

教育部引進外籍英語教師專案

Ministry of Education's Foreign English Teacher Recruitment Project

中華民國_____縣/市(立)_____國民中(小)學
聘僱外籍英語教師
契約書

**The Employment Contract Between
Foreign English Teacher and
_____ School, _____ County / City,
Republic of China**

外籍英語教師聘僱契約

Employment Contract for Foreign English Language Teachers

立本聘僱契約人：

_____ 學校（以下簡稱「甲方」），設址於中華民國
_____。

與

_____ 先生 / 女士，為一 _____ 公民，居住於 _____（以下簡稱「乙
方」）。茲於西元 _____ 年 _____ 月 _____ 日簽訂本契約。

This Employment Contract is entered into on _____, _____ by and between the
_____ School of the Republic of China (the "R.O.C.") located at
_____ (hereinafter referred to as "Party A"), and Mr./Ms.
_____, a citizen of _____, and residing at
_____ (hereinafter referred to as "Party B").

雙方為確立聘僱條件，同意遵守下列條款：

Both Parties hereto agree to enter into this Employment Contract, subject to the terms and conditions set out herein 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、研究及諮詢等工作。

1.1 Party A hereby agrees to employ, in accordance with the provisions set out in this Contract, Party B to teach English, to perform research or study activities, and to provide consulting services for Party A.

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。

1.2 Party B hereby agrees to accept the employment offered by Party A, and to provide relevant services and assume his/her responsibilities as set forth in this Contract and in pursuance of the reasonable instructions to be given by Party A.

第二條：試用期間以及聘僱期間

Article 2: Term of Probation and Term of Employment

The Signed Version of Employment Contract with American English Teachers in _____, _____

2.1 乙方之試用期間為受甲方聘僱之日起至屆滿 3 個月為止。在試用期間內，倘甲方認定乙方無法勝任甲方指定之工作，甲方得隨時終止本契約。

2.1 **The term of probation for Party B shall be three (3) months beginning from the date of his/her employment by Party A. During the term of probation, if Party A considers that Party B is incompetent to perform the tasks assigned to him/her by Party A, Party A may forthwith terminate this Contract at any time.**

2.2 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__日為止（以下簡稱「受聘僱截止日」）。若乙方遲於西元____年__月__日後入境臺灣，則其聘僱期間為乙方實際入境臺灣之日起至受聘僱截止日，起算日須以乙方護照上中華民國入出境管理局所蓋入境日期為準，乙方並應於入境臺灣之日後 15 天內將護照背頁及蓋有入境年頁影本提供甲方以增訂為合約附件。

2.2 **Unless obtaining Party A's prior written consent, the term of employment for Party B shall commence from _____, (hereinafter the "Commencement Date") to _____, (hereinafter the "End Date"). If Party B enters Taiwan after _____, _____, the term of his/her employment shall commence from the date when Party B enters Taiwan till the End Date. The date when Party B enters Taiwan shall be the date stamped on Party B's passport by the R.O.C. Immigration Office. Party B shall provide Party A with a photocopy of the cover page and the page with such stamp of Party B's passport within fifteen (15) days upon Party B's entrance to Taiwan, which will be added as an appendix to the Contract.**

第三條：乙方責任與義務

Article 3: Party B'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及甲方所屬之地方政府（下稱「地方政府」）所規定之事項。

3.1 **During the term of this Contract, Party B shall adhere to and abide by all the applicable laws and regulations of the R.O.C., and all the applicable rules and regulations of Party A and the local County (City) Government whose jurisdiction Party A is in (hereinafter the "Local Government"), as well as all rules and regulations as may be prescribed and promulgated at any time or from time to time by them.**

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，含教學相關活動等工作。

The Signed Version of Employment Contract with American English Teachers in _____, _____

3.2 Party B agrees to serve as a teacher for Party A, and shall perform the prescribed work required in Appendix A of this Contract, including relevant teaching activities.

3.3 乙方工作時間為每週 5 天，每天工作時數為 8 小時，自上午 時 分至下午 時 分，寒暑假期間則配合學校行政人員工作時間彈性調整。除甲方另有規定外，於工作時間內，乙方應留在甲方校園內。

3.3 Party B shall work five (5) days a week, and eight (8) hours per day, from am. to pm. The working hours during the winter and summer vacation shall be adjusted to from am. to pm. according to Party A's regulations. Unless otherwise expressly specified by Party A, during the working hours, Party B shall stay on Party A's campus.

3.4 【註：簽聘僱合約時，甲方究為國中或中學或中學或國小應已確定。應於 A 方案及 B 方案中明確選擇其一，另一方案予以刪除。】 [NOTE: When the two parties agree to sign the contract, it should be specified that Party A is either an elementary school or a junior high school or a high school or. So, one of the following A and B cases should be selected, and the other should be deleted.]

【A 方案：甲方為國中或中學時使用】乙方擔任甲方班級授課節數為每週至多 22 節，一節為 45 或 50 分鐘。其授課節數包含會同本國教師進行之班級協同教學及為本國教師研習進修活動所施予之教學等。此外，甲方並得視實際需要安排乙方進行必要之教學行政工作。又若經甲方書面同意，乙方之教學得免有本國教師會同。

【B 方案：甲方為國小時使用】乙方擔任甲方班級授課節數為每週至多 24 節，一節為 40 分鐘。其授課節數包含會同本國教師進行之班級協同教學及為本國教師研習進修活動所施予之教學等。此外，甲方並得視實際需要安排乙方進行必要之教學行政工作。又若經甲方書面同意，乙方之教學得免有本國教師會同。

3.4 [Case A: If Party A is a junior high school or a high school]

The number of classes for Party B to perform for his/her teaching shall, at the maximum, be twenty-two (22) classes per week (forty-five (45) or fifty (50) minutes per class), including conducting joint teaching activities with local teachers, providing lessons or trainings to local teachers, and/or etc. In addition to the above classes, Party A may, depending on actual requirements, assign Party B to do necessary teaching and administrative work. Besides, if with a written consent of Party A, Party B may teach without a local teacher's company/assistance.

[Case B: If Party A is an elementary school]

The number of classes for Party B to perform for his/her teaching shall, at the maximum, be twenty-four (24) classes per week (forty (40) minutes per class), including conducting joint teaching activities with local teachers, providing lessons or trainings to local teachers, and/or etc. In addition to the above classes, Party A may, depending on actual requirements, assign Party B to do necessary teaching and administrative work. Besides, if with a written consent of Party A, Party B may teach without a local teacher's company/assistance.

- 3.5 乙方同意在所定工作時間內全心全力提供服務，且必要時，同意視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。
- 3.5 Party B agrees to do his/her best in providing the services as required in this Contract during the scheduled work hours, and to work, when necessary, during extended work hours and/or on any holiday depending upon the actual requirements of Party A. Party B's rights and obligations for the above work should be based on the relevant regulations that local teachers are subject to.
- 3.6 甲方得視需要調整乙方之工作地點 (包括但不限於增加進行教學活動之學校)，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。甲方應依法為乙方向行政院勞工委員會申請聘僱許可 (工作許可)，完成聘僱程序；其他定期教學活動學校 (如有) 亦應依相關規定申請聘僱許可 (工作許可)。
- 3.6 Party A may, depending on Party A's need, make adjustments to the work place of Party B (including but not limited to increasing the number of schools where teaching is required), and inform Party B in advance; provided, however, that such adjustment shall do nothing to prejudice Party B's salary rate and/or other welfare benefits. Party A needs to apply to the Council of Labor Affairs, Executive Yuan for Party B's employment permit (work permit), in order to finish the employment procedure in accordance with the laws. The other schools where periodical teaching is required (if any) also need to apply for employment permit (work permit) pursuant to relevant regulations.
- 3.7 乙方同意地方政府及甲方得於乙方進行學校活動時進行錄影、攝影，且地方政府及甲方有權使用拍攝之照片及錄影帶。但地方政府及甲方應於活動前事先告知乙方。
- 3.7 Party B agrees that the Local Government and/or Party A may make videotapes and take photographs while Party B is teaching or taking part in any of the

The Signed Version of Employment Contract with American English Teachers in _____, _____ school's activities, and that the Local Government and/or Party A shall have the right to make use of such photographs and videotapes so taken and made; provided, however, that the Local Government and/or Party A shall inform Party B in advance of such requirements prior to conducting such activities.

