中華民國高雄市○○區○○國民中（小）學

外籍月薪代理英語教師聘僱契約書

The Employment Contract

Between the Foreign English Supply Teacher and

(School Name),

( ) District, Kaohsiung City,

Republic of China

外籍月薪代理英語教師聘僱契約

Employment Contract for

Foreign English Supply Teacher

立本聘僱契約人：

高雄市○○區○○國民小學(或高雄市立○○國民中學，學校名稱自行修正) (以下簡稱「甲方」)，設址於中華民國高雄市 與 先生／女士(以下簡稱「乙方」)，為一 公民，居住於 。茲於西元 年 月 日簽訂本契約。

This Employment Contract is entered into on / / (D/M/Y) between the (School Name) at ( School Address ) (hereafter referred to as Employer) of Kaohsiung City, the Republic of China (hereafter referred to as ROC) and Mr./Ms./Mrs. , a citizen of , residing at (hereafter referred to as Employee).

雙方為確立聘僱條件，同意遵守下列條款：

In consideration of the terms and conditions of employment, the parties hereto hereby covenant and agree each with the other as follows:

第一條：聘僱

Article 1: Employment

## 1.1甲方同意依本契約規定聘僱乙方為甲方從事英語教學、研究、諮詢及參與相關活動等工作。

## Employer agrees to hire Employee to engage in the teaching, research, and consultation of English and related activities in accordance with the provisions set forth hereunder.

## 1.2乙方同意受甲方聘僱，按甲方之合理指示提供相關之服務並承擔其責任。

## Employee hereby agrees to accept the employment offered by Employer, provide services as reasonably requested by Employer, and take the related responsibilities.

第二條：聘僱期間

Article 2: Term of Employment

除甲方另有書面同意外，乙方之聘僱期間為自西元\_\_\_\_年\_\_\_\_月\_\_\_\_日（以下簡稱「受聘僱起始日」）起至西元\_\_\_\_年\_\_\_\_月\_\_\_\_日，屆滿為止（以下簡稱「受聘僱截止日」）。

Unless Employer provides prior written consent, the term of the contract activates once it is signed. The contract shall be effective from \_\_\_\_\_\_\_\_ (hereafter referred to as Commencement Date) to \_\_\_\_\_\_\_ (hereafter referred to as End Date).

若乙方遲於受聘僱起始日未到學校報到，則其聘僱期間為乙方實際到校報到日起至受聘僱截止日。

If Employee reports to the school after Commencement Date, the term of his/her employment shall commence from the actual date that Employee reports to the school until the End Date. The starting work date will be the date from which payment will be calculated.

若甲方所聘正式外籍英語教師抵達臺灣，則受聘僱截止日應調整為正式外籍英語教師報到之日。

If the Foreign English Teacher hired by Employer arrives in Taiwan, the End Date shall be adjusted to the date when the Foreign English Teacher checks in/starts work.

第三條：乙方責任與義務

Article 3: Employee’s Duties and Obligations

## 3.1於契約存續期間，乙方應遵守中華民國政府法令以及甲方與高雄市政府所規定之事項。

## During the term of the Contract, Employee shall abide by the law of the Republic of China (ROC) and the regulations of Employer and Kaohsiung City Government.

## 3.2乙方同意至甲方任教並依本契約附錄A所載之要求執行各項工作，含教學相關等活動。

## Employee agrees to teach at Employer and implement all tasks as listed in Appendix A to this Contract, including teaching-related activities.

## 3.3乙方在校工作時間為每週40小時，每天工作時數為8小時，自上午 時 分至下午 時 分（不含中午休息時間）。除甲方另有規定外，於工作時間內，乙方應留在甲方校園內，並從事與教學活動相關之研究、課程準備、作業批改、或協助推展英語教學相關活動。

## Employee shall work forty (40) hours a week, eight (8) hours a day (excluding lunch break) at school from \_\_\_a.m. to \_\_\_p.m. Employee shall stay on Employer’s campus doing academic researching, preparing courses, grading assignments and promoting English-teaching related activities. Employer has the authority to make adjustment of this regulation if needed.

## 3.4乙方每週授課至多20節。其授課節數包含會同本國教師進行之班級協同教學、為本國教師研習進修活動所施予之教學、獨自或協同進行課程教材之研發時間及3.6.1所訂之教學相關工作。此外，甲方並得視實際需要安排乙方進行必要之教學相關的工作。

## The number of class periods for Employee to teach shall be twenty (20) periods per week at the maximum, including conducting joint-teaching activities with domestic teacher, providing lessons or trainings to domestic teachers, research on relevant teaching methodologies and design required teaching materials individually or in group with domestic teacher, cooperate to relevant teaching works according to article 3 clause 6.1., and/or etc. Additionally, Employer may arrange teaching-related tasks for Employee as necessary.

## 3.5乙方同意在所定工作時間內全心全力提供服務，於甲方特殊節慶活動日（如校慶活動、運動會、畢業典禮、接待外賓等），應配合甲方之需要，延長工作時間或在假日工作。其延長工作時間或在假日工作之權利義務比照甲方對本國教師之相關規定辦理。

## Employee agrees to provide sound service as required in this Contract during the working hours. In addition, Employee shall agree to work overtime in special occasions such as school’s anniversary celebrations, sports days, graduation ceremonies and receptions of guests. The rights and obligations for working extra hours or on holidays applicable to Employer’s domestic teachers shall also apply to Employee.

### 3.5.1甲方於必要時延長工作時間或在假日工作，乙方須全力配合，但可依據加班時數另外擇日補休。除乙方已預訂出境之日外，一般性活動甲方需於1星期前告知乙方，臨時性活動，則不在此限。

## Employee must cooperate and extend working hours if needed during school semesters or on holidays. However, the extended working hours may be counted into the hours of a compensatory leave. Except for Employee’s scheduled departure date, Employer must inform Employee one week ahead of the subject-due. Provisional events are not the subjects to the limits.

