a. The Employer agrees to reimburse the cost of a single airplane ticket to Moscow with a limit of 35.000 rubles. The Employer will pay the Teacher the airplane ticket cost in equal parts within 6 months after the initial 3-month working period in the company. This allowance will be paid with the monthly salary.
- b. If the Teacher leaves the School prior to completing 6 months for any reason as agreed in this contract, the Teacher must reimburse the Employer the cost of the airfare paid by the Employer or the School may deduct the equivalent amount from the Teacher's last month's pay.
- c. The Employer reimburses the cost of a public transport for work commutes.

#### **CLAUSE 7 (Medical insurance and sick leaves)**

- a. Medical insurance has to be paid by the teacher in his/her country to get a visa to Russia.
- b. The Employer provides additional medical insurance, which includes emergency hospital admission and outpatient health care, for the duration of Employment Agreement.

Additional cost of treatment or medical service that insurance does not cover by is paid by the teacher

- c. The daily rate of sickness allowance is a sum equivalent to three-fifths of the average daily wages if the employee has accumulated a sufficient number of paid sickness days.
- d. Paid sickness days are accumulated at the rate of two paid sickness days for each completed month of the Teacher's employment.
- e. The sick leave must be supported by an appropriate medical certificate
- f. The Teacher shall not be entitled to sickness allowance if the Teacher, without reasonable excuse, refuses treatment by a registered hospital.

#### **CLAUSE 8 (Vacation and holidays)**

- a. The Teacher is entitled to 10 vacation days during this agreement. The Teacher shall take 5 vacation days during the spring season from May 1 until May 10 and the other 5 days during the winter season from January 1 until January 10.
- b. The Employer reserves the right to give the Teacher an unpaid vacation of up to 30 days during the low season. Low season is from June 15 until August 31.
- c. The Teacher agrees to submit a holiday request to the director/supervisor one month in advance of his/her proposed vacation.
- d. The Employer reserves the right to refuse the Teacher's holiday request, however, in refusing such a request the Employer agrees to give reasons for the refusal and negotiate in good faith to come to a suitable arrangement as to when the holiday can be taken.

#### **CLAUSE 9 (Accommodation)**

- a. The Employer provides / ~~(won't provide)~~ the Teacher with accommodation.
- b. As an accommodation, the Employer provides a room in a flat (max. 3 rooms) in Moscow or Moscow region.
- c. During the initial training period, the Employer can provide a shared accommodation in the hostel/hotel (max. 2 people in the room).
- d. Accommodation provided by the School does not include room service, wi-fi, electricity bills, maintenance of the apartment.

#### **CLAUSE 10 (Fines, dismissal or voluntarily resignation)**

- a. If the teacher does not fulfill the contract and does not go to work during the hours agreed with the schedule, he /she will be fined a minimum of 5.000 up to a maximum of 10.000 rubles at the employer's discretion, depending on the damage.
- b. In the event the Teacher resigns from employment, he/she can do so giving two months' notice to the Employer. If the teacher decides to change the Employer before the expiry date of the contract without giving a 2-month advance notice, he will be charged the amount of one-month Teacher salary to compensate recruitment and visa procedures.
- c. If the Teacher is sick and cannot go to work, he/she is obliged to inform the School the day before. If the Teacher does not inform the School the day before, he/she will be charged the sum of 10000 rubles for each missed day.
- d. The Teacher should provide a medical certificate as evidence of ill health.
- e. If the Teacher does not provide any formal approval of illness, the Employer will reduce the salary of the teacher proportionally to the number of missed teaching hours.
- f. The Employer reserves the right to dismiss the Teacher from employment for the following causes:
  - 1. Neglect or inability to perform his/her duties stipulated in this agreement.
  - 2. Absence from work.
  - 3. Late attendance without reasonable excuses.
  - 4. Receiving two customer refusals due to Teacher's inability to maintain standards of teaching English language.

5. Failure to fulfill one's duties or damaging the business operation of the School due to reasons of the Teacher's interests in employment elsewhere.
  6. Obnoxious behavior towards other teachers or administration staff.
  7. Attending School whilst under the influence of alcohol and/or illegal substances
  8. Criminal behavior or misconduct according to Russian Law.
- g. Disciplinary procedures for dismissal include:
1. Formal oral warning.
  2. First written warning.
  3. Final written dismissal.
- h. The Employer agrees to give the employee the courtesy of two weeks' notice in the event of dismissal. However, in the case of a Teacher's criminal behavior, misconduct, or with any discretion thereof, he/she will be dismissed from employment immediately, without warning or notice. Overall, the Employer reserves the right to dismiss an employee at any time.
- i. In the event of dismissal or voluntary resignation of the Teacher for any reason, the Employer shall terminate the visa sponsorship as a guarantor of the Teacher. The Teacher acknowledges the Employer's sponsorship for this visa status lasts only for the period of the Teacher's employment.

### **CLAUSE 11 (Bonuses)**

- a. A bonus of XXXX rubles is paid for full class attendance during a month.
- b. A bonus of XXXX rubles is paid for timely updating and uploading lesson plans and student progress reports.

### **CLAUSE 12 (Governing law and jurisdiction)**

- a. This Agreement is governed by the laws of Russia and any breach of this contract, of any form, may result in prosecution through the legal system in Russia.
- b. 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 incorporated into this agreement.

In witness thereof, we have affixed our signatures hereon.

Employer, Smile English School, LLC  
Hiring Director

Teacher

\_\_\_\_\_ Oleg Bakhmisov  
(signature)

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(signature)