Agreement between
Yeungjin College of Daegu, South Korea
and
University of Wisconsin-River Falls, River Falls, Wisconsin, USA

I. Introduction

This agreement outlines the collaboration for the management of Daegu Gyeongbuk English Village (hereinafter referred to as “DGEV”) in Korea between Yeungjin College (hereinafter referred to as “Yeungjin”) and The University of Wisconsin-River Falls (hereinafter referred to as “UWRF”).

WHEREAS, the DGEV offers professional English programs that are designed to provide Korean youth and adults with the opportunity to acquire or expand upon skills and learning requisite experiences for international situational communication;

WHEREAS, UWRF has experience in program design and delivery in education abroad and cross-cultural communication, has a TESOL Program to prepare teachers for English language teaching in a variety of contexts, and has a long-standing College of Education preparing teachers for K-12 teaching assignments and desires to provide Yeungjin with qualified English language instructors for Yeungjin’s English programs;

NOW THEREFORE, the parties agree as follows:

II. Program

A. General

The purpose of this agreement is to set forth the parties obligations, responsibilities, and duties concerning the recruitment, marketing, interviewing, screening and management of English Language instructors and coordinators by UWRF who will be employed by Yeungjin for the purpose of teaching English language courses at the DGEV in Korea.

B. Responsibilities

UWRF shall:

1. Recruit and maintain an average of fifty-five (55) to sixty (60) instructors, including one (1) “Academic Director,” two (2) “Assistant Academic Directors,” and one (1) “Training Coordinator” to teach English language courses using methods and techniques appropriate to the DGEV context, carry out on-site supervision of teachers, and carry out on-site
teacher orientation and coaching respectively at the DGEV. Total number of instructors recruited and maintained at the DGEV by UWRF shall not drop below 55 and shall not rise above 60 without prior written request from Yeungjin. Any additional instructors requested above 60 would require an addendum to this agreement. UWRF shall make every attempt to ensure that attrition rate, for non-completion of 12-month contract, does not rise above 10% of total number of instructors per year. Teaching staff will be recruited over four levels; Level 1, Level 2, Level 3, Level 4. 50% of the entire teaching staff shall be comprised of Levels 1-2 instructors; 50% of the entire teaching staff shall be comprised of Levels 3-4 instructors. The salary scale instituted on July 1, 2012 will be utilized for teachers’ salaries of all four levels for the duration of this agreement or until a new salary scale is agreed upon by both parties. Those teachers contracted before the effective date on this agreement will continue with the same salary scale as before. It is understood by both parties that the percentages cited in this paragraph are target goals and not absolute commitments. Both parties will strive to hire the best candidates for the positions in an effort to achieve these target percentages.

2. Serve as recruiter and liaison of instructors by managing all recruitment related tasks including, but not limited to, position advertising, interviewing, selection of candidates, development of contracts, and preparation for travel to Daegu. The interviewing process will include one UWRF-based interview and one DGEV-based interview which shall include both the Academic Director and DGEV personnel. Final hiring decisions will be made through mutual agreement.

3. Serve as instructor training consultant by providing orientation and training oversight; liaise with the Training Coordinator to develop in-service professional development opportunities and no fewer than two professional development workshops on-site or online per year.

4. In collaboration with Yeungjin, assist the review of current and new academic programs. Any request by Yeungjin to UWRF for the development of new curriculum will be subject to a separate agreement between the parties.

5. In conjunction with Yeungjin, contributes to the supervision of the full-time Academic Director and Assistant Academic Director/Instructor.

6. Organize and host Skype conferences with the full-time Academic Director, Training Coordinator/Instructor, Assistant Academic Director/Instructor and the DGEV managers and administrators when necessary.

7. Communicate on an on-going basis with the Academic Director and DGEV supervisor to identify and address the daily needs of instructors and village operations as they relate to academic programs and instruction.

8. Provide an annual Achievement and Progress Report to Yeungjin which includes, but is not limited to, information corresponding to; instructor retention, contract completion
rate, attrition, and percentage of instructors per level. Said report will be developed in
table and graph formats and will be utilized during semi-annual review meetings. The
annual report will be due no later than the first day of the sixth month after the date of this
agreement.