3.8 乙方應提供申請聘僱許可 (工作許可) 之相關文件，並於接獲錄取通知後，即刻至當地國合格設立之醫療機構辦理體檢 (體檢表格如附表一)，並向當地國法定授權機構申請有效之刑事證明文件，且自行負擔相關體檢、刑事證明文件及簽證之費用。但申請聘僱許可 (工作許可) 所需之審查費新台幣 500 元，由甲方負擔。乙方須保證本身身心健康且經相關健康檢查合格，且未經任何法院刑事判決認定有罪。若乙方經查獲提供不實申辦資料或證件，甲方得依第 12 條或第 13 條規定終止聘僱契約。又乙方於聘僱開始前，須將前述健康檢查合格證明及有效之刑事證明文件送經距乙方居住地最近之甲方駐外單位認證後，並交予甲方。

3.8 Party B shall provide relevant documents for applying for the employment permit (work permit), and have a health examination (see the health examination form in the *Table* of this Contract) at a public or private hospital which is acceptable to the health authority and apply to the designated authority for a valid criminal record check in his/her country immediately upon receiving a letter of admission. Party B shall bear the relevant physical examination, criminal record check and visa costs. However, Party A should bear the service fee cost for applying for the employment permit (work permit), which is, NT\$500. Party B needs to ensure himself/herself to be physically and mentally healthy and have good health as qualified by relevant health examination(s). Party B shall also ensure him/her has never been convicted of a criminal offense by any court. If Party B is found to have provided false information or documents required therefore, Party A may terminate the Contract in accordance with Article 12 and 13. Before the employment, Party B has to hand over the preceding qualified health examination certificate(s) and valid criminal record check to be reviewed by the Taipei Economic and Cultural Office which is nearest from Party B's residence; and after the review, Party B needs to submit the documents to Party A.

3.9 【註：簽聘僱合約時，乙方為初次參與本專案或續約(專案)者，應已確定。應於 A 方案及 B 方案中明確選擇其一，另一方案予以刪除。】 [NOTE: When the two parties agree to sign the contract, it should be specified that Party B is joining the project for the first time or he/she is renewing the contract or continuing to participate in the project. So, one of the following A and B cases should be selected, and the other should be deleted.]

The Signed Version of Employment Contract with American English Teachers in _____, _____

【A 方案：乙方為初次參與本專案者時使用】 乙方自美國或其他國家之居住地最近之國際機場來臺之單程經濟艙機票，由**招募單位(機構)**代為統一購買；乙方應妥善保留來臺之**機票票根或登機證**，於乙方入境後繳交予**教育部或甲方**人員。乙方由臺灣返回美國或其他國家之居住地最近之國際機場之單程經濟艙機票，**由甲方補助**，機票額度及補助條件依本契約第 4.3 條辦理，**乙方應先自行購買回程機票並於離臺前**，將其**回程機票及購票證明**交甲方影印，乙方並應於離臺後 2 個月內，將**回程機票票根或登機證及購票證明**寄予甲方，**以便甲方支付乙方回程機票款。**

【B 方案：乙方為續約(專案)者時使用】 乙方為履行續約(專案)，自美國或其他國家之居住地最近之國際機場來臺之單程經濟艙機票，**由乙方先自行購買並於乙方完成簽約且來臺後**，由甲方依乙方來臺之**機票票根或登機證及購票證明**核實補助。乙方由臺灣返回美國或其他國家之居住地最近之國際機場之單程經濟艙機票，**由甲方補助**，乙方**應先自行購買回程機票並於離臺前**，將其**回程機票及購票證明**交甲方影印，乙方並應於離臺後 2 個月內，將**回程機票票根或登機證及購票證明**寄予甲方，**以便甲方支付乙方回程機票款。**若乙方購買自美國或其他國家之居住地最近之國際機場來臺與離臺之**來回程經濟艙機票**，於乙方完成簽約且來臺後，甲方應依乙方之**機票票根或登機證及購票證明**核實補助一半之費用，並應**回收乙方之登機證或將其機票票根正本**影印後退還乙方；**回程機票費用部分**，甲方亦應依乙方之**機票票根或登機證及購票證明**核實補助一半之費用，乙方應於離臺後 2 個月內，將**回程機票票根或登機證及購票證明**寄予甲方，**以便甲方支付乙方回程機票款。**機票額度及補助條件依本契約第 4.3 條辦理。

3.9 [Case A: If Party B participates in the project for the first time.]

A one way, economy-class airfare ticket to Taiwan from the nearest international airport and Party B's residence in The United States or other countries should be purchased by the recruitment agency; Party B should keep the ticket stub or the boarding pass and give it to the designated person at the Ministry of Education or Party A upon arrival in Taiwan. The one way, return, economy-class airfare ticket from Taiwan to the nearest international airport of Party B's residence in The United States or other countries shall be reimbursed by Party A. The airfare value and reimbursement conditions should be subject to Section 3.4. Party B shall purchase the return ticket first himself/herself before he/she departs from Taiwan, he/she should provide the return ticket and the air-ticket purchase receipt and/or certificate to Party A for keeping a copy thereof. Party B shall send back the return ticket stub or the boarding pass and the air-ticket purchase receipt and/or certificate to Party A within two (2) months after he/she departs from Taiwan so that Party A can reimburse Party B the airfare.

[Case B: If Party B renews the contract or continues to participate in the project.]

The one way, economy-class airfare ticket to Taiwan from the nearest international airport from Party B's residence in The United States or other countries, which is for Party B to renew the contract or continue to participate in the project, **shall** be purchased by Party B **first**. **After Party B has finished signing the contract and come to Taiwan,** Party A shall reimburse Party B the airfare for one way economy class ticket to Taiwan according to **the exact fee** indicated on Party B's **ticket stub and the air-ticket purchase receipt and/or certificate**. **Party B should submit the stub or boarding pass and the purchase receipt and/or certificate to Party A for the reimbursement.** The one way, **return**, economy-class airfare ticket to the nearest international airport of Party B's residence in The United States or other countries from Taiwan **shall** be **reimbursed** by Party A. **Party B should purchase the return ticket first himself/her self and before he/she** departs from Taiwan, **he/she** should provide the return ticket and the air-ticket **purchase receipt and/or certificate** to Party A for making a photocopy thereof. Party B shall send back the return ticket stub **or the boarding pass and the air-ticket purchase receipt and/or certificate** to Party A within two (2) months after he/she departs from Taiwan **in order that Party A can reimburse Party B the fare.** If Party B purchases **the round trip** plane ticket to/from Taiwan from/to the nearest international airport from Party B's residence in The United States or other countries, **after Party B has finished signing the contract and come to Taiwan,** Party A shall reimburse Party B for half of **the exact fee** indicated on Party B's **ticket stub and the air-ticket purchase receipt and/or certificate**. Party A shall **keep Party B's boarding pass or** make a photocopy of Party B's ticket stub and then return the original to Party B. As to the **return**-trip plane ticket, Party A shall **also** reimburse Party B for half of the exact fee indicated on Party B's ticket stub and the air-ticket purchase receipt and/or certificate. Party B shall send back the return ticket stub **or the boarding pass and the air-ticket purchase receipt and/or certificate** to Party A within two (2) months after he/she departs from Taiwan **so that Party A can reimburse Party B the airfare.** **The airfare value and reimbursement conditions should be subject to Section 3.4.**

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：

4.1 Salary: Party A shall pay Party B the following remunerations based on the scope

of duties of, and the services rendered by Party B:

4.1.1. 月薪：甲方提供乙方之月薪為新台幣【學士：60,890 元】 / 【碩士：67,925 元】 / 【博士：70,895 元】 (依附錄 B 之規定，按乙方之最高學歷與教學年資核計薪級。教學年資以在國內外公立學校及國內已立案之私立學校任教期間始計入，又不足年及實習年資不計入。另附錄 B 如經教育部調整時，應以調整後之規定辦理)

4.1.1. **Monthly Salary:**

Party A shall provide Party B with a monthly salary of NT\$ [60,890 (if Party B has a bachelor's degree) / 67,925 (if Party B has a master's degree) / 70,895 (if Party B has a doctoral degree.)] (Party B's salary rate is based on his/her highest education level and amount of teaching experience, and calculated in accordance with Appendix B. The amount of Party B's teaching experience only includes the year(s) he/she has taught at a public government school within or outside of the R.O.C. or a registered private school in the R.O.C. Less than one year or a practicum period will not be considered. If Appendix B is revised by the Ministry of Education, the revised version shall govern.)

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，甲方應支付超過部份之鐘點費【甲方為國小時，每節新台幣 325 (260×1.25) 元】 / 【甲方為國中或中學時，每節新台幣 450 (360×1.25) 元】。併入次月薪資發給。【註：簽聘僱合約時，甲方究為國中或中學或國小應已確定。應於二方案中明確選擇其一，另一方案予以刪除。】

4.1.2 **Overtime Pay for Teaching Work:**

Party B shall have the obligation to support the teaching requirements of Party A. In case the total number classes he/she teaches exceeds the basic teaching time hereinabove specified, Party A shall pay to Party B the overtime pay for the portion of teaching time in excess of the basic teaching hours (If Party A is an elementary school, at an overtime pay rate of [NT\$325 per 40-minute class] / [If Party A is a junior high school or a high school, NT\$450 per 45 or 50-minute class]; which will be paid together with the monthly salary payable for the following month).

