**Romp n’ Roll**

**Employment Contract**



**EMPLOYMENT CONTRACT**

This employment contract is made between

**Romp n’ Roll Center:**

Romp n’ roll Paju Center, 2nd floor Daehung Plaza, WaDong Dong 1301-3, Paju Shi, Gyunggido, Korea

Hereafter referred to as the “School” and

**Name of Instructor:**

**Nationality: UNITED STATES**

**Date of Birth:**

**Passport Number:**

**Employment Status: Full-time**

**Address:**

**TERMS AND CONDITIONS**

**1. The Responsibilities of the Instructor:**

(1) The Instructor is to provide quality education of his/her specialized language by offering the students his/her expertise and competence. In order to carry this out, the instructor must develop his/her effective teaching methods under the guidance of the Director, manage the students assigned to his/her course of instruction, and make the utmost efforts to maintain positive rapport between School and the students.

(2) The Instructor is to follow School’s decision on the number of hours to teach per

month (not to exceed 160 hours; over than will be at overtime pay), class schedule,

classrooms, and the course of instruction.

(3) The Instructor is required to attend four training workshops throughout the year, which will be scheduled on Saturdays at our Headquarters. Additionally, the Instructor must attend any mandatory government sponsored seminars.

(4) The Instructor is to be present at School before the scheduled class hours (working hours) to teach and prepare for language training materials related to the instruction. The instructor must be in his/her classroom 30 minutes before the class-hour.

(5) The Instructor is responsible for preparing teaching materials, using the curriculum, Romp n’ Roll materials, and supplementary materials approved by School. In addition, the Instructor is to participate in the activities directly related to teaching such as cleaning and preparing the gym and art rooms, picnics, field trips and level testing as scheduled by the school.

(6)The Instructor is responsible for grading and evaluation of students at the end of each term for some classes.

**2. Place of Employment:**

The Instructor will work for the School at the following address:

**Romp n’ Roll**

Romp n’ roll Paju Center, 2nd floor Daehung Plaza, WaDong Dong 1301-3, Paju Shi, Gyunggido, Korea

**3. The period of Employment and Limitation:**

Pending the issuance of an E-2 visa from Korean Immigration, the Instructor will work for the School for a period not exceeding one year in accordance with the E2 visa.

(1) The period of employment under this contract is from

beginning

and ending in the Republic of Korea.

(2) The Instructor shall not teach at any other language institute, or be engaged in any other form of employment except with **a)** written approval from the Korean Immigration and **b)** approval from School. When the Instructor is found to be in violation, School may terminate this contract with the Instructor regardless of the

period of employment stated above.

**4. Assigned Course and Salary:**

(1) Assigned Course: Gym, Art, Music, English and Math

(2) Monthly Salary: **2,100,000 KRW**

(3) During the term of this agreement, the teacher is required to prepare for, teach and carry out all required administrative duties connected with classes assigned by the employer. The minimum total teaching time is 40 hours a week. Teaching days are Monday through Friday (or Tuesday through Saturday) except for scheduled vacation days. The School’s schedule will depend on class demand, if Saturday classes are being held, the instructors at each school will alternate M-F or T-S work schedules each session.

(4) The School guarantees the Instructor the monthly salary as stated above, and the Instructor agrees to be available to teach all class hours offered by School. If the Instructor cannot teach the required class hours due to his/her unavailability, the monthly salary guarantee will not apply, and it may be cause for termination of the contract.

(5) Overtime over and above the required **40** hours per week will be paid at **20,000 WON** per hour. Only teaching hours in excess of 40 hours per week and only those approved by the Academic Supervisor / Director are considered as overtime. Overtime will not include workshops, teachers training sessions or any other events scheduled by the School as stated in Article 1 (2).

**5. The Payment of Salary:**

(1) The initial pay scale of the Instructor is decided by School on the basis of the

Instructor’s educational background and experience.

(2) The Instructor is paid on the 10th of each and every month without delay. When the payday coincides with a national holiday, the payment will be made on the first working day after the 10th. This also applies if the 10th falls on a weekend, it will be made on the following Monday.

(3) If the Instructor leaves the School and is subsequently rehired at a later date, the Instructor will be able to retain his/her pay-scale grade at the time of leaving if he/she had taught full-time at School for a minimum of 12 consecutive months.

(4) Income taxes will be deducted in accordance with Korean Tax Laws.

(5) If the Instructor is absent from his/her class without a notice, 1.5 times of the class hour payment is deducted.

**6. Severance Pay**

Upon completion of this contract, the Instructor will receive one month’s salary as a severance pay, calculated in accordance with Korean Labor Laws. If the Instructor has worked more than a year, the severance pay is calculated as the month’s salary times the number of years of employment. If the instructor terminates the contract prematurely, no severance benefits will apply.

**7. Orientation and Training:**

Shortly after arrival in Korea, Instructor will be required to undertake orientation and training before commencing to teach. The period of training and orientation will usually **be two to three weeks**. Instructor will receive payment of **11,000 KRW** per hour of training and orientation.