9. Make every attempt to ensure that the latest immigration and visa information is provided
to instructor candidates on an ongoing basis and assist with securing appropriate work visa
numbers for instructors through the guidance and support of the DGEV Office which
maintains contact with the appropriate Korean immigration office.

Yeungjin shall:

1. Be responsible for assignment, maintenance, upkeep and repairs of all the DGEV
facilities, including the residence dormitory and dining hall, classroom and situational
facilities and all other buildings and structures related to the DGEV project.

2. Be responsible for any and all expenses incurred in connection with the purchase or rental,
construction, maintenance and management of land, building, classrooms, classroom
furnishings and equipment, office equipment, furnishings and supplies; computer
furnishings and equipment; Internet access, remodeling costs, and all operational and
maintenance costs of the facilities in the DGEV.

3. Provide instructors access to a printer, copy machines, and other instructional supplies
and materials, a desk, office supplies, materials for classroom activities, computer, and
Internet connection for the duration of their contracts.

4. Provide furnished dormitory facilities, shuttle bus transportation and meals to all
instructors including UWRF student-instructors. Provide optional apartment housing in
Daegu for instructors signing contracts beyond the initial 12-month period, based on
availability.

5. In addition to vacation, provide a one week paid sabbatical during periods the DGEV
schedule permits for those instructors extending contracts beyond 12 months period.

6. Provide furnished dormitory facilities and meals in cafeteria to UWRF administrators, and
faculty when visiting the DGEV.

7. Serve as the legal employer of all instructors and Coordinators.

8. Provide monthly remuneration and a benefit package of health insurance and pension, to
all instructors; including legal withholding for pension as authorized and required under
Korean law for both E1 and E2 visa holders. A legally set portion of instructors' salaries
will be deducted for medical insurance and pension. Regarding tax, a portion of the
instructors’ salary will only be deducted if required by Korean law and tax treaties governing the relationship between the Republic of Korea and the home country of the instructor. For example, for American citizens, current treaty agreements do not require U.S. Citizens to pay taxes to the Republic of Korea until their third year of employment in Korea. Thus, for these instructors, no portion of their salary should be deducted for tax, unless the governing laws or treaty changes.

The instructors' duties consist of 30 hours of teaching per 5 day week and 10 hours of other work such as participating in official ceremonies and class preparation. Overtime compensation shall be paid in accordance with Section C, Point 13 Below.

9. Provide each instructor with a round-trip ticket for his/her contracted work at the DGEV to and from their place of residency or citizenship at the time of hire and whichever is of lesser cost.

10. Communicate on an ongoing basis with the Academic Director and Director of College of Arts and Sciences Korean Partnerships to ensure daily needs and village operations are identified and met.

11. Ensure that the Academic Director is able to participate in staff/administrative meetings to discuss enrollment prognostics, total number of student groups and size of student groups when necessary.

12. Make every attempt to ensure that the latest immigration and visa information is provided to UWRF on an ongoing basis and assist UWRF with securing appropriate work visa numbers for instructors through the Korean immigration office and other documents for Korean work by providing a letter of employment from Yeungjin College or other documentation, as needed.

13. Recruit, register and process intake of all the DGEV student participants.

14. Ensure instructors have access to 24-hour health services available at the DGEV.

15. Ensure emergency health services and evacuation procedures are in place for the DGEV and that instructors are appropriately trained in emergency and evacuation procedures.

16. Ensure regularly scheduled transportation is available to the closest town on a regular basis.

17. Maintain an appropriate number of administrative and office staff members for the effective administration of the DGEV. Provide UWRF with updated organizational charts on an on-going basis.

18. As necessary, appoint a staff member to collaborate with instructors for development of new academic programs and the review of current academic programs in coordination with UWRF.
19. In operating within Korea, certain educational connections and relationships must be formalized that may not be necessary within other countries. Yeungjin is responsible for seeing that all relationships that must be established by law are established for the efficient and legal functioning of the DGEV. This includes, but is not limited to, a working relationship with the appropriate Korean immigration office, Labor Ministry, and Education Ministry.

C. Others

1. In principle, The DGEV and UWRF agree that class sizes affect teacher performance and student learning. Although the DGEV has autonomy to determine class sizes, they will attempt to limit the number of students to about 20.