4.2 考核獎懲：甲方應至少每 2 個月對乙方進行一次書面考核，並於每年聘僱期間屆滿前完成所有考核，並依其考核結果給予下列獎懲，若乙方得有考核獎金，則甲方應於給付乙方最後 1 個月薪資時，併同給付。惟若聘僱期間未滿一年，則下列各款考核獎金依乙方實際受聘僱月份佔 12 個月之比例計算：

4.2 Evaluation and Performance Incentives:

Party A shall make a written evaluation of the performance of Party B at least once every two (2) months, and complete all evaluations by the end of the term of employment. Party A shall pay performance incentives to Party B on the basis of the evaluation rules as follows. If Party B is to be paid performance incentives, Party A shall pay them with the salary of the last month to Party B. However, if the term of employment is less than one (1) year, the performance incentives for each of the following items should be calculated in proportion to the exact number of months that Party B is employed out of twelve (12) months.

4.2.1 考核評等為甲等者(80 分以上), 且事病假合計不超過 14 天並無曠職紀錄者, 發予月薪一個月考核獎金。

4.2.1 A one-month-salary performance incentive will be payable to Party B with a grade A performance rating (equal to a score of 80 points or above), and if Party B is never absent, and personal leave and sick leave combined are no more than fourteen (14) days.

4.2.2 考核評等為乙等者(70 分以上, 未滿 80 分), 或事病假合計超過 14 天但不超過 28 天且無曠職紀錄者, 發予月薪半個月考核獎金。

4.2.2 A half-month-salary performance incentive will be payable to Party B with a grade B performance rating (equal to a score of 70 points or above, but less than 80 points), or if Party B is never absent, and his/her personal leave and sick leave combined are more than fourteen (14) days but no more than twenty-eight (28) days.

4.2.3 考核評等為丙等者(未滿 70 分), 或事病假合計超過 28 天或有曠職紀錄者, 不發予考核獎金, 甲方並得與乙方終止本契約。

4.2.3 No performance incentive will be payable to Party B with a grade C performance rating (less than 70 points), or for being absent, or his/her personal leave and sick leave combined are more than twenty-eight (28) days. In addition, Party A may terminate this Contract with Party B.

4.3 交通：甲方或教育部應提供乙方從美國或其他國家居住地最近之國際機場直飛來臺之來回經濟艙機票各乙張, 配偶或 1 名直系血親之眷屬於乙方來臺 3 個月內隨同來臺者, 亦同, 並應協助接機。惟乙方及其配偶或 1 名直系血親之眷屬若係由美國以外之國家來臺, 甲方補助之機票款不得高於乙方在美國居住地最近之國際機場直飛來臺之經濟艙機票款。若乙方及其配偶或 1 名直系血親之眷屬於美國並無居住地, 則甲方補助之機票款不得高於在美國首都最近之國際機場直飛來臺之經濟艙機票款。若乙方之配偶及其直系血親之眷屬隨同乙方來臺與離臺, 則以補助 1 名為限。乙方應提出配偶或直系血親之

The Signed Version of Employment Contract with American English Teachers in _____, _____ 親屬關係證明文件予甲方。又，本契約因第 12 條或第 13.1 條規定而終止或乙方服務未滿 6 個月即提前終止聘僱契約時，其返回美國或其他國家之回程機票及相關費用應由乙方自行負擔，配偶及其他直系血親眷屬隨同來臺之回程機票及相關費用，亦同。又，乙方及其配偶或 1 名直系血親之眷屬應自行負擔其行李超重托運費。

4.3 Transportation:

Party A or the Ministry of Education of the R.O.C. shall provide Party B and his/her spouse or one (1) lineal blood relative, if coming with Party B to Taiwan within three (3) months after Party B's arrival, each with a round-trip, economy class, air ticket to/from Taiwan from/to the nearest international airport from Party B's residence in the United States or other countries; and shall arrange for pick-up service at the Taiwan airport upon their arrival in Taiwan. However, if Party B and his/her spouse or one (1) lineal blood relative come to Taiwan from other countries, the reimbursed airfare should not be more than that to/from Taiwan from/to the nearest international airport in their residence in The United States. If Party B and his/her spouse or one (1) lineal blood relative do not have a residence in The United States, the airfare reimbursed by Party A should not be more than that to/from Taiwan from/to the nearest international airport in the capital of The United States. If Party B's spouse and lineal blood relative(s) have come with him/her to Taiwan, Party A will reimburse only one of their tickets to/from Taiwan. Party B shall provide Party A with documentary proof of the relationship between Party B and his/her spouse/relative by blood. Also, in case the Contract is terminated in accordance with Article 12 and Section 13.1 or Party B terminates the Contract within the first six (6) months of service, Party B himself/herself shall bear the cost of the return ticket and relevant expenses for him/her, his/her spouse and other lineal blood relative to The United States or other countries. Moreover, Party B and his/her spouse or one (1) lineal blood relative should bear their overweight luggage fee.

- 4.4 房租津貼：甲方未能提供乙方宿舍者，甲方應補助乙方單身者每月新台幣 5,000 元房租津貼，攜眷者新台幣 10,000 元。眷屬未於臺灣與乙方同住者，乙方視為單身，又乙方應提出親屬關係證明文件予甲方。但甲方於集中職前培訓期間所提供之住宿安排或房租津貼，僅包括乙方本人。若乙方不接受甲方提供之宿舍，則須由地方政府及甲方確認同意後，始可在外租屋。

4.4 Rent allowance:

Should Party A not be able to provide Party B with dormitory accommodation, Party A shall provide Party B with a rent allowance in the amount of NT\$5,000 for a

The Signed Version of Employment Contract with American English Teachers in _____, _____ single teacher, or NT\$10,000 for a teacher with a spouse/lineal relative(s) by blood per month. If Party B's spouse/lineal relative(s) by blood do not live with Party B in Taiwan, Party B is deemed single. Party B shall provide Party A with documentary proof of the relationship between Party B and his/her spouse/relative(s) by blood. However, during the period of orientation/pre-work training, the accommodation arrangement or rent allowance will be provided only for Party B himself/herself. If Party B does not accept the dormitory accommodation provided by Party A, Party B may rent a house only with the prior confirmation and approval of Party A and the Local Government.

- 4.5 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百分之三十之保費，及勞工保險百分之二十之保費。

4.5 Insurance:

Party B is required to enroll in the National Health Insurance Policy and the Labor Insurance Program, and is obligated to pay, in accordance with the laws, at his/her own expense, a portion of the insurance premium in an amount equal to 30% of the total premium charged to him/her under the National Health Insurance Policy, and an amount equal to 20% of the total premium charged to him/her under the Labor Insurance Program, respectively.

- 4.6 給薪：乙方之薪資以及房租津貼給付日期為每月【5】日（理律註：建議教育部統一規定）（以下稱「給薪日」），前揭薪資以及房租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。乙方應於給薪前一天確認付款明細。請假扣薪部分，於下月薪資扣除。
【註：簽聘僱合約時，甲方給付薪資日期為每月何日應可得確定。故應為明確之規定。】

4.6 Payment Date:

Payment date of salary and rent allowance shall be the 【fifth (5)】 day of each calendar month (hereinafter referred to as the "Payment Day"). The salary and rent allowance receivable by Party B for each month will be remitted to Party B's account number as opened by Party B with a financial institution in Taiwan on the Payment Date of the next month. Party A shall deliver to Party B the statement of payments prior to the Payment Day, while Party B shall, one day before the Payment Day, confirm the statement of payments. As to the portion of salary to be withheld in respect of the excessive days of leave taken by Party B in the current month, if any, it will be withheld from the salary payable to Party B for the next month. [NOTE: When the two parties agree to sign the contract, the Payment Date should be made sure so that it should be clearly defined.]

第五條：休假、請假

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

5.1 乙方除享有國定放假日與例假日外，每年並享有 10 天給薪年假(於寒暑假期間實施為原則)。甲方有權要求乙方於寒暑假期間，每週至少進行相當於 15 節課之教學或教學計畫撰寫、學生英語社團活動、教師研習活動等。

5.1 Party B shall be entitled to a 10-day annual leave with pay, which should be taken within the winter and summer vacations in principle, in addition to national holidays and regular holidays. Party A shall have the right to demand that Party B teach, write lesson plans, participate in student English club activities or teachers' workshops and so on, which are equal to fifteen (15) classes at least, each week, during the winter and summer vacations.

