

中華民國基隆市(立)暖暖國民小學
外籍英語教師聘僱
契約書

**The Employment Contract Between
Foreign English Teacher and
Nuan-Nuan Elementary School, Keelung 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：

基隆市暖暖區暖暖國民小學(以下簡稱「甲方」)，設址於中華民國基隆市暖暖區暖暖街121號與_____先生，為_____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 Aug. 1st, _____ by and between the Keelung Nuan-Nuan Elementary School of the Republic of China (the "R.O.C.") located at No.121 Nuan-Nuan Street, Nuan-Nuan District, Keelung City 205, Taiwan (R.O.C.). (hereinafter referred to as "Party A"), and Mr. _____, a citizen of _____, 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、諮詢及參與相關活動等工作。

Party A hereby agrees to employ, in accordance with the provisions set out in this Contract, Party B to teach English, to perform research, to provide consulting services, and to participate in related English activities of 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。

Party B hereby agrees to accept the employment offered by Party A, and to provide relevant services and assume Party B's 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

2.1 乙方之試用期間為受甲方聘僱起始起薪日起至屆滿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。如乙方為續聘時，則不受本條款之限制（本契約所稱續聘均指於原校續聘者，轉入他校者屬新聘）。

The term of probation for Party B shall be three (3) months beginning from the Starting Salary Date of Party B's employment by Party A. During the term of probation, if Party A considers that Party B is incompetent to perform the tasks assigned to Party B by Party A, Party A may forthwith terminate this Contract at any time. If Party B's contract is renewed by Party A, this Article does not apply. (If Party B transfers to a new school, Party B is a "new employee" and a term of probation *does* apply.)

- 2.2 聘僱起始起薪日係指乙方完成報到手續之日起算，乙方之聘僱期間應為自西元 2020年8月1日（以下簡稱「受聘僱起始日」）起至西元 2021年7月31日 為止（以下簡稱「受聘僱截止日」）。

The Starting Salary Date of Party B's employment is defined as when Party B has reported in person to Party A's Human Resources official; this is also the Commencement Date of Party B's Monthly Salary. The term of employment for Party B shall commence from August 1st, 2020 (hereinafter the "Commencement Date") to July 31st, 2021 (hereinafter the "End Date").

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。

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。

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 乙方正常工作時間為每週 5 天，每天工作時數為 8 小時，自上午 8 時 0 分至下

午4時0分。除甲方另有規定外，於工作時間內，乙方應留在甲方校園內。

Party B shall work five (5) days a week, and eight (8) hours per day from 8 a.m. to 4 p.m.. Unless otherwise expressly specified by Party A, Party B shall stay on Party A's campus during the working hours.

- 3.4 乙方擔任甲方班級授課節數為每週至多 22 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、備課、訓練學生、學生朝會英語活動及參與學校活動等。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。

The number of classes for Party B to perform for Party B's teaching shall, at the maximum, be twenty-two (22) classes per week (forty (40) minutes per class), including conducting joint teaching with local teachers, lesson preparation, student coaching, morning assembly mini lessons, and important school events. In addition to the above classes, Party A may, depending on actual requirements, assign Party B to do necessary teaching and administrative work. In addition, with the written consent of Party A, Party B may teach without a local teacher's company/assistance.

- 3.5 乙方應參加學校所有慶典集會，若涉及上班以外時間，事後可申請補休。

Party B must attend special school events if required by Party A. Compensatory leave for additional hours worked beyond the normal work schedule shall be granted as the school requirements permit.

- 3.6 乙方寒暑假須配合校方規劃及執行營隊活動(3-5 日)。

Party B is obliged to teach summer/winter courses (3~5 days) in the morning in accordance with the work schedule determined by Party A.

- 3.7 乙方同意配合基隆市英語教育活動，如基隆市英語村期營隊活動及教師研習，並與本市其他外師共同協助發展全市課程。

Party B agrees to participate in the educational events hosted by Keelung City government, such as Keelung City English Summer/Winter Camp and teacher's workshops. Party B also agrees to help develop English curriculums featuring Keelung City with other foreign teachers employed by the city government.

- 3.8 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。(假日加班將以補休辦理)

Party B agrees to do Party B's 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. If Party B is required to work on a holiday, he/she is eligible to earn compensatory leave as the school requirements permit.

- 3.9 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公開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。

Party B agrees that the Local Government and/or Party A may make video records and take photographs while Party B is teaching or taking part in any of the school's activities, and that the Local Government and/or Party A shall have the right to make public 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.

