

## S.M.O.E.'s 9 Part Addenda

다음 9개항의 추가조항은 서울공립학교에 고용된 교사의 주거, 성희롱, 폭력, 마약 및 음주, 무기소지, 무단행위, 서류조작, 심신상의 건강, 법률상 의무에 관한 세부 사항을 규정한다.

The 9 part addenda addresses issues more in detail about Housing, Sexual Harassment, Violence, Drug and Alcohol, Weapons, Unauthorized Behavior, Teacher documentations, Physical and Mental Health, and Legal responsibilities of the teachers hired to represent Seoul's Public Schools.

Pursuant to accepting employment with the Seoul Metropolitan Office of Education (hereafter referred to as the S.M.O.E.) I \_\_\_\_\_ (also referred to as 'teacher') agree to the following terms and conditions. I understand that failure to comply with these regulations will entail disciplinary action as seen fit by the S.M.O.E., including but not limited to immediate dismissal.

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### 1. Accommodation

Utilities, Charges, Taxes associated with the apartments rented by the S.M.O.E. are my responsibility and I agree to pay bills on time. In principle, the occupation period of the provided apartment shall be same as the actual employment period specified in the contract. A minimum complement of furniture and appliances chosen by the S.M.O.E. shall be provided to me as part of the accommodations. In the event that the furniture and appliance allocated in the apartment or common space of the apartment is damaged, the teacher is liable for the indemnity. Teachers residing at the apartment provided shall be responsible and respectful to the needs and rights of others tenants in the building. Time-sharing, sub-letting or sharing of apartment, furniture and other appliances provided by the S.M.O.E. is prohibited. No modification or alteration of apartment design or building structure is allowed. No excessive noise or housing of hazardous substances (chemicals, explosives, etc) is allowed. Any activities that are disrespectful as a teacher are prohibited. Cleanliness of apartment must be maintained Republic of Korea rules for trash and recycling segregation/disposal policies must be

followed. Teacher assumes responsibility for guests coming onto the provided apartment. Public morals for common areas of the apartment such as stairways, elevators, parking areas, pathways, etc. must be followed. Pets allowance must be consistent with the policy of the apartment complex and local community as long as the pet does not have a negative mental or physical impact on the building or other tenants.

**2. Sexual Harassment**

Sexual harassment is defined as any unwanted or unwelcome conduct of a sexual nature or other conduct based on sex, which causes discomfort to the victim. This can include unwelcome physical, verbal or non-verbal conduct. Examples of sexual harassment may include the following but is not limited to the listed examples:

*Physical:* Touching, patting, pinching, fondling, molestation, assault, attempted rape or rape.

*Verbal:* Sexual advances, telephone calls with sexual overtones, sex related jokes or insults, enquiries about one’s personal life, whistling, comments about a person’s body.

*Non-verbal:* Leering, winking, public display of offensive or derogatory pictures.

**3. Violence**

The following abuses in each clause should not be conducted at any time.

*Physical abuse:* Includes any act that is physically abusive, intimidating, threatening or endangers the health and safety of any person. Included in this regulation are fighting, physical assault and any actions that constitute sexual abuse. Also, any form of corporal punishment toward any student at the S.M.O.E. is strictly prohibited.

*Verbal abuse:* Includes profanity, harassment, intimidation, threats or any conduct that is abusive or intimidating and threatens the health and safety of any person. This also includes the public use of profanity on the premises of the S.M.O.E.

*Disorderly or disruptive conduct:* Includes any behavior, which is lewd, indecent, or disturbs the peace. This includes any obstruction or disruption of teaching, research, administration, disciplinary proceedings and other S.M.O.E. activities or other non-S.M.O.E. related activities on the premises of S.M.O.E. schools.

**4. Drug and Alcohol Policy**

(4.1) The possession or use of alcoholic beverages and intoxication is prohibited at S.M.O.E. schools: The possession or use of alcoholic beverages is permitted outside of

work. However, excessive use of alcohol or intoxication influencing teaching activities or the image of the S.M.O.E. shall not be permitted. Also such behavior should not give a negative impact on provided housing or toward the local community on any occasion. Being under the influence of alcohol will not be considered a legitimate excuse for any type of activity and the individual shall be responsible for the results of such action.

(4.2) Possession, use or distribution of controlled substances: The possession or use of controlled substances (except use of prescription drugs by the person prescribed to) is prohibited. The distribution of controlled substances is prohibited. Controlled substances include, but not limited to, narcotics, marijuana, marijuana related products included but not limited to hash and hemp, cocaine, opium and other opiates including heroin, psychedelic and psychotropic drugs, both organic and inorganic, ecstasy, amphetamines and methamphetamines including Ecstasy and MDMA as well as all other controlled substances that are prohibited by the relevant laws as well as drug-related devices (paraphernalia, etc.). Laws of Republic of Korea regarding narcotics and controlled substances will be observed and enforced.