5.2 乙方有關婚假、產前假、陪產假、娩假、流產假、喪假、公假等本契約未規範事宜，依地方政府及甲方相關規定辦理。

5.2 With regard to wedding leaves, prenatal leaves, maternity caring leaves, maternity leaves, miscarriage leaves, funeral leaves, official leaves and those are not stipulated in this Contract to be taken by Party B, the relevant rules and regulations adopted by the Local Government and Party A shall govern.

5.3 乙方每年請事假超過 5 天者按日扣薪；每年請事病假合計超過 14 天者按日扣薪。乙方請任何事病假時，若有課務，應與本國教師協調調課，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。

5.3 Party B shall be entitled, within an academic year, to take a personal leave for an aggregate period of no more than five (5) days; both personal leave and sick leave for an aggregate period of no more than fourteen (14) days; and shall be subject to a salary reduction on a daily basis for each day beyond the fifth day of allowable personal leave, or the fourteenth day of allowable personal sick and sick leave. If Party B has any class(es) when he/she takes a personal leave or a sick leave, then he/she need to negotiate with local teacher(s) to transfer the class(es), or complement the class(es), or pay the tuition fee(s) for the class(es) to Party A. The amount of the tuition fee is the same as the overtime pay in Item 4.1.2.

5.4 若甲方要求乙方於寒暑假期間回校協助教學行政工作，乙方不得拒絕。

5.4 Should Party A require Party B to return to the school during school's winter or summer vacation to provide assistance in performing teaching and administrative

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work, Party B shall not reject, but comply therewith.

5.5 前述規定給假應由甲方准駁之。乙方請假時，須依甲方之請假手續於事前辦理。乙方其他特別狀況之請假，亦由甲方依個案准駁之。

5.5 Any application for leave or vacation in the above provisions shall be approved/disapproved by Party A. Party B shall comply with Party A's procedures and apply for leave or vacation in advance. Any application for additional leave or vacation not provided in the above provisions shall also be subject to approval/disapproval of Party A.

第六條：納稅義務

Article 6: Taxation

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

Party B shall file his/her own income tax return with the competent tax authority and shall make tax payment in accordance with the laws if income tax shall be leviable or his/her income derived from his/her performance of this Contract; while Party A shall effect the income tax withholding in respect thereof in accordance with the R.O.C. applicable laws.

第七條：兼職

Article 7: Part-time Job

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，視為違約，乙方除須依約給付違約金外，如經甲方終止本契約，並應立即離境。

Unless obtaining Party A's prior written consent, Party B shall not engage in any part-time job, with or without pay. Otherwise, Party B shall be deemed to have breached this Contract and shall be liable for payment of punitive penalty under this Contract. Should Party A thus terminate this Contract, Party B shall depart from Taiwan immediately.

第八條：智慧財產權

Article 8: Intellectual Property

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

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權利。

Party B agrees that, if, during the term of employment with Party A, he/she accomplishes or conceives any creation, works or intellectual property in any other forms as a result of his/her job duties, the proprietary rights to such intellectual property shall be vested in Party A without any additional compensation to Party B. Party B shall notify Party A upon accomplishment of the creation, works, or intellectual property, and shall take all actions and execute such documents as may be necessary and reasonably required, so as for Party A to obtain complete, proprietary, and legal title to such intellectual property.

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。

Any and all the confidential information of Party A which comes to the knowledge of or is in the possession of Party B as a result of the performance of his/her duties under this Contract shall be kept confidential, and shall not be disclosed to any third party, nor shall Party B make use thereof for his/her own or for any other person's benefit without Party A's prior written consent.

第十條：返還甲方之財產

Article 10: Return of Property of Party A

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。

Party B shall immediately, upon the termination of this Contract, deliver to Party A any and all documents which may have been prepared or made by Party B or have come into his/her possession in the course of his/her employment with Party A, and shall return any properties owned by Party A. Party B agrees that the title and intellectual property rights thereto shall be vested in Party A.

第十一條：不可抗力及其他免責條款

Article 11: Force Majeure and Other Indemnifications

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

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影響本契約一部或全部之履行者。

11.1 Events of Force Majeure as referred herein shall mean any incidents, conditions or circumstances not attributable to both Parties, beyond the control of either Party, or unforeseeable and unavoidable by either Party notwithstanding the exercise of due diligence by either Party or the Parties, and either Party is prevented from carrying out any of its obligations under this Contract as a result thereof.

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。

11.2 The Party claiming to be affected by the event of Force Majeure shall use its best efforts in good faith to mitigate the adverse effects resulting from the event of Force Majeure and to perform its obligations under this Contract to the extent possible and in conformity with the provisions of this Contract.

11.3 因不可抗力事由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。

11.3 Where either Party hereto is incapable, or has delayed or has failed, to perform in time its obligations under this Contract due to any cause of Force Majeure, it shall be permitted to perform its relevant obligations promptly after the termination of the event of Force Majeure, without being subject to any default liabilities; or the affected Party hereto may be exempted from performance of such obligations should it no longer be fulfillable in nature.

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。

11.4 The Parties hereto shall continue to perform their respective obligations under this Contract if such obligations could be performed on a continuous basis after the occurrence or the ending of the cause of Force Majeure.

第十二條：違約

Article 12: Default of the 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，並得要求乙方立即離境：

12.1 Any of the following circumstances shall constitute a default of this Contract by Party B, and Party A may forthwith terminate this Contract immediately and shall be entitled to ask Party B to depart Taiwan immediately:

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12.1.1 乙方於聘僱期間未經甲方同意而自行離職、兼職，或經發現違反聘僱許可（工作許可）規定者。

12.1.1 Where Party B withdraws from his/her duty or engages in any part-time job during the term of this Contract without the prior consent of Party A; or is found to have acted contrary to the rules set out in his/her employment permit (work permit).

12.1.2 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）。

12.1.2 Where Party B has violated the laws of the R.O.C. (Party A shall not be obligated to assist Party B in handling the litigation procedure or any other relevant matter resulting from his/her unlawful act).

12.1.3 乙方有損及中華民國政府或甲方之名譽之行為者。

12.1.3 Where the conduct of Party B has jeopardized the reputation of the R.O.C. Government or Party A.

12.1.4 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。

12.1.4 Where Party B refuses to take a physical examination, or has failed the physical examination because he/she is infected with a statutory major contagious disease.

12.1.5 乙方拒絕提供相關文件致無法辦理聘僱許可（工作許可）或經查獲提供不實申辦資料或證件者。

12.1.5 Where Party B refuses to provide relevant documents and thus has impeded the process of applying for the employment permit (work permit), or he/she is found to have provided false information or documents required therefore.

12.1.6 乙方無故連續曠職 3 天或累計曠職達 5 天者。

12.1.6 Where Party B is absent without cause for a period of three (3) consecutive days, or has had an accumulated record of being absent without cause for five (5) days.

12.1.7 乙方違反附錄 A 所含各項規定，經地方政府組成之專案小組（組成方式見附錄 C）正式書面警告達 3 次以上者。

12.1.7 Where Party B has acted contrary to any of the provisions set out in Appendix A hereto, and has received three (3) written warnings given by

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**an ad hoc team (See Appendix C for group composition) formed by the
Local Government.**

12.2 乙方如有前述任何違約之情事，應支付甲方相當於 1 個月薪資之懲罰性違約金。前述違約金，甲方得自行由應付予乙方之薪資以及津貼中扣除。

12.2 In the event of any default by Party B as set forth in the preceding Section 12.1, Party B shall be liable for the payment of a punitive penalty to Party A in an amount equal to one-month's salary which may be withheld by Party A from among the salary and other allowances payable to Party B hereunder.

第十三條：其他終止事由

Article 13: Termination

13.1 乙方有下列情形之一者，甲方得立即終止本契約：

13.1 Party A may immediately terminate this Contract in any of the following events:

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。

13.1.1 Where Party B becomes seriously ill or is infected with any statutory contagious disease during the term of his/her employment so as to become incapable to continue his/her teaching work, and his/her illness cannot be cured within one (1) month.

13.1.2 經地方政府組成之專案小組評定，核屬因其他因素失去工作能力者。

13.1.2 Where Party B has lost his/her working capability on account of any other reason, as evaluated and confirmed by an ad hoc team appointed by the Local Government.

13.1.3 經地方政府組成之專案小組評定，核屬無法勝任教學工作者。

13.1.3 Where Party B is incompetent to engage in teaching work, as evaluated and confirmed by an ad hoc team appointed by the Local Government.

13.2 經甲方書面同意，乙方亦得提前終止本契約。

13.2 Party B may terminate this Contract before expiration of the term of employment with a written consent of Party A.

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

13.3 If Party A is unable to provide the work to Party B during the term of employment for any reason, Party A shall pay to Party B a severance pay in an amount equal to one-month's salary payable to Party B hereunder.