- 3.10 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 E），並向原護照國法定授權機構申請全國性無犯罪記錄行為良好證明（倘有特殊情形者：已在他國任教無法取得原護照國無犯罪記錄證明者，則應提供現行任教國家所核發之全國性無犯罪證明，另若已在臺灣任教者，則可向各縣市警察局外事科，申請核發警察刑事紀錄證明書），且自行負擔相關體檢、無犯罪證明及簽證之費用。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行為良好證明文件經距乙方居住地最近之甲方駐外單位認證後，並交予甲方。倘聘期生效前未補齊行為良好證明文件，該聘僱許可（工作許可）即失效。

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 Appendix E 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 national criminal record check from Party B's country immediately upon receiving a letter of admission (Exceptions: If Party B has been teaching in another country and is unable to attain a criminal record from Party B's country, Party B can apply for the record locally. If Party B has been teaching in Taiwan, Party B can apply for a "Police Criminal Record Certificate" from the local police bureau in any county/city.). Party B shall bear the relevant physical examination, criminal record check and visa costs. Party B needs to ensure Party B to be physically and mentally healthy and have good health as qualified by relevant health examination(s). Party B shall also ensure that

Party B has never been convicted of a criminal offense by any court. If Party B is found to have provided false information or documents required, Party A may terminate the Contract in accordance with Article 12 and 13. Before employment, Party B has to submit 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 Party B's residence; and after the review, Party B needs to submit the documents to Party A. Party B's employment permit (work permit) will be invalid if the national criminal record check are not provided from Party B before the employment.

3.11 機票

由乙方先自行購買距離護照國籍居住地最近機場之去回經濟艙機票並於乙方返臺後一個月內，由甲方依乙方提供之機票票根或登機證、購票證明及護照入境章戳影本核實補助。機票額度及補助條件依本契約第 4.3 條辦理。

Flight Ticket

Party B is responsible for the purchase of the air ticket to Party B's home country and the ticket returning from Party B's home country back to Taiwan. The ticket is limited to economy-class ticket to/from the nearest airport from Party B's residence in Party B's country (nationality as shown in the passport). After Party B has returned to Taiwan, Party A shall reimburse Party B the airfare for the economy-class tickets from and back to Taiwan as indicated on Party B's ticket stubs and the air-ticket purchase receipts and/or certificates. Party B should submit the stub or boarding pass, the purchase receipt and/or certificate, and the passport page with entry stamp to Party A for the reimbursement (within a month after Party B's arrival arrival in Taiwan).

*去程及回程機票款補助額度上限均為新臺幣 4 萬元，並採核實報支方式。補助機票之匯率，以乙方購買機票當日（收據或發票或購票證明上所載購票日期）臺灣銀行公告賣出即期貨幣之參考匯率為準。

* The airfare shall be reimbursed based on the actual itinerary traveled and the reimbursement shall not exceed NT\$ 40,000 for either the inbound or the outbound flight. The calculation of the reimbursement is based on the spot exchange rate as announced by Bank of Taiwan for selling Party B's targeted currency on the day the ticket was purchased. The purchase ticket or proof of purchase shall bear such a date.

第四條：薪資與福利

Article 4: Salary and Other Benefits

4.1 薪資：乙方必須取得聘僱許可（工作許可）後始得任教與給薪。甲方應依乙方

之職務以及所提供勞務，支付下列薪資：

Salary: Party B shall obtain the employment permit (work permit) before performing duties at the School and being paid the 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：62,720 元】/【碩士：69,965 元】/【博士：73,025 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中小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)。

Monthly Salary:

Party A shall provide Party B with a monthly salary of NT\$ [62,720 (if Party B has a bachelor's degree) / 69,965 (if Party B has a master's degree) 73,025 (if Party B has a doctoral degree.)] (Party B's salary rate is based on Party B's 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) Party B has taught at a public government school within or outside of the R.O.C. or a registered private high or primary 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 320 元】。若乙方教授課後輔導(下午 4 點後)，每節支給新台幣 400 元。

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 Party B 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\$320 per 40-minute class]). If Party B teaches the after-school classes (after 4 p.m.), the pay rate will be NT\$400 per 40-minute class.

- 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。完成合約並符合考核標準即發予考核獎金，惟若聘僱期間未滿 11 個月，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：

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 with the completion of the Contract. However, if the term of employment is less than eleven (11) months, 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。

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。

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 Party B's 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。

No performance incentive will be payable to Party B with a grade C performance rating (less than 70 points), or for being absent, or Party B's 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：甲方應提供乙方從護照國籍居住地最近之機場，來臺之經濟艙機票乙張，以及回程之經濟艙機票，來程及回程機票款補助額度上限均為新臺幣4萬元，並採核實報支方式，配偶或1名直系血親於乙方來臺3個月內隨同來臺者，亦同，並應協助接機（若學校無法派員接機，應補助機場至學校當地之交通費，交通費則依據國內出差旅費報支要點報支）。惟乙方配偶或1名直系血親若係由乙方護照國籍所在地以外之國家來臺，甲方補助之機票款不得高於乙方在護照