## 3.6乙方同意甲方得視需要調整乙方之工作地點，並於事前告知乙方，但該項調整不得對乙方之薪資及其他福利有不利之影響。

## Employee agrees that Employer may adjust Employee’s work locations as necessary with prior notification, provided that such adjustments shall cause no harm to Employee’s pay and benefits.

### 3.6.1乙方須配合高雄市政府或甲方調度擔任教學相關工作(如：研發教材、教師研習、教育訓練、市府活動、補救教學、支援學校巡迴式英語教學、其他合作學校英語課程、英語社團指導、線上教學及雙語育樂營等)。Employee agrees to co-operate with Kaohsiung City Government to assist relevant teaching works if adjustments are required (relevant tasks can be referred to as innovating teaching materials, teacher training, educational training, training students for English speech contests, assisting city government activities, supporting remote schools, remedial teaching, English learning school clubs, online teaching, bilingual camps and other teaching related assignments).

## 3.7乙方同意高雄市政府及甲方得於乙方進行學校活動時進行錄影、攝影，並授權高雄市政府及甲方將拍攝之照片及影像用於非營利目的之公開活動或宣傳。

## Employee agrees that Kaohsiung City Government and Employer may film or photograph Employee’s school teaching activities. Employee also consents Kaohsiung City Government and Employer to use such videos of images in non-profit public or publicity activities.

## 3.8乙方接獲錄取通知後，即刻至當地國合格設立之醫療機構辦理體檢（體檢表格如附錄B），並向縣市警察局外事科，申請核發警察刑事紀錄證明書。

## After receiving the acceptance notice, Employee shall immediately take a physical examination (See Appendix B for the Physical Examination Form) at a local qualified medical institution, and apply for a copy of his/her criminal record at the foreign affairs division of the local police department.

## 乙方自行負擔相關體檢費用及申請警察刑事紀錄證明書之費用。

## Employee shall pay for the expenses for the physical examination and criminal record.

## 若乙方經查獲提供不實申辦資料或證件，甲方得依本契約第12條規定終止聘僱契約。

## If Employee is found providing false application data or documents, Employer may terminate the Contract with respect to Article 12.

第四條：薪資與福利

Article 4: Salary and Other Benefits

## 4.1薪資:甲方應依乙方之職務以及所提供勞務，支付下列薪資：

## Salary: Employer shall render the payment to Employee according to his/her content of duty and labor service:

### 4.1.1.月薪：甲方提供乙方之月薪為新臺幣62,720元；乙方應有學士學位。

## Monthly salary: Employer shall provide the Employee with a monthly salary of NT$ 62,720 (Employee shall have a bachelor’s degree).

### 4.1.2.超支鐘點費：乙方負有支援教學之義務。教學節數超過前述基本教學節數時，以覈實補休為原則，如以鐘點費計算時，甲方應支付超過部份之鐘點費【甲方為國小時，每節新臺幣400（320×1.25）元；甲方為國中時，每節新臺幣450（360×1.25）元】，併入次月薪資發給。

## Extra Pay for working extra hours:

## Employee is obligated to support all the required teaching works. If the sum of Employee’s total classes exceeds the basic teaching hours as indicated previously, Employer shall provide the compensatory leave or make an extra pay to Employee as overtime compensation. Extra Pay shall be NT$400 (NT$320x1.25) each period (Employer is an elementary school) or NT$450 (NT$360x1.25) each period (Employer is a junior high or high school). The extra pay for working extra hours shall be issued alongside with the salary in the next month.

## 4.2住宿津貼：

## 甲方依乙方實際租屋需求核實補助每月最高新臺幣5,000元住宿津貼。如乙方居住甲方免費提供之宿舍或自行購屋，則不予補助。

## Housing Allowance:

## Employer shall grant Employee a housing allowance with a maximum of NT$5,000 each month on Employee’s actual rent expense. The allowance is not applicable if Employee’s accommodation is provided by Employer or lives in his/her own-acquired property.

## 如乙方不接受甲方提供之宿舍，則須由高雄市政府及甲方確認同意後，始可補助在外租屋津貼。

## If Employee does not accept the dormitory accommodation providing by Employer, he/she must gain a prior approval from both Employer and the Kaohsiung City Government before renting an apartment elsewhere.

## 若當月聘僱日數未滿30或31日，則住宿津貼依乙方實際受聘僱日數佔30或31日之比例計算。

## If the employment period of the month is less than 30 or 31 days, the calculation of housing allowance shall be based on the proportion of days the Employee is actually employed.

## 4.3保險：乙方應依規定投保全民健康保險及勞工保險，並應自負全民健康保險30%之保費，及勞工保險20%之保費。勞健保費率依據乙方薪資照現行規定扣除勞保費率及健保費率。

## Insurance:

## Employee shall insure the National Health Insurance (NHI) and Labor Insurance (LI) as required by law and contribute 30% and 20% of the NHI and LI premiums respectively. The NHI and LI rates shall be deducted with respect to Employee’s salary according to laws and regulations currently in practice.

## 4.4給薪日：乙方當月之薪資以及住宿津貼給付日期為次月5日（以下稱「給薪日」），如遇假日則順延之。前揭薪資以及住宿津貼將於次月給薪日轉帳至乙方在臺灣之金融機構帳號。甲方應於給薪日前將付款明細交予乙方，乙方應於給薪日前一天確認付款明細。請假扣薪部分，於下月薪資扣除。

Pay Day: Employee shall receive his/her salary and housing allowance (if the employee is qualified to apply) on the fifth (5th) in the next month (hereafter referred to as Pay Day). The payment may be postponed if Pay Day is a holiday. The said salary and housing allowance shall be transferred to Employee’s bank account in Taiwan. Employer shall deliver to Employee the statement of payments prior to the Pay Day, and Employee shall confirm the statement of payments one day before the Pay Day. The salary for leave will be deducted from the salary in the next month.