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 their comprehensive understanding of the contents set forth herein which have been discussed adequately between the two Parties, and agree that this Contract shall entirely represent the mutual assent of both Parties hereto, and that this Contract shall supercede any and all prior oral and written contracts, undertakings, and documentations in connection with the subject hereto. No amendment to this Contract shall be binding or have any legal effect until reduced to writing in a contract duly executed by the Parties hereto for the purpose of amending this Contract.

第十五條 通知

Article 15: Notices

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。

Any notice given hereunder shall be effective only when it is made in writing and delivered to the other Party unless there is indeed a difficulty otherwise.

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。

The provisions of this Contract are severable. Should any provision hereof be determined to be invalid or lack enforceability by any of the courts having jurisdiction, it shall in no event affect the validity or enforceability of any other paragraph, clause, or provision whatsoever. Should any provision be found to be invalid or not

The Signed Version of Employment Contract with American English Teachers in _____, _____ enforceable, such provision, if at all possible, shall be reformed to reflect the original intention of the Parties.

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。

17.1 Any dispute arising out of or in connection with this Contract shall be negotiated and settled in good faith and amicably in accordance with applicable laws and regulations, as well as related provisions of this Contract.

17.2 履約爭議發生後，履約事項之處理原則如下：

17.2 The Parties agree that any disputes arising out of or in connection with this Contract shall be resolved by 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。

17.2.1 With respect to the parts irrelevant to the dispute nor affected thereby, the Parties shall continue to perform their obligation unless otherwise agreed to by Party A.

17.2.2 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，不得就暫停履約之部分要求延長履約期限或免除契約責任。

17.2.2 Should Party B suspend his/her performance due to the dispute thereof, he/she shall not be entitled to any extension of period of performance of the Contract, nor any exemption from his/her obligations hereunder if the result of dispute resolution is not in favor of Party B.

17.2.3 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向地方政府請求協助；地方政府未能提供協助時，乙方得向教育部請求協助。乙方應依「外籍英語教師申訴及處理流程」(參見附錄 C)提出申訴。有關具體申訴機制依地方政府規定。

17.2.3 If Party B needs any assistance in everyday living or teaching, he/she shall first seek the assistance of Party A. If Party A cannot provide assistance, Party B may seek the assistance of the Local Government. If the Local Government is unable to assist, the last resort shall be the Ministry of Education. Party B shall comply with the "Procedure for Exposing and Settling Disputes or Complaints Concerning Foreign English Teachers" (see Appendix

C). The substantial mechanisms for appeals shall be prescribed by the Local Government.

17.3 本契約以中華民國法律為準據法，並以甲方所屬縣市管轄之地方法院為第一審管轄法院。

17.3 This Contract shall be construed and governed by the laws of the R.O.C. Any disputes in connection with this Contract shall be submitted to the jurisdiction of the district court of the city/county which governs Party A as the court of first instance trial.

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。

18.1 The effect of each provision of this Contract shall be interpreted by its content, while the headings of each provision of this Contract shall be for reference only and shall not affect the content of each provision herein.

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。

18.2 Any and all provisions in this Contract and the attached documents may be reference to each other. In the event of any ambiguity, Party A'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。

18.3 This Contract is executed in both Chinese and English versions. In the event of any discrepancy between these two versions, the Chinese version shall prevail.

第十九條：其他

Article 19: Other Covenants

19.1 除經甲方事前之書面同意外，乙方不得將本契約之一部或全部轉讓予他人。

19.1 Without Party A's prior written consent, Party B shall not assign this Contract, in part or in whole, to any third party.

19.2 如甲方與乙方擬於下年度續約，得於甲方確認地方政府同意後，依本契約之條款繼續辦理，甲方並應依法於聘僱期滿前為乙方展延聘僱許可（工作許可）。然若乙方擬繼續參與本專案，但想調至其他縣市之學校，乙方須於聘僱期滿3個月前，填寫附錄 D 之意願表併同相關資料（如護照、學歷、教師證或所有成績單等資料影本）交予甲方，再由甲方與地方政府，連同推薦繼

The Signed Version of Employment Contract with American English Teachers in _____, _____
續聘僱乙方與否之意見，轉交予教育部參考及協助辦理。

19.2 Should Party A and Party B intend to renew this Contract for the next school year, a renewal may be consummated by both, after Party A clarifies with the Local Government as to the agreement in accordance with the terms and conditions of this initial Contract. Party A shall, in accordance with the laws, help Party B extend his/her employment permit (work permit) before the date of expiration of the employment term. However, if Party B intends to continue with the Project but intends to go to schools in another county/city, he/she shall fill in the pledge form found in Appendix D three (3) months before the expiration date of the term of employment and shall submit it with the relevant documents, like copy of passport, diploma, teaching certificate or all transcripts, to Party A. Party A and the Local Government shall submit the appropriate documents along with their recommendation/opinion regarding the renewal of Party B's employment to the Ministry of Education for its reference and for necessary assistance with procedures.

19.3 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。

19.3 Subject to the provisions otherwise provided for in the applicable laws, Party A shall not be held liable for any damage caused by any deviate act or negligence of Party B.

甲方 (中華民國_____縣(市)_____學校)

Party A: _____ School, _____ County/City, Republic of China

代表人 (職章) : _____

甲方印信 (單位圖記) :

Representative (Seal): _____

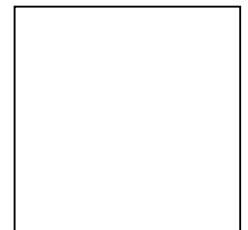
Party A's Seal:

地址 : _____

Address: _____

簽名處 : _____

Signature : _____



乙方 (教師姓名)

The Signed Version of Employment Contract with American English Teachers in _____, _____

Party B: _____ (Teacher's Name)

Address (地址): _____

Nationality (國籍): _____

Passport No. (護照號碼): _____

Signature (簽名處) : _____

附 錄 A

APPENDIX A

聘僱契約附帶條款

Additional Terms and Conditions to the Employment Contract for English Teachers

1. 教學活動

1. Teaching activities

1.1 乙方授課班級學生人數每班至多 42 人。乙方需準時授課，不遲到早退，且不得未經同意調代課。(於鈴響 5 分鐘內未進入教室為遲到，遲到逾 10 分鐘需擇期補課)。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。

1.1 The number of students in each class to be taught by Party B shall be limited to forty-two (42) students at the most. Party B is required to be on time for classes without being late or finishing early, nor may Party B cause a change of the original teaching schedule, or substitute or to be substituted by another teacher, without obtaining prior approval from Party A. (Party B who fails to enter the classroom within five (5) minutes from the time the bell rings shall be regarded as late to the class; and he/she will be required to make up the lost lesson, if the delay time caused by him/her for a class exceeds ten (10) minutes.) Party B may ask for leave only after having obtained prior approval from Party A, except in an emergency or an un-expectable event.

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。

1.2 Party B shall not use vulgar language in speaking, nor behave improperly in the classrooms and/or on any official occasion of Party A.

1.3 乙方應善盡教學之責任，不得對學生進行體罰。

1.3 Party B shall fulfill his/her teaching duties in good faith and shall not treat

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students with corporal punishment.

1.4 乙方不得因個人情緒因素中斷教學活動或提早離開課堂。

1.4 Party B shall not interrupt the teaching activities or leave the classroom during class time for personal or emotional reasons.

1.5 乙方需參與甲方相關教學會議、課外活動、競賽等。

1.5 Party B is required to participate in relevant faculty meetings regarding teaching activities, extracurricular activities, and various contests held or sponsored by Party A.

1.6 乙方教學表現欠佳時，需接受甲方之輔導並即日改進。

1.6 Where the teaching performance of Party B is considered unsatisfactory, he/she shall be receptive to and accept the assistance and guidance to be rendered by Party A. Party B shall make satisfactory improvements accordingly without delay.

1.7 乙方不得於課堂上傳教。

1.7 Party B shall not preach any religion in the class.

2. 教學準備

2. Preparation for Classes

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。

2.1 Party B is required to use extracurricular time to make good preparations for lessons, including editing teaching materials, writing teaching plans, making teaching aids, correcting students' work, grading test/examination sheets, etc. In any event, no teaching materials or teaching activities designed or organized by Party B may prejudice or harm the personal safety of students.

2.2 乙方需與甲方協同教師於每堂課及每學期開始前充分討論，確定課程與教材並擬定課程計畫，且經甲方及其協同教師認可，方可實施。

2.2 Party B shall have thorough discussions with co-teachers of Party A before the beginning of each class and each semester so as to determine the contents of the teaching curriculum and materials, to develop teaching plans, and have the same reviewed and approved by Party A and the co-teachers before implementing them.