國籍居住地最近之機場來臺之經濟艙機票款。若乙方及其配偶或 1 名直系血親於其護照國籍並無居住地，乙方須提供相關證明或聲明，經甲方審查符合補助返鄉、探親等之補助原意，則甲方補助之機票款不得高於在護照國籍首都最近之機場來臺之經濟艙機票款。若乙方之配偶及其直系血親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，其返回護照國籍居住地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 名直系血親應自行負擔其行李超重托運費。

- * 若契約簽訂期間未滿 6 個月，且乙方依規定完成契約聘用期間所有的責任與義務，則甲方應支付乙方回程機票；若契約因故提前終止且乙方服務未滿 6 個月，甲方不支付乙方回程機票。

Transportation:

Party A shall provide Party B, and Party B's 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 one-way, economy class flight ticket to Taiwan from the nearest airport from Party B's residence in Party B's country, and a one-way, return, economy-class airfare ticket; and shall arrange for pick-up service at the Taiwan airport upon their arrival in Taiwan to the school. (If no pick-up service is provided, Party A shall pay the transportation from the airport in Taiwan.) The reimbursement of transportation expenses follows the Regulations for Applying for a Domestic Trip Allowance. The one-way airfare shall be reimbursed based on the actual itinerary traveled and shall not exceed NT\$ 40,000. However, if Party B's spouse or one (1) lineal blood relative comes to Taiwan from other countries, the reimbursed airfare should not be more than that to/from Taiwan from/to the nearest airport in their residence in Party B's country. If Party B and Party B's spouse or one (1) lineal blood relative do not have a residence in Party B's country (nationality as shown in the passport), Party B must provide relevant proof or statement to be scrutinized by party A in order to fulfill the criteria of airfare allowance for returning home country or visiting family members. The airfare reimbursed by Party A should not be more than that to/from Taiwan from/to the nearest airport in the capital of Party B's country (nationality as shown in the passport). If Party B's spouse and lineal blood relative(s) have come with Party B 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 Party B's spouse/relative by blood. Also, in the case that the Contract is terminated in accordance with Article 12, Section 13.1 or Party B terminates the Contract within the first six (6) months of service, Party B shall bear the cost of the return ticket and relevant expenses for Party B, Party B's spouse and other lineal blood relative(s) to

Party B's country. Moreover, Party B and Party B's spouse and/or lineal blood relative(s) should bear any overweight luggage fee(s).

* If the Contract is less than six (6) months, and Party B has completed the duties and responsibilities as stated in the contract, Party A should provide Party B's return ticket. However, if the Contract terminates before its expiration date, and Party B has not fulfilled terms of the contract, Party A shall not provide a return ticket to Party B.

- 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，連續同住時間六個月以上使得申請，以足月份為補助單位。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。倘外籍教師眷屬與外籍教師屬同專案之英語教師，眷屬有同住事實，應以眷屬中之一人申請為限，不得分別請領額外之房租津貼；補助上限最高為新台幣 10,000 元。

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 single teacher, or NT \$10,000 for a teacher with a spouse/lineal relative(s) by blood per month. The spouse/lineal relative(s) by blood must live with Party B for longer than six (6) months consecutively. The allowance is calculated by month, and periods less than a month are not considered. 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 Party B's 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. 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. If Party B's spouse/lineal relative(s) by blood is also in the program, and they live together, there is no additional rental allowance; the combined household maximum is NT\$10, 000.

- 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。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:

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 law, at Party B's

own expense, a portion of the insurance premium in an amount equal to 30% of the total premium charged to Party B under the National Health Insurance Policy, and an amount equal to 20% of the total premium charged to Party B under the Labor Insurance Program, respectively. Labor and health insurance rates should be charged according to Party B's salary, and according to the current provisions of labor premiums and national health insurance rates.

- 4.6 給薪：乙方之薪資以及房租津貼給付日期為每月【5】日（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。】

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 following 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 to 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 following month. [NOTE: When the two parties agree to sign the contract, the Payment Date should be specified, so that it is clearly defined.]