**8. Transportation:**

(1) The School will provide 1.2 million Korean won as an entrance and exit allowance for their flights to and from Korea. This will be paid to the Instructor within 1 month (31 days) of arrival and departure.

(2) If the Instructor leaves the School before his/her contract period ends, the School will not pay for his/her return ticket.

(3) If the Instructor leaves the school prior to completing six (6) months period of this contract for any reason, the Instructor must reimburse the School the cost of the ticket paid by the School or the School may deduct the equivalent amount from the Instructor’s last month’s pay.

**9. Tax deduction**

The School will automatically deduct about **9% ( which can be changed by Korean Tax Laws )** tax per month, included income tax, resident tax, national pension-plan, national health insurance. The Instructor doesn’t have to file a tax return in Korea. The Instructor can get his/her national pension back at the completion of contract.

The School will provide proof of payment (on behalf of the Instructor) towards income tax, resident tax, national health insurance, and the national pension plan upon request at any time.

(Details of Instructor’s Monthly Deduction)

|  |  |
| --- | --- |
| **Deduction List** | **Amount** |
| Health Insurance | 3% (non-refundable) |
| National Pension | 4.5 %(refundable) |
| Income tax + resident tax | 1.45%(non-refundable) |
| total | **9%** |

( \* These rates and amounts can be changed followed by Korean tax laws )

**10. Other Benefits**

(1) The school will provide half of national health insurance coverage. The remaining

half of national insurance coverage will be deducted from his/her monthly salary (see above chart).

(2) The Employee who is working at a school in a designated rural area shall be entitled

to a paid allowance of 100,000 KRW every month. (The Head Office determines designations for rural and non-rural areas individually).

**11. Housing**

The School will provide basic furnishings.

(1) The School provides either single studio housing or shared housing with separate bedrooms.

(2) The Instructor agrees to a deduction of about 300,000 KW as a security deposit for damaging events. The instructor is responsible for any damages to the accommodations as well as responsible for missing or damaged household appliances. In the case that the costs of damaged household appliances are over the deposit, Instructor agrees to pay the remainder of the damages. If no items are damaged over the course of the contract, the 300,000 KW will be refunded to the Instructor.

(3) Basic furnishings include, but are not limited to: bed, dresser, refrigerator, stove, a kitchen table with chair, and air conditioning.

(4) The Instructor is responsible for paying monthly utilities such as electricity bills, phone bills, water, and Internet and cable, etc.

**12. Dress Code**

In Korean culture, especially in education, appearance and attire is viewed directly as a reflection of an individual’s abilities and shows respect to others. The uniform includes a Romp n’ Roll shirt and black athletic bottoms that are clean, appropriate, etc.

**13. Termination of the Contract:**

(1) The School does not notify the Instructor of a renewal of the contract two months prior to the end of the employment period as stated in 3(1), this contract is automatically terminated when the contract period ends.

(2) The Instructor notifies the School in writing to terminate the contract before the contract period ends with such intention two months prior to the date of termination.

(3) The Instructor cannot fulfill the terms and conditions of the contract due to his/her own personal reasons.

(4) The Instructor is absent from classes two or more times or late for class four or more times, without a prior notice, such absence or tardiness may be cause for early termination of the contract.

(5) When the contract is terminated due to the conditions described in items (2), (3), and (4), School reserves the right to terminate the contract and to take necessary legal action for any damages incurred due to early termination of the contract. In addition, School is not responsible for severance pay. If the Instructor is a foreign citizenship holder, School will notify the Ministry of Justice the termination of employment and the sponsorship for the working visa.

(6) School reserves the right to revoke this contract if the Instructor is found to be in breach of the contract.

(7) The School notifies the Instructor in writing to terminate the contract before the contract period ends with no fulfillment of Instructor’s duties and instructions (Appendix) immediately.

**14. Handling Policy of No-Class Due To the Instructor’s Absence**

When the Instructor misses his/her classes because of unexpected illness, accidents, or other unavoidable reasons during the period of contract, he/she must notify School in writing within 2 days. A missed class without a proper notification will be considered as an absence. The Article 5 (5) and the Article 13 (4) will be applied in this case.

**15. Holidays and Vacation**

The Instructor will receive 12 working days vacation a year, to be determined by the principal. Additionally, the Instructor will receive paid time off on all national holidays (11-12 days). Any sick days used will be exchanged for vacation days.

**16. Visa**

The School will provide all the necessary documents and sponsorship to obtain a proper working visa issuance paper for the Instructor with a foreign citizenship. The Instructor is responsible for obtaining the visa prior to the beginning of contract period.

**17. Contract Renewal**

(1) The Term of Employment may be renewed by a mutual written agreement between the Employer and the Employee. Each renewed employment term is for one (1) year only.

(2) In the event a renewing Employee travels to his/her home country, the Employee shall be reimbursed up to a maximum of 2.0 million KRW for his/her round-trip airfare based on economy class airfare of the flight available from Incheon International Airport to the airport nearest to the Employee's residence within two (2) weeks upon return to Korea.

(3) In the event a renewing Employee does not travel to his/her home country, the Employee shall be given the amount of money equivalent to the round-trip airfare to the airport nearest to the Employee's residence based on the economy class rate of Korean Airline up to a maximum of 2.0 million KRW within two (2) weeks from the first date of the renewal contract.