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。

3.1 Party B shall, in a bona fide manner, do his/her best to understand, to respect, and to adapt themselves to the differences between different cultures, and shall avoid making subjective criticisms against the policies of the R.O.C. and/or Party A.

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。

3.2 Party B shall observe the relevant rules and regulations prescribed and enforced by Party A, for instance, by participating in relevant administrative or academic meetings including those held in winter or summer vacations.

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。

3.3 Party B shall, with a friendly attitude, maintain good relationships with all other teachers and administrative staff of Party A, students' parents, and other foreign English language teachers.

3.4 乙方服儀需保持整潔合宜。

3.4 Party B shall keep a neat appearance and wear appropriate attire.

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。

3.5 Party B shall not hold, use, or read any content products and/or publications containing adult/sexual content on the campus of Party A.

3.6 乙方不得從事危險或違法之活動，並須避免飲酒過量，影響教學能力。

3.6 Party B shall not engage in any dangerous or illegal activities, and shall avoid drinking excessively which may adversely affect his/her teaching ability.

4. 生活常規

4. Normal 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，不得於夜間喧鬧，製造環境髒亂等。

4.1 Party B shall maintain good relationships with local residents in the community

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where he/she stays, and shall observe ordinary living norms, without being rowdy at night or making a mess of 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，必要時得輔導改善。

4.2 Where there is any complaint from local residents against the improper conduct of Party B, Party A may conduct a fact-finding investigation, and may provide proper assistance for improvement, if it is deemed necessary.

附 錄 B

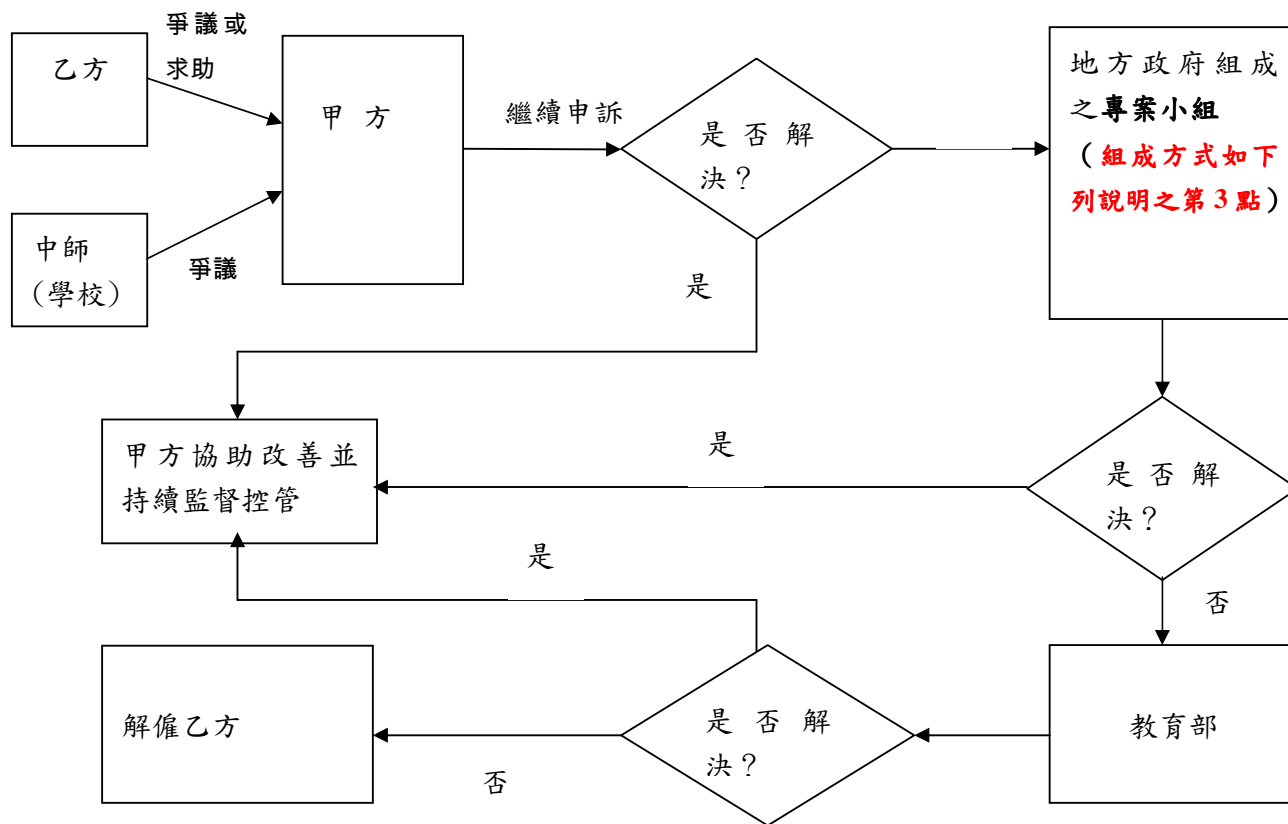
外籍英語教師待遇標準表			
	博士	碩士	學士
12	88,755	84,290	75,770
11	87,135	82,810	74,415
10	85,515	81,315	73,040
9	83,890	79,830	71,710
8	82,270	78,350	70,360
7	80,645	76,850	68,995
6	79,015	75,365	67,650
5	77,390	73,875	66,300
4	75,770	72,390	64,950
3	74,150	70,900	63,600
2	72,530	69,410	62,240
1	70,895	67,925	60,890
備註： 1. 單位：新台幣元 2. 本表自民國 94 年 8 月 1 日起實施			

Appendix B

Table of Standard Salary Rates for Foreign English Teachers				
Monthly Salary Seniority	Education Background	Doctorate	Master's	Bachelor's
		Degree	Degree	Degree
12		88, 755	84, 290	75, 770
11		87, 135	82, 810	74, 415
10		85, 515	81, 315	73, 040
9		83, 890	79, 830	71, 710
8		82, 270	78, 350	70, 360
7		80, 645	76, 850	68, 995
6		79, 015	75, 365	67, 650
5		77, 390	73, 875	66, 300
4		75, 770	72, 390	64, 950
3		74, 150	70, 900	63, 600
2		72, 530	69, 410	62, 240
1		70, 895	67, 925	60, 890
Remarks :				
1. Units: New Taiwan Dollar.				
2. Effective date of this table: August, 1, 2005.				