## 4.5退休金：若乙方為勞工退休金條例第7條規定之適用對象，則甲方需依勞工退休金條例之規定按月提繳退休金。

## Labor pension: If Employee is qualified for the labor pension as stated in Article 7 of the Labor Pension Act, Employer shall contribute to the labor pension of Employee in a monthly basis according to the Labor Pension Act.

第五條：休假、請假

Article 5: Leave, Regular Holidays, and Application for Additional Leave

## 5.1乙方享有國定放假日與例假日。

## Employee shall be entitled to national holidays and regular holidays.

## 5.2有關婚假、產前假、陪產假、娩假、流產假、喪假、公假、生理假、家庭照顧假及本契約未規範事宜，依行政院與所屬中央及地方各機關聘僱人員給假辦法辦理。

## Employee shall apply for marriage leave, pre-maternity leave, paternity leave, maternity leave, miscarriage leave, compassionate leave, leave for official affairs, menstrual leave, family care leave, and those not stipulated in the Contract with respect to the leave application regulations of the Regulations on Special Leave for Employees of the Executive Yuan and Subordinated Agencies.

## 5.3乙方每學年請事假超過7日者按日扣薪；每學年請事病假合計超過14日者按日扣薪。乙方請任何事病假或年假時，若有課務，應與甲方協調調課，或另覓時間補上，或支付代課鐘點費予甲方，代課鐘點費之數額與第4.1.2條之超支鐘點費同。

## Employee is entitled to seven days of personal leave or fourteen days of personal and sick leave combined per school year. Employee’s salary will be deducted by day for personal or sick leave in excess of such lengths. When taking person/sick leave or annual leave during a school term, Employee shall switch classes with domestic teachers or reschedule the cancelled classes or pay the substitute teaching fee to Employer. The amount of substitute teaching fees shall be the same as the extra pay for working extra hours in Article 4.1.2.

## 若聘僱期間未滿12個月，則事病假依乙方實際受聘僱月份佔12個月之比例計算。

## If the employment period is less than 12 months, the calculation of personal and sick leave will be based on the proportion of months the Employee is actually employed.

## 5.4請假規定

## 前述規定給假應由甲方准駁之，乙方其他特別狀況之請假，亦由甲方依個案准駁之。乙方請假時，須依甲方之請假手續於事前辦理。未依請假程序辦理請假手續；或未經甲方核准，不假未到甲方校園工作者，視同曠職論。

## Regulations for Absence/leave

## The above types of leave shall be approved or disapproved by Employer. Employee shall apply for a leave in advance according to Employer’s related leave application procedures. Employee’s application for special leave shall also be approved or disapproved by Employer individually. Any absence without proper application or Employer’s permission is counted as absence without justifiable reason.

### 5.4.1請假程序

乙方如欲請事假，應於3天前提出請假單，並經甲方核准，始完成請假手續。如請病假者，得以當天電話請假，但事後仍需補填請假單；病假連續兩日者，則須補交醫療院所之就醫證明文件。前述給假，甲方有權准駁之。

Application for absence/leave

If Employee needs to take a personal leave, he/she has to submit a leave note three days in advance. The leave note has to be permitted by Employer to be activated. If a sick leave is taken, Employee is entitled to inform Employer by phone call on the day, but the leave note is required afterwards. If the sick leave is more than two days, related medical documents from formal hospitals or clinics have to be submitted by Employee. Employer, however, has the authority to decide if absence/leave is permissible.

第六條：納稅義務

Article 6: Taxation

## 6.1就乙方基於本契約所取得之收入，如依法應課徵所得稅，乙方應自行負責申報並繳納所得稅；其應繳納所得稅之收入，由甲方依中華民國相關法令規定，代為扣繳所得稅。

Employee shall pay tax, if required, for the income earned hereunder. Employee shall report and pay tax on his/her own. Employer shall withhold the income tax from the salary payable to Employee according to the related laws and regulations of the Republic of China.

## 6.2乙方於同一課稅年度(即自1月1日至同年12月31日止)在臺停留時間累積未超過183天者，以18%扣繳。

Employee shall be taxed at a rate of 18% for a cumulative stay in Taiwan of less than 183 days in the same a tax year. A “tax year” commences on January 1 and ends on December 31 each year.

第七條 兼職

Article 7 Sideline

除經甲方事前之書面同意外，乙方不得以有償或無償方式為任何兼職。如有違反，甲方得終止本契約並給付乙方契約終止當月實際在職薪資。

Except with the permission of Employer, under no circumstances shall Employee engage in any sidelines, either paid or unpaid. If any violation occurs, Employer may terminate the Contract and pay Employee the actual salary until the month of Contract termination.

第八條：智慧財產權

Article 8: Intellectual Property Rights

乙方同意，其於聘僱期間於職務範圍內所完成之創作以及其他著作，其智慧財產權歸屬甲方所有，甲方不需支付額外費用予乙方。該創作或著作完成時，乙方應立即通知甲方，辦理一切必要且適當之手續，俾使甲方取得完整、專屬且合法之權利。

Employee hereby agrees to award to Employer free of charge the intellectual property rights of creation and other works accomplished within his/her duties during Employment. After completing such creation or works, Employee shall immediately notify Employer to implement all necessary and appropriate procedures to acquire full, exclusive, and legal rights.

第九條：保密義務

Article 9: Confidentiality

乙方因工作或職務所知悉或持有甲方之秘密，乙方皆應負保密義務，未經甲方事前書面同意，不得揭露予任何第三人，或為其本身或他人之利益而使用。

Employee shall keep confidential Employer’s secrets acknowledged or held from carrying out work or duties and shall not disclose to any third party to use for own or other’s interests without Employer’s prior written approval.

第十條：返還甲方之財產

Article 10: Return of Property of the Employer

乙方於本契約終止時，應立即將其於聘僱期間所製作或編纂或被交付或持有之一切文件及甲方財產交付或返還予甲方。乙方同意前述所有文件之權利均歸屬於甲方所有。

Upon Contract termination, Employee shall deliver or return forthwith to Employer all documents produced or compiled or delivered or held during Employment and Employer’s property. Employee agrees to award all rights of the said documents to Employer.