2. Project Assessment and Evaluation: UWRF and Yeungjin, jointly, will participate in a semi-annual comprehensive review of the DGEV Project. This semi-annual review shall review all items/functions/activities carried out at the village including, but not limited to, curricula, instructor/coordinator evaluation policies and procedures, instructor quality of life, living, meals and working conditions and review of best practices, salary scales, Village Guide strategy, facilities, enrollment projections and strategies, transportation, and staff performance. This review will be a collaborative process with the goal of recognizing the best practices as well as the challenges and provide mechanisms for establishing plans of action for improvements. Review and Assessment Period 1 will take place from July - August with the objective of establishing an action plan. Review and Assessment Period 2 will take place from January - February with the objective of establishing a follow-on plan for the following year.

3. Certificate Issuing of English Programs: A certificate will be issued in the name of UWRF and the DGEV to each student participant upon the successful completion of each English Program.

4. Brand Name Sharing: UWRF will provide digital copies (examples found at end of agreement) of the appropriate registered marks, in English and Korean, for use at Yeungjin's discretion. It will also provide digital signatures and photos of its members, with permission of their owners, for use at Yeungjin's discretion. Use of other UWRF marks or pictures will require permission, not to be unreasonably withheld.

5. Sole Source Contracting: For the duration of this agreement, UWRF agrees not to contract with or share the name of the DGEV and Yeungjin College with other English education organizations in South Korea and Yeungjin agrees not to contract with or share the name of UWRF with other educational institutions in the United States for the purpose of international instructor recruitment and collaboration on an English village concept other than Yeungjin or UWRF during this contract period. It is understood that all other forms of collaboration between UWRF and other education or English education institutions
within South Korea and between Yeungjin and other education or English education institutions within the United States are permitted.

6. Instructor, Academic Director and Assistant Academic Director Personnel Records: Personnel records of instructors, the Academic Director and the Assistant Academic Directors, Training Coordinator will be kept on-site at the DGEV staff office, Academic Director office and UWRF. These records will be transmitted via the Internet to UWRF on an on-going basis. Yeungjin will make each employee’s personnel record available to him/her upon request. Yeungjin shall comply with all U.S. privacy laws which may apply to such records, including the Family Educational Rights and Privacy Act (FERPA) through the guidance and support of UWRF.

7. Academic Director Responsibilities: The Academic Director, the full-time supervisor of instructors, shall be responsible for: management and oversight of all academic aspects of the program to ensure program quality and academic excellence; provide strong support to all instructors and programs; work cooperatively with the UWRF Director of Korean Partnerships, the DGEV directors and staff in all academic aspects, evaluation of employment, and personnel matters for instructors; jointly determine any personnel matters necessitating actions of probation or dismissal with the UWRF Director of Korean Partnerships and the DGEV directors; provide for the orientation, training and supervision of all office employees; determine appropriate arrangements when substitute instructors are needed; manage academic programs for students, adults and administration; participate in meetings with the DGEV staff regarding student group numbers and sizes, schedule participant courses; maintain quality control of curriculum guidelines in classrooms including review of course plans and syllabi and situational program expansion needs; supervise situational/experiential classes; manage academic day-to-day classroom activities, procedures and the assurance of quality control in programs to ensure academic standards, as set by UWRF, are monitored and maintained; maintain records for attendance, and academic program completion for the issuance of certificates of program completion; conduct formative and summative instructor evaluation a minimum of twice per instructor contract year; and manage the language laboratory, including scheduling.

8. Instructors' Qualifications: Instructors will consist of people from countries where English is the primary or official language AND which are approved by the Korean government. They should hold at minimum a Bachelor’s degree. Instructors will be recruited and hired within one of four different levels. Instructor level classification is dependent on their academic background, amount of teaching experience and type of teaching experience. Out of the total instructors hired, 50% shall be at Level 3 or Level 4 and hold a Certificate in Teaching English to Speakers of Other Languages (TESOL), English as a Foreign Language (EFL), or English as a Second Language (ESL), or a Master’s degree in one of these areas, in Education, or other relevant field. The remaining 50% of instructors shall be recruited for Level 1 and Level 2 positions. Level 1 instructors may have a Bachelor’s
degree in any discipline. Level 2 instructors should have a Bachelor’s degree in a TESOL related area: TESOL, ESL, EFL, etc. or a Master’s degree in any discipline and one full year of teaching experience. Yeungjin and UWRF reserve the right to refer to current instructor Level Profile tables when placing instructors in appropriate levels. It is understood that instructors with Bachelor’s degrees only may have less teaching experience and therefore require additional training. Instructors should possess knowledge and/or experience of cross-cultural awareness and fluency in Standard English and preferably experience teaching children in primary and secondary school grades. The percentages in this paragraph represent target goals and not precise commitments.