附 錄 C

外籍英語教師申訴及處理流程

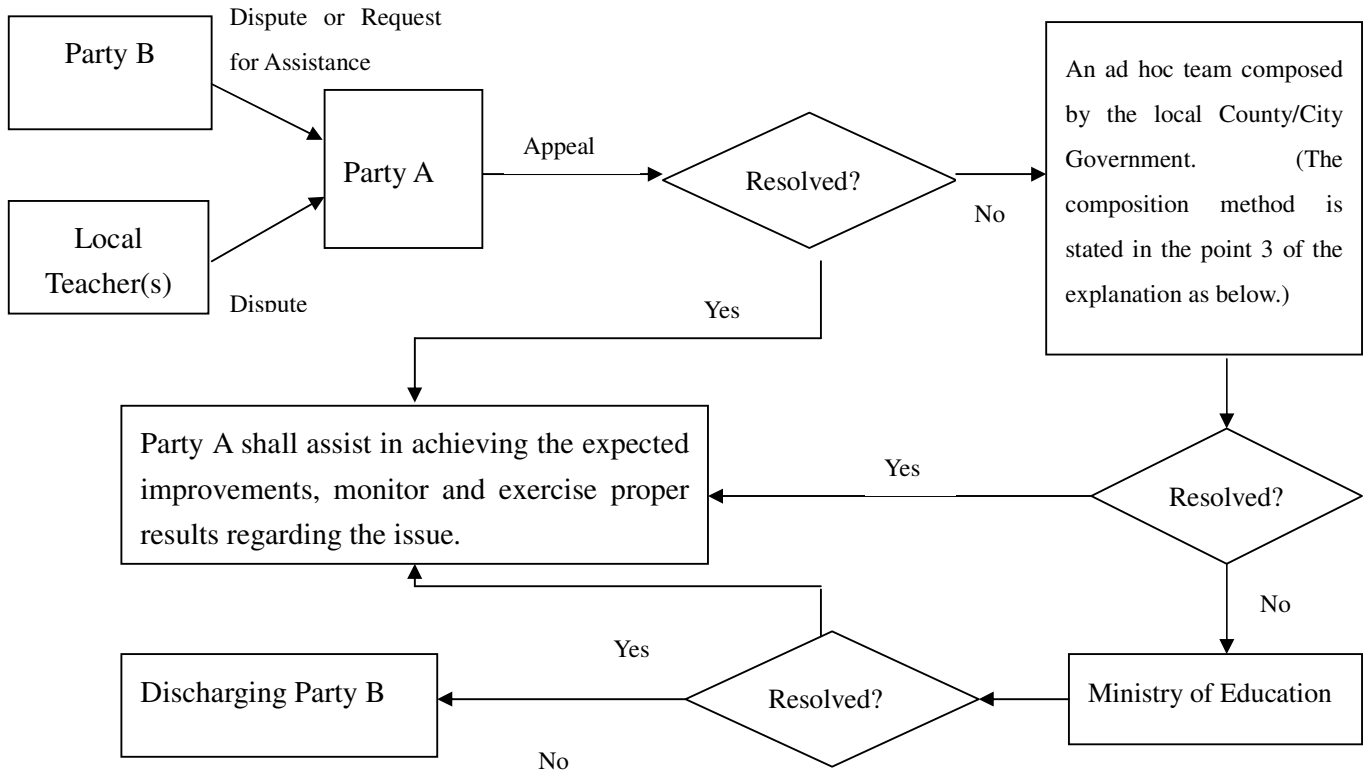


說明：

1. 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。
2. 甲方處理中外師申訴或求助問題，未獲相關當事人接受時，當事人得逕向地方政府申訴或反映。
3. 地方政府應成立專案小組（如：英語教育推動委員會之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。
4. 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，當事人得逕向教育部申訴或反映。
5. 教育部若能協助解決前述問題，則應持續監督及協助甲乙雙方與地方政府；若非，則解僱乙方。
6. 前述爭議若可歸責於中師者，則交甲方教師評審委員會處理。

Appendix C

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



Explanation:

1. When a dispute or a request for assistance arises by/between a local teacher or/and Party B, the issue may be discussed or referred to Party A; and the relevant units of Party A shall deal with the dispute or request with a proper settlement.
2. If the settlement made by Party A is unacceptable to all the parties, an appeal may be filed with the Local Government.
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, and from the Bureau of Education and from Party A) shall be formed by the Local County (City) Government to take charge of mediating and settling the dispute or the request for assistance between/from the local teacher and/or Party B; 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 Party A and Party B; if can not, an appeal may be filed with the Ministry of Education.
5. If the Ministry of Education can assist to resolve the preceding issue, it shall continue supervising and assisting Party A, Party B and the Local Government; if the issue is still not resolved, Party A shall discharge Party B.
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 Party A wherein both teachers serve for an appropriate disposition.

附 錄 D

教育部協助公立國中小引進外籍英語教師專案繼續本案意願表

The Pledge Form to Continue the Project for MOE to Help Bring in Foreign English Teacher for Public Junior High Schools and Elementary Schools

Date : _____

教師名字 (您的名字) Teacher's Name (Your Name)	現任教學校與 所在縣市 Current School , County/City	目前 (原) 契約起迄日 The Starting and Ending Date of Your Current (Previous) Contract 迄今教學年資 (參考第 4.1.1 條) Year(s) of Teaching to Date (Refer to Item 4.1.1)	您希望繼續本專案與否 Do You Want to Continue Participation in the Project?	擅長或偏好的教學環境 (國小或國中?) Skilled or Preferred Teaching Location (Elementary School or Junior High School?)
序號 No.	縣市別 County/City	請填寫您的偏好順序, 填寫次序如 1,2,3..... Please List Your Preferences in Sequence, like 1, 2, 3...	該縣市今年尚有幾名缺額? (教育部填寫) How Many Vacancies Does the County/City Still Have This Year? (To be filled in by the MOE.)	請填寫未來希望前往之縣市 排序如左(教育部將視您的意 願、縣市是否尚有缺額、及您 目前學校與縣市政府對您的 評比, 決定協助分發與否)。 又本表僅供參考, 並不保證依 您的偏好分發。若填報某一縣 市人數過多, 將以抽籤方式決 定分發人選。 Please fill in the order of the preference for the county/city you want to teach at in the left hand column (The MOE will take your willingness, vacancies in the counties/cities, and your performance evaluation, which is done by your current school and county/city government, when deciding on your assignment. Additionally, this vacancy list is for reference only. We do not guarantee that you will be assigned according to your
1	基隆市 Keelung City			
2	臺北縣 Taipei City			
3	桃園縣 Taoyuan County			
4	新竹縣 Hsinchu County			
5	新竹市 Hsinchu City			
6	苗栗縣 Miaoli County			
7	臺中縣 Taichung County			
8	臺中市 Taichung City			
9	彰化縣 Changhua County			
10	南投縣 Nantou County			
11	雲林縣 Yunlin County			
12	嘉義縣 Chiayi County			
13	嘉義市 Chiayi City			
14	臺南縣 Tainan County			
15	臺南市 Tainan City			
16	高雄縣 Kaohsiung County			
17	澎湖縣 Penghu County			
18	屏東縣 Pingtung County			
19	臺東縣 Taitung County			

The Signed Version of Employment Contract with American English Teachers in _____, _____

20	花蓮縣 Hualien County			preferences. If any single county/city has too many applications, then assignments will be based on random selection.
21	宜蘭縣 Yilan County			
22	金門縣 Kinmen County			
23	連江縣 Lienchiang County			

簽名：

Signature:

教師：

Teacher:

教務主任：

Director of Administration:

校長：

Principal:

—

醫院標誌

健康檢查證明 (附表一)

檢查日期 ____/____/____

Hospital's

(國名、醫院名稱、地址、電話、傳真機)

(年)(月)(日)

____/____/____

(D)(M)(Y)

Mark

ITEMS REQUIRED FOR HEALTH CERTIFICATE (Table 《Type》 I)

(National Name, Hospital's Name, Address, Tel, FAX)

Date of Examination

基本資料 (BASIC DATA)

姓名 : _____ Name	性別 : <input type="checkbox"/> 男 Male <input type="checkbox"/> 女 Female Sex
身份證字號 : _____ ID No.	年齡 : _____ Age
出生年月日 : ____ / ____ / ____ Date of Birth	婚姻狀況 : <input type="checkbox"/> 已婚 Married <input type="checkbox"/> 未婚 Single Marriage
護照號碼 : _____ Passport No.	國籍 : _____ Nationality
居住縣市別 : _____ County/City (Residing in)	聯絡電話 : _____ Phone No.



病 史 (MEDICAL HISTORY)

您是否曾經感染過下列疾病：
Have you ever had diseases of the following :

A. 心臟病 Heart disease	<input type="checkbox"/> 有 Yes <input type="checkbox"/> 沒有 No	I. 瘧疾 Malaria	<input type="checkbox"/> 有 Yes <input type="checkbox"/> 沒有 No
B. 高血壓 Hypertension	<input type="checkbox"/> 有 Yes <input type="checkbox"/> 沒有 No	a. <input type="checkbox"/> 間日瘧 <i>Plasmodium vivax</i>	
C. 肺病 Lung disease	<input type="checkbox"/> 有 Yes <input type="checkbox"/> 沒有 No	b. <input type="checkbox"/> 卵型瘧 <i>Plasmodium ovale</i>	
D. 氣喘 Asthma	<input type="checkbox"/> 有 Yes <input type="checkbox"/> 沒有 No	c. <input type="checkbox"/> 三日瘧 <i>Plasmodium malariae</i>	
E. 肝病 Liver disease	<input type="checkbox"/> 有 Yes <input type="checkbox"/> 沒有 No	d. <input type="checkbox"/> 熱帶瘧 <i>Plasmodium falciparum</i>	
F. 糖尿病 Diabetes	<input type="checkbox"/> 有 Yes <input type="checkbox"/> 沒有 No	J. 結核病 Tuberculosis	<input type="checkbox"/> 有 Yes <input type="checkbox"/> 沒有 No
G. 腎臟病 Kidney disease	<input type="checkbox"/> 有 Yes <input type="checkbox"/> 沒有 No	K. 登革熱 Dengue Fever	<input type="checkbox"/> 有 Yes <input type="checkbox"/> 沒有 No
H. 癲癇 Epilepsy	<input type="checkbox"/> 有 Yes <input type="checkbox"/> 沒有 No	L. 其他 Others	: _____

身體檢查 (PHYSICAL EXAMINATION)