第十一條：不可抗力及其他免責條款

Article 11: Force Majeure and Disclaimers

## 11.1本契約所稱不可抗力事由，係指該事由之發生須非可歸責於雙方，亦非雙方得合理控制，或不可預見且縱加相當注意亦無法防止、避免或排除，且足以影響本契約一部或全部之履行者。

“Force Majeure Events” hereunder means events occurred for reasons not attributed to or beyond the reasonable control of or unforeseeable and inexorable, unavoidable or unchangeable by either party hereto and that may affect the performance of part or all of the Contract.

## 11.2主張不可抗力事由之一方，應本於誠信原則，採行必要措施以降低不可抗力所造成之不利影響，以促使本契約能順利執行。

The party claiming a force majeure event shall, upon the principle of good faith, take necessary actions to lower the unfavorable effect so caused by the force majeure event to facilitate the smooth implementation of the Contract.

## 11.3因不可抗力事由，以致一方無法或遲延履行其於本契約之義務，其屬未能按時履約者，得於不可抗力事由消滅後繼續履行其義務，毋須負遲延責任；其屬無法再行履約者，得免除履約責任。

A party prevented or delayed from timely performing the contractual obligations by a force majeure event but continuing performance after the extinguishment of the majeure event will be exempted from the liability for late performance or the liability for performance when continuation of performance is impossible.

## 11.4不可抗力發生或結束後，其屬可繼續履約之情形者，雙方應繼續履約。

If performance is possible after the occurrence or end of a force majeure event, the parties hereto shall continue performance.

第十二條：違約與解聘

Article 12: Breach and/or termination of contract

## 12.1乙方有下列情形之一者，視為違約，甲方得立即終止本契約：

Any of the following circumstances shall constitute a breach of the Contract by Employee, and Employer may terminate forthwith the Contract.

### 12.1.1乙方於聘僱期間未經甲方同意，而擅自變更教學內容、縮減教學時數、自行離職、兼職，或經發現違反聘僱許可（工作許可）及就業服務法規定者。

Employee alters the teaching content, cuts down teaching hours, leaves without permissions, takes part-time jobs, or violates the Employment Service Act and any regulations on work permit without the prior consent from the Employer during the employment.

### 12.1.2乙方拒絕提供相關申辦資料或證件，或提供不實資料。

Employee refuses to provide related application data /documents, or provides disinformation.

### 12.1.3乙方有違反中華民國法令情事（且甲方無義務協助乙方處理其違法行為所導致的訴訟程序或其他相關事務）。

Employee violates the laws of ROC government (Employer has no obligation to assist any litigation procedure resulting from Employee’s unlawful act).

### 12.1.4乙方有損及中華民國政府或甲方之名譽之行為者。

Employee engages in behavior defaming the ROC government or Employer.

### 12.1.5乙方拒絕接受體檢或因感染法定重大傳染疾病致體檢不合格者。

Employee refuses to take a physical examination or fails the physical examination for infection of a severe notifiable disease.

### 12.1.6乙方無故累計曠職達3天者。

Employee is absent from work without excuses for up to three days.

### 12.1.7乙方違反附錄A所含各項規定或行為嚴重失當，經甲方正式書面警告達3次以上者。

Employee violates any of the regulations in Appendix A or commits any serious misconduct, and receives three (3) written warning letters from Employer.

### 12.1.8乙方違反性別平等法令相關規定。

Employee breaks the laws and regulations that relate to gender equality.

(1) 經學校性別平等教育委員會或依法組成之相關委員會調查確認有性侵害行為屬實。

The act of sexual assault is found true through the investigation by the school’s Gender Equity Education Committee or related committees formed by law.

(2) 經學校性別平等教育委員會或依法組成之相關委員會調查確認有性騷擾或性霸凌行為，且情節重大。

The act of sexual harassment or sexual bullying in a severe manner is found true through the investigation by the school’s Gender Equity Education Committee or related committees formed by law.

## 12.2乙方如有前述任何違約之情事，甲方得終止契約並給付乙方契約終止當月實際在職薪資。

If Employee violates any one of the above, Employer may terminate the Contract and pay Employee the actual salary until the month of Contract termination.

第十三條：其他終止事由

Article 13: Termination of Contract

## 13.1乙方有下列情形之一者，甲方將立即終止本契約並解聘乙方：

When Employee is under any one of the following circumstances, Employer may terminate forthwith the Contract:

### 13.1.1聘僱期間罹患重病或感染其他法定傳染病，致無法從事教學工作，且無法於1個月內治癒者。

Employee is prevented from teaching by serious illness or infection of a notifiable disease that cannot be cured within one month.

### 13.1.2經甲方評定，核屬因其他因素失去工作能力者。

Employee losses the ability to work for other reasons as confirmed by the task force formed by Employer.

### 13.1.3經甲方評定，核屬無法勝任教學工作者。

Employee is found incompetent to teach as confirmed by the task force formed by Employer.

## 13.2經甲方書面同意，乙方亦得提前終止本契約。

Employee may also terminate the Contract in advance with Employer’s written approval.

## 13.3如甲方於聘僱期間因故無法提供乙方工作時，甲方應付乙方資遣費1個月薪資。

Employer shall grant Employee a redundancy (severance) pay equivalent to one month of Employee’s salary when it fails to arrange a job for Employee for no reason during Employment and terminates the Contract prior to expiration when Employee makes no breach.

第十四條：契約之修訂

Article 14: Amendments to the Contract

雙方就本契約所陳述內容完全了解，且經充分溝通，並以本契約為其完整之意思表示。本契約取代先前有關本契約事項所為之一切口頭或書面協議或承諾。本契約之修正除經雙方書面同意並簽名或蓋章外，不生其效力。

The parties hereto acknowledge the full comprehension and communication of the contents set forth herein and agree that the Contract shall represent their full expression of intent. The Contract shall supersede any and all prior oral and written contracts, undertakings, and documentations in connection with the subject hereto. Except with the written approval and execution of the parties hereto, no amendment to the Contract shall take effect.