## 5. Weapons

The possession or use of weapons, including but not limited to explosives, firearms, and any implement capable of inflicting serious bodily injury or dangerous chemicals are prohibited in any place during teacher's stay in Korea. Laws of Republic of Korea regarding weapons and firearms will be observed and enforced.

## 6. Unauthorized behavior

Unauthorized entry to any facilities operated by the S.M.O.E., unauthorized key duplication of the facilities, and unauthorized change of provided apartment lock system are prohibited. Unauthorized access, misuse and change of confidential documents, and/or electronic information are not permitted. Also, distribution of computer viruses and/or email spam shall be prohibited. No chewing gum during the classes is allowed. Any form of verbal profanity or untoward physical contact with students or colleagues is strictly prohibited.

## 7. Teacher documentation

If it is determined by the S.M.O.E. that applicants have applied for a position with the S.M.O.E. using falsified documents, the teacher will be immediately dismissed and

deported This includes use of a degree issued by a 'degree mill' defined as, "An organization that awards academic degrees and diplomas with very little or no academic study, and without recognition by official accrediting bodies. These degrees are often awarded based on life experience. This includes institutions of higher education operating without supervision of a state or professional agency and granting diplomas which are either fraudulent or because of the lack of proper standards, worthless." Falsified documents also include modified or falsified transcripts, TESL/TEFL/TESOL certificates and criminal background checks. Furthermore, this includes documents with altered pictures. Pictures of applicants submitted as part of the S.M.O.E. that are found to be unduly altered or enhanced are also considered to be falsified documents. The S.M.O.E. reserves the right to verify teacher's academic achievements by contacting all relevant institutions listed in teacher's application. Erroneous, misleading, or omitted information in a teacher's application form or resume is also cause for immediate dismissal. Neither the S.M.O.E. nor recruiting agencies working for the S.M.O.E. shall be held responsible for lost or damaged documents submitted by the teacher for the purpose of obtaining an E-2 teaching visa. This includes the teacher's original university degree.

## 8. Physical and Mental Health

Teacher agrees to undergo a physical exam by a certified physician to determine that the teacher is suitably physically and mentally healthy to teach for the S.M.O.E. for a period of 12 months. If teacher knowingly withholds information from the physician, recruiting agency or the S.M.O.E. related to physical and mental health, including by not limited to alcoholism, a history of mental illness, drug addiction, reliance on prescription medication, surgical operations, long term physical and mental health problems, this is cause for dismissal from employment from the S.M.O.E. Furthermore, the teacher must be of sound mind and body and be physically capable of working and living in South Korea and engaging in all physical activities necessary to fully carry out teachers' employment including interacting with children. If the S.M.O.E. determines that a teacher's physical condition does not allow him or her to fully carry out their job duties, the S.M.O.E. reserves the right to terminate teacher's employment with the S.M.O.E.

## 9. Conclusion

I fully and forever RELEASE, WAIVE AND DISCHARGE, and COVENANT NOT TO SUE the S.M.O.E. (including, but not limited to, its trustees, employees and representatives including recruiting agencies), from and for any and all demands, claims, actions, suits,

damages, losses, liabilities, costs and expenses (including, but not limited to, court costs and attorneys' fees), from any cause whatsoever (including, but not limited to, travel delays, property damage and loss, bodily injuries, sickness, disease and death), directly or indirectly arising in connection with my participation in employment with the S.M.O.E., whether or not foreseeable or contributed to by the negligent acts or omissions of S.M.O.E., and companies hired to recruit teachers on behalf of the S.M.O.E.

1. This Agreement constitutes the entire agreement, and supersedes any prior or contemporaneous agreements, understandings and negotiations, regarding this subject matter. This Agreement may not be amended, by course of conduct or otherwise, and may not be assigned in whole or in part, except in writing duly executed by the S.M.O.E. This Agreement shall be interpreted and enforced in accordance with the laws of South Korea, without regard to any conflicts or choice of law principles, and shall be as broad and inclusive as permitted by such laws. If any provision of this Agreement is held unenforceable by a court, such unenforceability shall not affect any other provision, and this Agreement shall be construed as if such provision, to the extent of such unenforceability, had not been incorporated herein.
2. I have read and fully understand this Agreement, intend that this Agreement be legally binding upon and enforceable against me and my family, estate, heirs and legal representatives. I confirm that I am fully competent, and entering into this Agreement voluntarily of my own judgment.

Teacher's Name: \_\_\_\_\_

Date: \_\_\_\_\_