From time to time, instructors with degrees in specific areas may be requested, such as music majors, drama majors, athletic and fitness majors, and other specialties that may support DGEV programs. It is strongly recommended that DGEV maintain at least one (1) instructor whose major is music or who can perform musically in public. In such cases, individuals with ESL/EFL experience are preferred.

9. Evaluation of Instructors: All instructors will be evaluated a minimum of twice per year. This will allow for a formative and summative evaluation, with time for improvement as needed. These evaluations may be used for the renewal or non-renewal of an instructor’s contract, based upon majority agreement from the Academic Director, UWRF and the DGEV directors.

10. Room and Board: As part of the commitment to student participants, all instructors will be expected to reside inside of the DGEV for the duration of their first 12-month contract or until other arrangements are made available. An appropriate furnished dorm room in the DGEV or Daegu, and all meals will be provided at the village regardless of where an instructor is residing. Instructors signing a contract beyond the original 12-month period will have the option of living in an apartment in Daegu provided by Yeungjin as space is available. Neither Yeungjin nor UWRF will take any responsibility for instructors wishing to live off the DGEV site.

11. Instructor's Vacation: Instructors receive 20 vacation days per contract cycle (NOT counting national holidays) for vacation; however, vacations must be scheduled in advance and their timing must be approved by the scheduler to ensure that DGEV programs are fully staffed; and if instructors extend their contracts for additional 12 months, a one week sabbatical (5 business days, and Saturday and Sunday) will be provided during periods the DGEV schedules permit in addition to their vacation. Regarding holidays, on the Korean Lunar New Year and Chusok Holidays, there will be time off for instructors. On the remaining holidays, time off depends on whether the teacher is scheduled to teach that day or not. If scheduled, then the teacher is obligated to fulfill their normal duties.
14. Direct Hiring by Yeungjin: Yeungjin College and the DGEV can recommend qualified instructors and hire them outside the agreed hiring process between UWRF and Yeungjin College under the consent of UWRF. The number of instructors hired directly by Yeungjin and the DGEV will count towards the target hiring goals but failure to complete contracts will not count against the performance of UWRF.

15. Yeungjin College can provide instructors of excellent performance with opportunities to teach at Yeungjin College after the original 12 month contract under the consent of UWRF. The number of instructors Yeungjin will hire from the DGEV shall not count against UWRF’s instructor retention rates.

D. Compensation and Payment

1. Yeungjin agrees to pay the following amounts to UWRF in accordance with the payment terms set forth herein. All payments to UWRF will be made using FLYWIRE. Instructions on how to use FLYWIRE will be provided on each invoice.

2. Development: Requests by the DGEV or Yeungjin College to UWRF for the development/modification of additional or new academic programs or curriculum shall be subject to a separate agreement between the parties.

4. Other Fees and Expenses: Any further fee or expenses, adjustments or modifications due to unforeseen circumstances will be discussed and negotiated between UWRF and Yeungjin, as needed. Such modifications shall constitute an addendum to this agreement.

E. Term, Renewal, Modification, and Termination

1. Effective Date and Term of Agreement: This agreement is effective as of November 1, 2017. (“Effective Date”). The agreement shall expire without further action 2 years from the Effective Date unless renewed earlier in accordance with the renewal provisions set forth below. Renewal: The terms of this agreement shall be open for negotiation for renewal before six (6) months of the expiration date. Both parties shall negotiate the terms of a new agreement in good faith.

2. Modification: Any and all modifications to the terms of this agreement shall be negotiated between UWRF and Yeungjin personnel. Any and all modifications shall be in writing and signed by an authorized representative of each party.