第十五條：通知

Article 15: Notifications

任何一方當事人所發之通知應以書面為之，並經送達他方當事人始生效力，但確有困難者不在此限。

Except when delivery is so prevented, notification hereunder shall be made in writing and delivered to the other party prior to taking effect.

第十六條：個別效力

Article 16: Severability

本契約之各項條款可予分割，且其中任一條款如經任何具管轄權之法院認為無效或無強制力時，本契約之其他條款不受該無效或無強制力條款之影響。如有任何條款經發現為無效或無強制力時，如有可能，雙方應重新議定有效之條款，以反應雙方就該條款之原意。

All provisions hereunder are severable. Any provision of the Contract determined to be void or unenforceable by the jurisdiction court will not affect or impaired the validity and enforceability of the remaining provisions. If any provision is found void or unenforceable, if possible, the parties hereto shall establish new valid provisions to reflect the original intent to that provision of the parties hereto.

第十七條：爭議處理

Article 17: Disputes Resolution

## 17.1甲方與乙方因本契約所生之爭議，應依法令及契約規定，本諸誠信和諧，盡力協調解決之。

The parties hereto shall endeavor to settle the disputes arising from or in connection with the Contract according to the laws and regulations and the provisions of the Contract upon the principle of good faith.

## 17.2履約爭議發生後，履約事項之處理原則如下：

The parties hereto agree to settle disputes arising from or in connection with the Contract through the following principles:

### 17.2.1與爭議無關或不受影響之部分應繼續履約。但經甲方同意者不在此限。

Performance of the sections unrelated to or unaffected by the dispute shall continue, except with Employer’s approval.

### 17.2.2乙方在生活或教學上需要協助時，應先向甲方請求協助；甲方無法提供協助時，乙方得依「外籍英語教師申訴及處理流程」（附錄C）向高雄市政府請求協助。有關具體申訴機制依高雄市政府規定。

If Employee requires any assistance in teaching, he/she shall first seek the assistance from Employer. If Employer cannot provide required assistance, Employee may inquire the assistance of Kaohsiung City Government by following the “Procedure for Exposing and Settling Disputes or Complaints Concerning Foreign English Teachers” (See Appendix C).The Substantial mechanism for appeals shall be subject to the regulations of Kaohsiung City Government.

### 17.2.3乙方因爭議而暫停履約，其經爭議處理結果被認定無理由者，不得就暫停履約之期間，要求延長履約期限及薪資給付。

When performance is interrupted by the dispute in which Employee is found unreasonable, Employee shall neither request for extension of performance nor claim salary for the interruption.

## 17.3本契約以中華民國法律為準據法，並以臺灣高雄地方法院為第一審管轄法院。

The law of the Republic of China shall be the governing law of the Contract, and the court of law with jurisdiction of the Employer’s location shall be the jurisdiction court of the first instance for matters that relate to the Contract.

第十八條：契約之解釋

Article 18: Interpretation

## 18.1本契約各條款之效力悉以其內容規定為準，各條款之標題不影響其內容。

The effect of each provision hereunder shall be interpreted by its content irrespective to its titles.

## 18.2契約文件之一切規定得互為補充，如仍有不明確之處，以甲方之解釋為準。

Any and all provisions in the contract documents are complementary to one another. In the event of ambiguities, Employer’s interpretation shall prevail.

## 18.3本契約以中英文方式簽署，但中英文有差異時，應以中文版本為準。

The Contract shall be signed in the Traditional Chinese and English versions. In the event of inconsistences between both versions, the Traditional Chinese version shall prevail.

第十九條：其他

Article 19: Miscellaneous

## 19.1乙方不得將本契約之一部或全部轉讓予他人。

Under no circumstances shall Employee assign part or all of the Contract to a third party.

## 19.2除法律另有規定外，甲方毋須為乙方因任何行為偏差或疏失所造成之損害負責，且甲方無義務協助乙方處理其違法行為所導致的訴訟程序或其他相關事務。

Unless the law otherwise requires, under no circumstances shall Employer assume responsibility for the damage caused by Employee’s deviant behavior or negligence, nor shall Employer be obliged to assist Employee in handling the litigious or other related matters caused by Employee’s unlawful behavior.

## 19.3本契約簽訂後一式三份，甲方、甲方之主管教育行政機關、及乙方各執一份。

The Contract shall be made in three counterparts, and Employer, Employer’s education authority, and Employee shall keep one copy for their own reference.

**甲方：中華民國(學校全銜)**

**Employer： School, Kaohsiung City, the Republic of China.**

甲方(印信) The Employer (Stamp)：

代表人(職章) Representative (Stamp)：

地址：中華民國(台灣)

Address： Dist., Kaohsiung City, the Republic of China.

簽名處(Signature)：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

中華民國 年 月 日

**乙方 (Employee)：** (Teacher’s Name)

地址(Address)：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

國籍(Nationality)：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

護照號碼(Passport No.)：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

簽名處(Signature)：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

日期(D/M/Y):

Appendix A

(附錄 A)

聘僱契約附帶條款

Additional Terms and Conditions to the Employment Contract for Foreign teachers

1. 教學活動

1. Teaching activities

1.1 甲方應控管授課班級學生人數每班至多42人。乙方需準時授課，不得遲到早退，且不得未經同意調代課。若乙方上課遲到5分鐘內，則依乙方每日平均時薪扣款，超過5分鐘後，每5分鐘依乙方每日平均時薪扣款，並以該日薪為上限。乙方如為蓄意行為，經甲方主管單位同意，依據遲到後每隔5分鐘扣減新臺幣100元計算之。除緊急或不可預知事件外，乙方須經甲方事先同意，方可請假。

The number of students in each class to be taught by Employee shall be limited to forty-two (42) students at the most. Employee is required to be on time for classes without being late or finishing early, nor can he/she change the original teaching schedule, substitute, or to be substituted by another teacher without obtaining prior approval from Employer. (If Employee is late for class within 5 minutes, a sum of NT$100 will be deducted from Employee’s salary; if he/she is late after 5 minutes, the sum of NT$100 will be deducted for each late minute, the maximum deduction is up to one daily pay).If Employee did not exhibit tardy on purpose, through Employer’s approval, portion of daily salary will still be deducted. Apart from emergency and force majeure caused events, Employee must obtain Employer’s approval before any leaves.