- | | |
|--|---|
| <p>A. 身高：_____公分 cms
Height</p> <p>B. 體重：_____公斤 kgs
Weight</p> <p>C. 血壓：_____/____毫米汞柱 mmHg
Blood Pressure</p> <p>D. 脈搏：_____次/分 times/min
Pulse</p> <p>E. 體溫：_____°C
Body Temperature</p> <p>F. 視力：右 Right _____左 Left _____
Vision</p> <p>G. 皮膚 <input type="checkbox"/> 正常 Normal <input type="checkbox"/> 異常 Abnormal
Skin</p> <p>H. 耳朵 <input type="checkbox"/> 正常 Normal <input type="checkbox"/> 異常 Abnormal
Ears</p> <p>I. 眼睛 <input type="checkbox"/> 正常 Normal <input type="checkbox"/> 異常 Abnormal
Eyes</p> <p>J. 心臟 <input type="checkbox"/> 正常 Normal <input type="checkbox"/> 異常 Abnormal
Heart</p> | <p>K. 肺臟 <input type="checkbox"/> 正常 Normal <input type="checkbox"/> 異常 Abnormal
Lungs</p> <p>L. 肝臟 <input type="checkbox"/> 正常 Normal <input type="checkbox"/> 異常 Abnormal
Liver</p> <p>M. 脾臟 <input type="checkbox"/> 正常 Normal <input type="checkbox"/> 異常 Abnormal
Spleen</p> <p>N. 甲狀腺 <input type="checkbox"/> 正常 Normal <input type="checkbox"/> 異常 Abnormal
Thyroid gland</p> <p>O. 淋巴腺 <input type="checkbox"/> 正常 Normal <input type="checkbox"/> 異常 Abnormal
Lymph nodes</p> <p>P. 體肢運動 <input type="checkbox"/> 正常 Normal <input type="checkbox"/> 異常 Abnormal
Locomotors</p> <p>Q. 精神狀態 <input type="checkbox"/> 正常 Normal <input type="checkbox"/> 異常 Abnormal
Mental condition
若是精神狀態異常，病名是_____
(If abnormal, specify disease _____.)</p> <p>R. 其他 Others _____</p> |
|--|---|

實驗室檢查 (附表一) (LABORATORY EXAMINATIONS)

- A. 人類免疫缺乏病毒抗體檢查 (Serological Test for HIV) :
- 陽性 (Positive) 陰性 (Negative) 未確定 (Indeterminate)
- a. 篩檢 (Screening Test) : EIA Serodia 其他 (Others) _____
- b. 確認 (Confirmatory Test) : Western Blot 其他 (Others) _____
- B. 胸部 X 光檢查肺結核 (Chest X-Ray for Tuberculosis) :
- 正常 (Normal) 異常 (Abnormal) _____
- ※限大片攝影 (Standard Film Only)**
- C. 梅毒血清檢查 (Serological Test for Syphilis) : 陽性 (Positive) 陰性 (Negative)
- a. RPR b. VDRL c. TPHA d. 其它 (Other)

備註：本表供乙類外國人(外籍教師)健康檢查時使用。

Remark : This form is for **Group B foreign worker (foreign teacher)**.

結論：根據以上對_____先生/女士/小姐之檢查結果為 合格 不合格

Conclusion : The above medical report of Mr./Mrs./Ms. _____, He/She passes fails the checkup.

負責醫檢師簽章 : _____ (Name & Signature)
(Chief Medical Technologist)

負責醫師簽章 : _____ (Name & Signature)
(Chief Physician)

醫院負責人簽章 : _____ (Name & Signature)
(Superintendent)

日期 / Date : ____/____/____

※ 本證明三個月內有效 (Valid for Three Months)

※ 附錄：入國後健康檢查檢驗項目不合格之認定及處理原則

檢驗項目	不合格之認定及處理原則
人類免疫缺乏病毒抗體檢查	一、 人類免疫缺乏病毒抗體檢驗經初步測試，連續二次呈陽性反應者，受聘僱外國人健康檢查指定醫院將檢體逕送指定確認機構再以西方墨點法(WB)作確認試驗。 二、 連續二次(採血時間需間隔三個月)西方墨點法結果皆為未確定者，視為合格。未依規定期限進行複驗者，視同「不合格」。
胸部X光檢查	一、 活動性肺結核(包括結核性肋膜炎)視為「不合格」。 二、 非活動性肺結核視為「合格」，包括下列診斷情形：纖維化(鈣化)肺結核、纖維化(鈣化)病灶及肋膜增厚。 三、 如經診斷為「疑似肺結核」及不合格或因故無法確認診斷時，由受聘僱外國人健康檢查指定醫院通知雇主，偕同受聘僱外國人攜帶體檢報告、胸部X光片、及前次體檢之胸部X光片，至指定確認機構複驗。
梅毒血清檢查	以 RPR 或 VDRL 其中一種加上 TPHA 之檢驗，如經診斷為陽性或下列疑似(假)陽性情形，由受聘僱外國人健康檢查指定醫院將血樣及檢查結果逕送指定確認機構，由其視需要配合其他精確檢驗(如：免疫球蛋白 M 等)綜合研判，確認診斷。 一、 RPR 或 VDRL 任一為陽性，且 TPHA 值大於一比八〇。 二、 RPR 或 VDRL 為陰性，且 TPHA 值大於一比一六〇。 三、 RPR 或 VDRL 為陽性，TPHA 為陰性，但 RPR 或 VDRL 之半定量大於四倍以上。

※Appendix: Principles on the determination and management of failed items of health examination after entry.

Test Item	Principles on the determination and management of failed items
HIV antibody test	1. For cases showing consecutively two positives on the preliminary HIV antibody testing, designated hospitals shall submit their specimens to the confirmation institutions for confirmation testing by the Western Blot method. 2. Cases indeterminate in two consecutive testing by the Western Blot method (blood collection in an

The Signed Version of Employment Contract with American English Teachers in _____, _____

	interval of three months) are considered to <u>pass</u> the examination. Cases not re-examined by regulated deadlines are considered to <u>have failed</u> the examination.
Chest X-ray test	<ol style="list-style-type: none"> 1. Active pulmonary tuberculosis (including tuberculous pleurisy) is considered unqualified. 2. Inactive tuberculosis including roentgenograph diagnoses of fibrocalcified tuberculosis, calcified lesions, or pleura thickening is considered qualified. 3. If the alien employee was diagnosed as tuberculosis suspect, or he/she failed to pass the examination, or he/she was unable to get a definite diagnosis for some reason, the designated hospital should inform the employer to bring him/her, together with the health examination report, the Chest X-ray, and the Chest X-ray of the previous health examination, to the confirming institutions for double check..
Serological testing for syphilis	<p>If cases are diagnosed after testing by either RPR or VDRL together with TPHA positive or suspected (false) positive as follows, designated hospitals shall submit blood specimens and findings of examination directly to the confirmation institutions for more precise examinations by other methods (such as immunoglobulin M and others), if necessary, for more comprehensive reading and confirmation diagnosis.</p> <ol style="list-style-type: none"> 1. Either RPR or VDRL is positive, and TPHA value larger than 1 to 80; 2. Either RPR or VDRL is negative, and TPHA value larger than 1 to 160; 3. Either RPR or VDRL is positive, TPHA is negative, but the semiquantitative value of either RPR or VDRL is four times higher.
Stool examination for intestinal parasites	<ol style="list-style-type: none"> 1. By centrifugal concentration method and microscope examination, cases are determined unqualified if intestinal helminthes eggs or other protozoa such as <i>Blastocystis hominis</i>, whipworm protozoa, infusorians protozoa and sporozoites are detected. Cases are, however, determined qualified if they are treated in 30 days and re-examined (by centrifugal concentration method) as negative. 2. By centrifugal concentration method and microscope examination, cases are determined qualified without treatment, if ameba protozoa such as <i>Entamoeba harimanni</i>, <i>Entamoeba coli</i>, <i>Endolimax nana</i>, <i>Iodamoeba butschlii</i>, <i>Dientamoeba fragilis</i> are detected. 3. If cases are detected by centrifugal concentration method and microscope examination <i>Entamoeba histolytics/dispar</i> (including cysts and trophozoite), designated hospitals shall, within 24 hours, notify local competent health authority and the employers at the same time; and collect again at hospital, within seven days after notification, three fresh stool specimens (one a day) (not smaller than the size of the thumb; do not add any fixative; keep at 4°C), and send them together with the already fixed and dyed specimen and test request to the Center for Disease Control within 24 hours after the collection of specimens (to be transported in cold-chain) for diagnostic assessment. Cases are determined unqualified if <i>Entamoeba histolytica</i> is detected in diagnostic assessment; and cases are determined qualified if <i>Entamoeba dispar</i> is detected. Cases are determined unqualified if they fail to appear for re-examination by regulations. A statement, “Case fails to appear for specimen collection and confirmation after notification”, is noted on the health examination record.
Pregnancy test	<p>If pregnancy test is positive, <u>the</u> hospital shall, within 24 hours, notify the employers. Specimens shall be collected for confirmation within seven days after notification. A Certificate of Health Examination can only be issued after re-examination. It shall be noted on the Certificate “Specimens have been collected and confirmed.” If cases fail to appear after notification within set time for specimen collection and confirmation, the Certificate shall be noted, “Case fails to appear for specimen collection and confirmation after notification.”</p>