3. Assignment: Neither party may transfer or assign any obligation, interest or right herein without the prior written consent of the other party.

4. Termination: This agreement may be terminated by either party at any time during the term of this agreement, provided that at least one (1) year written notice is provided to the other party. Should this agreement be terminated prior to its Effective Date, Yeungjin shall pay UWRF for all services performed up to and including the date of termination at prorated amount of the last installment. Either party may terminate this agreement immediately upon an event of default by giving written notice to the defaulting party. An event of default is:

A. A proceeding in receivership, liquidation or insolvency commenced against a party or its property, and the same not dismissed within thirty (30) days; or

B. A party making any assignment for the benefit of its creditors, becoming insolvent, ceasing to do business as a going concern, or seeking any arrangement or compromise with its creditors, under any statute or otherwise;

C. Failure by either party to comply with any material obligation under this agreement, which non-compliance remains uncured for more than (30) thirty days after receipt of written notice thereof, provided however, that if the nature of the failure is such that it cannot reasonably be cured within such thirty (30) day period, the cure period shall extend so long as the non-complying party begins to take action to substantially cure the failure within such thirty (30) day period and thereafter prosecutes such cure to
completion with due diligence and in good faith; provided, however, if in the good faith determination of the non-defaulting party, any extension would materially and adversely affect the non-defaulting party, the non-defaulting party shall be entitled to terminate this agreement at any point upon or after the tolling of the initial 30-day cure period.

5. Force Majeure: Neither party shall be considered to be in default as a result of its delay or failure to perform its obligations herein when such delay or failure arises out of causes beyond the reasonable control of the party. Such causes may include, but are not restricted to acts of God or the public enemy, acts of the state of the United States or Republic of Korea in either its sovereign or contractual capacity, fires, floods, epidemics, strikes, and unusually severe weather; but in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the party

6. Indemnification: Yeungjin College shall indemnify, save, and hold harmless UWRF, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Yeungjin, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract. In consideration of this agreement, the Board of Regents of the University of Wisconsin System and the University of Wisconsin – River Falls shall indemnify, save, and hold harmless Yeungjin College of Daegu from any and all liability, loss, damages, costs or expenses which arise out of the negligent act or omission of an employee, officer, or agent of UWRF while acting in the scope of their employment and in the course of their involvement with the above mentioned program.

7. As part of its recruiting responsibilities, UWRF will obtain a signed waiver and release agreement from each instructor that it recruits for employment at the DGEV. This waiver and release will indemnify and hold both Yeungjin College and UWRF harmless from any and all liability, damages, costs, expenses, and attorneys' fees incurred as a result of recruitment, employment and living in the DGEV. Yeungjin College will be provided with a copy of this signed waiver and release for each instructor. Yeungjin College will not employ the instructors without a signed copy of the waiver and release in Yeungjin's file.

8. Waiver: No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

9. Entire Agreement: The terms and provisions of this agreement, its attachment, exhibits, and amendments, represent the entire understanding of the parties with respect to the subject matter of this agreement. No representations or warranties are made by UWRF or Yeungjin except as set forth herein.
The above conditions are true and understood by both parties and this agreement is executed on this day of November 1st, 2017.

Date 9-25-2017

Kyo Jong Lee
Associate Dean
Daegu Gyeongbuk English Village
Yeungjin College

Date 9-25-2017
Youngsoo Margolis
Director
College of Arts and Sciences
Korean Partnerships
University of Wisconsin-River Falls

Date 9-29-2017
Sang Pyo Jeon
Dean
Office of International Cooperation
Yeungjin College

Date 9-11-17
Marshall Toman
Department Chair
Department of English
College of Arts and Sciences
University of Wisconsin-River Falls

Date 10-20-2017
Bang Je Cho
Chair
Daegu Gyeonguk English Village
Yeungjin College

Date 9-11-17
Tricia Davis
Dean
College of Arts & Sciences
University of Wisconsin-River Falls

Date 10-23-2017
Jae Young Choi
President
Yeungjin College

Date 9-14-17
Dean Van Galen
Chancellor
University of Wisconsin-River Falls
UNIVERSITY OF WISCONSIN
River Falls