1.2 乙方不得於課堂中及甲方之正式場合使用粗俗之語言或有不當之行為表現。

Employee shall not use vulgar language or behave improperly in class or at Employer’s official occasions.

1.3 乙方應善盡教學之責任，不得對學生進行體罰或發生影響學生身心健康之情事。

Employee shall teach with good faith and avoid corporal punishment, bullying, or any act that may cause mental and/or physical harm to students.

1.4 乙方於聘僱期間必須與學生保持適當的距離避免身體接觸。

Employee shall keep an arm’s length and avoid physical contacts with students during Employment.

1.5 乙方不得因個人或情緒因素中斷教學活動或提早離開課堂。

Employee shall not interrupt teaching or leave the classroom early due to personal or emotional reasons.

1.6 乙方需參與甲方指派之相關教學會議、課外活動、競賽等。

Employee shall participate in related teaching-related meetings, extracurricular activities, and competitions designated by employer.

1.7 乙方教學表現欠佳時，需接受甲方之輔導並即日改進。

Employee with unsatisfactory teaching performance shall accept Employer’s guidance and make active improvements.

1.8 乙方不得於課堂上傳教。

Employee shall not disseminate religions in class.

1. 教學準備

2. Class Preparation

2.1 乙方應利用課堂外時間充分備課，包括編選教材、撰寫教案、製作教具、批改作業、測驗評量等。乙方所設計之教材或教學活動不得影響學生人身安全。

Employee shall prepare class in private time, including selection and compilation of teaching materials, drawing up lesson plans, making teaching aids, marking (grading) students’ work and test/exam papers. The teaching materials or activities designed by Employee shall cause no harm to the bodily safety of students.

2.2 乙方需與甲方協同教師於每學期開始前充分討論確定教材，並共同擬定課程計畫，各自編列週或月教學計畫，乙方所提列之週或月教學計畫須經甲方認可，方可實施。

Employee must discuss thoroughly with the co-teachers before each semester begins. The discussion shall include the planning of the teaching content and weekly/monthly teaching progressions. The teaching schedule will be practiced only if Employer approves.

3. 行政配合

3. Administrative Cooperation

3.1 乙方應本善意，盡力了解、尊重並適應文化差異，避免於課堂中主觀批評政府及甲方之政策。

Out of goodwill, Employee shall understand, respect, and adjust to cultural differences at his/her best, and avoid criticize the policies of the ROC government and/or Employer in class.

3.2 乙方須遵守甲方相關規定，如參與學校相關行政或學科會議，寒暑假亦然。

Employee shall observe the relevant rules and regulations of Employer, such as participating in related administrative or subject meetings held by the school, including those held in summer and winter breaks.

3.3 乙方須本友善態度，與甲方之教師、行政人員、學生家長及其他外籍英語教師同儕保持良好關係。

In a friendly attitude, Employee shall maintain a good relationship with the teachers and staff of Employer, students’ parents, and other foreign English teachers.

3.4 乙方服儀需保持整潔合宜。

Employee shall dress neatly and tidily.

3.5 乙方不得於甲方校園內持有、使用或閱覽含有成人情色內容之產品及刊物。

Employee shall not possess, use, or read products or printed matters containing pornography or violent contents on campus.

3.6 乙方不得從事危險或違法之活動(含持有及吸食大麻)，並須避免飲酒過量，影響教學能力。

Employee shall not engage in dangerous or illegal (including possession or use of marijuana) activities and shall avoid excessive drinking from affecting teaching ability.

4. 生活常規

4. Standard Living Rules:

4.1 乙方應與居住地區居民保持良好關係，並遵守生活規範，不得夜間喧鬧，製造環境髒亂等。

Employee shall maintain a good relationship with local residents in the community where he/she sides and follow the local customs. Employee shall not disturb others at night and dirty the environment.

4.2 乙方因行為不當，導致居住地區居民抱怨者，甲方得進行了解。如經居民報案或警察糾舉通知甲方者，應予以書面警告乙次，事態嚴重者，視同違約，依本合約第12.1.4條論處之。

If Employee is complained by local residents for improper behavior, Employer may look into the matter. If Employee is reported by the residents or notified by the police regarding his/her misconduct, Employer has the authority to issue a written warning to Employee. A serious case can cause the termination of this Contract for violating Article 12.1.4.

5. 其他

5. Other References:

其他事項依高雄市政府教育局雙語教育推動相關實施計畫內容辦理，並轉知外師。

Please refer to relevant content of the bilingual education programs implemented by the Education Bureau of Kaohsiung City Government for further references. A most comprehensive interpretation from Employer to Employee is required.