(4) This allotment will also be used for all visa renewal expenses.

**18. Security Deposit**

The Instructor shall be responsible for any liability or damages arising from or in relation to any negligent, faulty, or illegal activity during the term of employment under this Contract. Therefore, the Instructor shall agree in written form to provide 300,000 KRW to the school administration office either on or by the eighteenth (18) of the month for the first month of

employment. This deposit will be refunded in full to the Instructor upon completion of the contract

**17. The Appendix and the Compliance Responsibility**

The Instructor must comply with the instructions and duties in the **Appendix**, which is an adjunct to this contract. The Instructor should make every effort to improve his/her teaching skills in language training and maintain a standard of Korean schoolteachers. In the event the Instructor damages the reputation of the School because of a gross misconduct or any violation of Korean Laws, he/she will be deprived of the qualification of an Instructor. Any misconduct or violation of Korean Laws shall be grounds for early termination of this contract.

**18. The Validity of the Contract**

Both School and the Instructor have read and understood all the terms and conditions of this contract which binds upon all parties. School and the Instructor have executed this agreement on the date indicated below. Intending to be legally bound to, and in witness of, School and the Instructor have appended their signatures.

Director Instructor

Romp n Roll

Date Date

**Appendix**

**1. INSTRUCTOR’S RESPONSIBILITIES:**

The Instructor’s responsibilities include the following:

a. Teach the assigned classes

b. Follow the advice and direction of the Principal and Academic Director c. Develop supplemental materials as necessary

d. Instructors must be prepared prior to class time

e. Assigned classes may and can be changed without a notice. The Employee is required to teach all classes.

f. Attendance at instructors meetings, workshops, and parents meetings is obligatory.

g. Attend workshops or events as scheduled in the annual calendar. Some workshops may fall on a weekend.

h. Participate other teaching related duties as assigned.

i. The preparation time, students’ evaluation and staff meetings are not considered as teaching time. Teaching time is considered to be time spent instructing in the classroom.

j. The school will hold 4 training workshops annually at our headquarters. These workshops are required and will occur on a Saturday. Please note these workshops are considered as part of the Instructor’s monthly salary and the Instructor does not receive and extra pay for these events and workshops.

k. The Instructors as teacher should keep his/her students’ records such as attendance, evaluation, test forms, test results, conference meeting records, ESL classes’ program or supplements etc. The School will provide them.

**2. CONDUCT:**

a. Appearance: Modest, professional attire and hairstyles must be maintained, and garish fads must be avoided. Appropriate footwear must be worn.

b. Alcohol and Drugs: The School disapproves of the use or possession of illegal narcotics or dangerous drugs at any time. In addition, the School forbids the consumption of intoxicating beverages before or during working hours, as they have an adverse effect on classroom teaching. It is the official policy that no alcohol be used in any manner within the School.

c. Sexual Behavior: Any sexual harassment of students, faculty, staff or overtly sexual behavior may be grounds for immediate dismissal.

**3. EVALUATION OF INSTRUCTORS:**

The School’s primary goal is to provide a sound language training program in the English language for all students who attend. Thus, it is the responsibility of the School to provide a place where instructors can carry out this task competently. To enhance the quality of

instruction, the School provides lesson materials and library resources for the benefit of the instructors and the students.

The School provides the overall structure of the language program. Within this structure, creativity and experimentation are both permitted and encouraged. The School assumes that instructors are here because they like to teach and want to teach well. Therefore, evaluation of the instructor must have a positive and confirmatory role rather than a negative one.

**Purposes of Evaluation**

To improve instruction.

To provide a positive learning experience for the student and the Instructor.

To encourage Instructor experimentation and creativity in the learning process.

To provide a means through which the evaluator and Instructor will cooperatively

identify Instructor’s strengths and overcome weaknesses.

In addition, Instructor evaluation information may be used by the administration to make recommendations concerning the continued employment, the granting of continuing a contract, and the determination of a change in status.

**A Guideline for Instructor Evaluation**

There will be four instruments for formal evaluations: a self-evaluation, a class observation, and the evaluation by the Director. The class observation and evaluation will be held once a semester at least. Even though class observation seems needlessly intrusive to the classroom, and though some might think it adversely affects the behavior of the class, it is still the only direct method of gathering information about classroom behavior. Further, it is probably the only way in which an instructor can be defended from the criticisms (found or unfound) of students.

**4. DISMISSALS OR VOLUNTARY RESIGNATION:**

The School reserves the right to dismiss the Instructor for the following reasons. a. Neglect of the duties stipulated in this agreement

b. Frequent absences from work

c. Has received three warning letters

**(Warning Letter Conditions)**

A warning letter can be issued for any of the following.

Verbal abuse towards children or staff members.

Physical misconduct directed towards children or staff members.

Unexplained absences from work.

Arriving late without notice or reason.

Breaking any or the stipulations agreed to by School and Instructor in the signed contract.

d. The inability to perform the duties stipulated in this agreement. e. The Instructor engages in criminal conduct or in misconduct.