Appendix B

(附錄 B)

**外國語文教師健康檢查項目表**

**Health Certificate for Foreign English Language Teacher**

(國名、醫院名稱、地址、電話、傳真) (Country Name, Hospital Name, Address, Tel, Fax)

檢查日期 / Date of Examination

 YYYY / MM / DD

**基 本 資 料/ Basic Data**

|  |  |  |
| --- | --- | --- |
| 姓 名：Name | 性別：□ 男 / M □ 女 / FSex | 照 片Photo |
| 護 照 號 碼：Passport No. | 國 籍：Nationality |
| 居留證號：ARC No. | 出生年月日：YYYY / MM / DDDate of Birth |
| 工作縣市別City/County (Workplace ：in R.O.C.) | 手 機(Mobile Phone)： 住 家(Home Phone) ：  |

**病 史/ Medical History**

曾罹患的疾病/ Prior illnesses：

**身 體 檢 查/ Physical Examination**

|  |  |
| --- | --- |
| 身高/ Height： cms | 頭頸部/ Head and neck：□正常/ Normal □異常 / Abnormal  |
| 體重/ Weight： kgs | 胸部/ Thorax：□正常/ Normal □異常 / Abnormal  |
| 血壓/ Blood pressure： / mmHg | 心臟聽診/ Heart auscultation：□正常/ Normal □異常 / Abnormal  |
| 脈搏/ Pulse： beats/min | 腹部/ Abdomen：□正常/ Normal □異常 / Abnormal  |
| 體溫/ Body temperature： ˚C | 體肢運動/ Locomotion：□正常/ Normal □異常 / Abnormal  |
| 視力/ Vision：右 / Right 左/ Left  | 精神狀態/ Mental status：□正常/ Normal □異常 / Abnormal  |
| 其他/ Others：  |

**實 驗 室 檢 查/ Laboratory Examinations**

|  |
| --- |
| **A. 胸部X光肺結核檢查 / Chest X-ray for Tuberculosis：**X光發現 / Findings： 判定 / Result：□ 合格 / Passed □ 疑似肺結核 / TB suspect □ 無法確認診斷 / Pending □ 不合格 / Failed |
| **B. 梅毒血清檢查** **/ Serological Tests for Syphilis：**檢驗 / Tests：a. □ RPR □ VDRL□ 陽性 / Positive，效價 / Titers □ 陰性 / Negative，效價 / Titers b. □ TPHA □ TPPA □ FTA-abs □ TPLA □ EIA □ CIA□ 陽性 / Positive，效價 / Titers □ 陰性 / Negative，效價 / Titers c. □ other □ 陽性 / Positive，效價 / Titers □ 陰性 / Negative，效價 / Titers 判定 / Result：□ 合格 / Passed □ 不合格 / Failed |
| **C. 麻疹及德國麻疹之抗體陽性檢驗報告或預防接種證明** **/ Proof of Positive Measles and Rubella** **Antibody or Measles and Rubella Vaccination Certificates：**a. 抗體檢查 / Antibody Tests 麻疹抗體 / Measles Antibody □ 陽性 / Positive □ 陰性 / Negative □ 未確定 / Equivocal 德國麻疹抗體 / Rubella Antibody □ 陽性 / Positive □ 陰性 / Negative □ 未確定 / Equivocalb. 預防接種證明 / Vaccination Certificates (證明應包含接種日期、接種院所及疫苗批號；接種日期與出國日期應至少間隔兩週 / The certificate should include the date of vaccination, the name of administering hospital or clinic and the batch no. of vaccine; the date of vaccination should be at least two weeks prior to traveling overseas.) □ 麻疹預防接種證明 / Measles Vaccination Certificate □ 德國麻疹預防接種證明 / Rubella Vaccination Certificatec. □ 有接種禁忌，暫不適宜預防接種 / Having contraindications, not suitable for vaccinationd. □ 申請展延聘僱許可，得免驗 / Not required for the application for extension of the employment permit) |

**健康檢查總結果 / The final result of health examination：**

□ 合格 / Passed □ 須進一步檢查 / Need further examinations □ 不合格 / Failed

負責醫檢師簽章 / Signature of Chief Medical Technologist：

負責醫師簽章 / Signature of Chief Physician：

醫院負責人簽章 / Signature of Superintendent：

日期 / Date：YYYY / MM / DD

備註 / Note：本證明三個月內有效。 / The certificate is valid for three months.

Appendix C

(附錄 C)

外籍英語教師申訴及處理流程

否

是

否

是

繼續申訴

爭議或求助

爭議

高雄市政府教育局組成專案小組

甲方

乙方

中師

(學校)

是否解決？

否

是

是否解決？

是否解決？

高雄市政府

|  |
| --- |
| 說明：外師或中外師之間如有爭議問題或需要協助時，得向甲方提出申訴或請求；甲方有關單位應為適切之處理。甲方處理中外師申訴或求助問題，未獲相關當事人接受時，當事人得逕向高雄市政府教育局申訴或反映。高雄市政府教育局應成立專案小組（如：專家學者或英語科輔導團教師代表、教育局代表、甲方代表各一名），協調中外師爭議或求助問題處理。並以書面作成處理報告。專案小組若能協助解決前述問題，則應持續監督及協助甲乙雙方；若非，當事人得逕向高雄市政府申訴或反映。高雄市政府若能協助解決前述問題，則應持續監督及協助甲乙雙方與教育局；若非，則解僱乙方。前述爭議若可歸責於中師者，則本案交甲方教師評審委員會處理。 |

##### Appendix C

##### (附錄C)

##### Procedure for Exposing and Settling Disputes or Complaints Concerning Foreign English Teachers

No

Yes

No

Appeal

Dispute

Dispute or Request for Assistance

Employee

Local Teacher(s)

An ad hoc team created by Kaohsiung Education Bureau

Employer

Resolved?

Yes

Resolved?

Yes

No

Kaohsiung
City Government

Resolved?

Explanation:

1. When a dispute or a request for assistance arises by/between a local teacher or/and Employee, the issue may be discussed or referred to Employer; and the relevant units of Employer shall deal with the dispute or request with a proper settlement.
2. If the settlement made by Employer is unacceptable to all the parties, an appeal may be filed with the Kaohsiung Education Bureau.
3. An ad hoc team (composed of one representative each from who is a professional or specialist of the Committee for Promoting English Education or acknowledged teachers of advisory panel for English teaching, from Kaohsiung Education Bureau and from Employer ) shall be formed by Kaohsiung Education Bureau to take charge of mediating and settling the dispute or the request for assistance between/from the local teacher and/or Employee; and shall make a report in writing on the results of its consulting efforts.
4. If the preceding issue can be resolved by the assistance of the ad hoc team, the team shall continue supervising and assisting both Employer and Employee; if cannot, an appeal may be filed with the Kaohsiung City Government.
5. If the Kaohsiung City Government can assist to resolve the preceding issue, it shall continue supervising and assisting Employer and Employee; if the issue is still not resolved, Employer shall discharge Employee.
6. If the cause of the preceding issue is attributable to the local teacher, the case shall be referred to the Performance Rating Committee of Employer wherein both teachers serve for an appropriate disposition.

附表一：

**平時教學評鑑表(月評估) Monthly School Assessment**

學校/School:

外師/Foreign Teacher: 月份/Month:

|  |  |  |
| --- | --- | --- |
| 項目/Item | 觀察紀實/Observation | 建議/Suggestions |
| **教學品質/Quality of Teaching ( / 40 )** 註：若評估結果未達30分，請填寫該項具體建議，以供外師參考改進。 |  |  |
| **服務態度/Service Attitude ( / 10 )**註：若評估結果未達7分，請填寫該項具體建議，以供外師參考改進。 |  |  |
| **特別付出 ( / 30 )****Extra Effort in addition to regular teaching hours.*** 用額外時間準備課程/Extra time spent on preparing lessons.
* 協助學生或教師英語相關問題/Helping students or teachers with English questions.
* 課外時間協助低成就學生學習/Extra tutoring for lower-achievement students.
* 教具製作/Making props or posters
* 評量準備與製作/Preparing or making exams.
* 協助學校英語相關活動/Assisting in English related school activities.
* 發展中外師協同教學/Spending time in developing Foreigner-Chinese rapport.
* 觀摩其他教師之教學/Observing other teachers’ classes.
* 主動推展英語活動/Doing extra English activities.
 |  |  |
| **參加每月之課程計畫會議/Attends monthly lesson plan meeting(s). ( / 10 )** |  |  |
| **出席情況（準時上課）/****Attendance（On time for classes）( / 10 )** |  |  |
| **綜合意見/Comments:** |

填表人/Form filled by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

領域召集人/Head Teacher: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

教務處/Educational Affairs Division \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

附表二：

**(學校全銜)觀察回饋表Classroom Observation Feedback**

日期/Date： 觀察者/Observer:

| 回饋項目/Item | 回饋指標/Index | 回饋結果/Result4 3 2 1 | 建議事項/Suggestions |
| --- | --- | --- | --- |
| 一、教學準備與設計Preparation and Design | 1. 教學內容完整明確/Complete and concise teaching contents.
2. 組織的順序、銜接與統整/Organizing of events in a logical sequence for instruction.
3. 符合學生能力與需求，考量個別差異/Meeting the varied needs of learners.
4. 考量教學時間/Appropriate time management.
 | □ □ □ □□ □ □ □□ □ □ □□ □ □ □( / 16 )75%以上為佳Over 75% is desirable. | 註：若評估結果未達4分，請填寫該項具體建議，以供外師參考改進。 |
| 二、教學方法設計運用Use of Techniques | 1. 符合教材性質/Coping with teaching material.
2. 適當運用且多元/Proper use of

techniques in various ways.1. 注意學生聽說讀寫基本能力培養/Prepares 4 basic language skills.
2. 合作學習氣氛的營造/High level of on-task behavior in group activities.
3. 學生作業之有效規劃/Well organized assignments.
4. 建立良好的教室常規與程序/Discipline system and set of procedures.
 | □ □ □ □□ □ □ □□ □ □ □□ □ □ □□ □ □ □□ □ □ □( / 24 )75%以上為佳Over 75% is desirable. |  |
| 三、教學活動Teaching Activities | 1. 使用教具輔助教學/Use of props.
2. 教學方式能顧及不同程度學生之需要/Techniques provided for differences in learning styles.
3. 教師能適當給予學生讚美與增強/Use praise and complements.
4. 能配合教學活動佈置教學情境/Attractive and stimulating environment.
5. 適合學習的教室氣氛/Classroom atmosphere conducive to learning.
 | □ □ □ □□ □ □ □□ □ □ □□ □ □ □□ □ □ □( / 20 )75%以上為佳Over 75% is desirable. |  |
| 四、評量與補救方案設計Assessments and Remedial Teaching Plan | 1. 能依據具體教學目標實施多元且適當的評量/Using multiple assessment to monitor each student’s learning toward teaching/learning object.
2. 調整教學方案設計/Modifying lesson plan according to feedback.
 | □ □ □ □□ □ □ □( / 8 )75%以上為佳Over 75% is desirable. |  |
| 五、教師個人特質Teacher’s characteristics | 1. 教師發音、音量及速度/Pronunciation, tone, volume and speed of speaking.
2. 教師用字、文法適當/Proper and consistent use of grammar and vocabulary.
3. 教師版書條理工整/Handwriting and punctuation.
4. 教師講解清晰有條理/Clear and organized instruction.
5. 教學熱忱/Enthusiasm.
6. 教學態度和藹可親/Friendly, accepting, and encouraging.
7. 精神儀表/Confidence and care taken with appearance: dress code.
8. 特別付出/Special contribution:
9. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 | □ □ □ □□ □ □ □□ □ □ □□ □ □ □□ □ □ □□ □ □ □□ □ □ □□ □ □ □( / 32 )75%以上為可Over 70% is desirable. |  |

附表三：

**外籍英語教師教學週記**

**Foreign English Language Teacher Weekly Teaching Reflection**

|  |
| --- |
| Week: From\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_/週次 |
| Teacher/教師: |
| Teaching Topic/教學主要內容: | Reflections/教學省思: |
| Incident/偶發事件: | Classroom measurement/處理方式: |
| Discussion summary/討論記錄摘要: |
| Reviewed by/審核人: □ 4 □ 3 □ 2 □ 1 ( / 4) |

 Please attach blank sheets for adding more evaluation details / 若書寫不夠請加頁