- 4.7 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。

*查勞工退休金條例第 7 條：「本條例之適用對象為適用勞動基準法之下列人員，但依私立學校法之規定提撥退休準備金者，不適用之：(1)本國籍勞工，(2) 與在中華民國境內設有戶籍之國民結婚，且獲准居留而在臺灣地區工作之外國人、大陸地區人民、香港或澳門居民。(3) 前款之外國人、大陸地區人民、香港或澳門居民，與其配偶離婚或其配偶死亡，而依法規規定得在臺灣地區繼續居留工作者。」

若乙方為外國專業人才延攬及僱用法第 11 條規定之適用對象，受聘僱從事專業工作且取得永久居留之外國專業人才，自 107 年 2 月 8 日起適用勞工退休金條例之退休金制度（勞退新制），則甲方應依法按月為是類人員提繳不低於其每月工資 6% 之退休金，儲存於勞保局設立之勞工退休金個人專戶。

Labor pension:

Party A shall on a monthly basis contribute labor pension to individual accounts of labor pension at the Bureau for Party B if one of the following applies to Party B:

*According to the Labor Standards Act, Article 7, this Act applies to the persons below who are applicable under the Labor Standards Act, but does not include those whose pensions are appropriated in accordance with the Private School Act:

1. Workers holding ROC citizenship;
2. Foreigners, people of China, Hong Kong or Macao residents who married ROC nationals having a registered household in the Republic of China, and who have residency status and are permitted to work in the Taiwan area;
3. Foreigners, people of China, Hong Kong or Macao residents in the preceding subparagraph who have divorced their spouses or whose spouses have passed away, and are permitted in accordance with relevant laws and regulations to continue to reside and work in Taiwan area.

If the Act for the Recruitment and Employment of Foreign Professionals, Article 11 applies to Party B, who is hired to engage in professional work and has been approved for permanent residence, Party A shall on a monthly basis contribute no less than 6% of Party B's monthly salary to his/her individual pension account at the Bureau for Party B after the enforcement of this Act on February 8th, 2018.

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）。續留一年的外師，甲方應多核給一天年假給乙方，依此類推，至多多核給 5 天。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。

* 若聘僱期間未滿 11 個月，則年假依乙方實際受聘僱月份佔 12 個月之比例計算。

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. If Party B should renew a one-year contract, Party A shall give one more day of annual leave to Party B, for each year renewed, up to a maximum of five days. 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.

* If the term of employment is less than eleven (11) months, the annual leave should be calculated in proportion to the exact number of months that Party B is employed out of twelve (12) months.

5.2 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。乙方請任何事病假或年假時,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。

* 年假以寒暑假實施為原則,若乙方因特殊原因須於非寒暑假(學期中)期間請年假,則需提報甲方之主管教育行政機關同意。

Party B shall be entitled, within an academic year, to take 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 Party B takes a personal leave or a sick leave or annual leave, then Party B needs 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.

* In principle, annual leave should only be taken during winter and/or summer vacation. If Party B has to take annual leave during the semester for extenuating personal or special reasons, the annual leave must be first approved by the Local Government.

5.3 乙方有關婚假、產前假、陪產假、娩假、流產假、喪假、公假、生理假、家庭照顧假等事宜,依 勞工請假規則 辦理。

With regard to wedding leaves, prenatal leaves, maternity care leaves, maternity leaves, miscarriage leaves, funeral leaves, official leaves, menstruation leave, family care leave and those are not stipulated in this Contract to be taken by Party B, the relevant rules and regulations adopted by the Regulations of Leave-Taking of Workers shall govern (see Appendix F).

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。

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

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

6.1 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 Party B's own income tax return with the competent tax authority and shall make tax payment in accordance with the laws if income tax shall be liable from Party B's income derived from Party B's performance of this Contract; the income tax on Party B's salary shall be withheld by Party A in accordance with the relevant laws and regulations of the Republic of China.

6.2 於同一課稅年度在台停留時間累積未超過 183 天者，以 18%扣繳。

Party B will be taxed at a rate of 18% if the total number of days Party B is physically in Taiwan is less than 183 days within a tax year.

第七條：兼職

Article 7: Part-time Work

除報經甲方以及甲方之所屬主管教育行政機關同意，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，依 12.2 條文之約定處理。

Unless obtaining Party A's prior written consent and permission from the Local Government, 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 Article 12.1 shall apply.

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、專屬且合法之權利。

Party B agrees that, if during the term of employment with Party A, Party B accomplishes or conceives any creation, works, or intellectual property in any other forms as a result of Party B's 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 Party B's 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 Party B's own benefit, 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。

*每學年僅提供新聘乙方新臺幣九千元購置合理且必需之住宿所需基本生活用品，需為非消耗品，列為甲方財產，由甲方協助購買為原則並核實報支。本契約終止時，應立即將其於聘僱期間所被交付或持有之一切甲方財產交付或返還予甲方。

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 Party B's possession in the course of Party B's 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.

* If Party B is newly employed by Party A, Party A shall provide Party B a NT\$9,000 allowance for the purchase of non-expendable accommodation essentials. Party A shall help Party B to purchase these and shall reimburse Party B for these items based on the actual expense. The purchases covered with the allowance are the property of Party A and shall be returned to Party A upon the termination of this Contract. (If Party B transfers to a new school, Party B is a "new employee".)

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，且足以影響本契約一部或全部之履行者。

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。

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。

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 possible to fulfill 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。

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，聘僱許可（工作許可）以及相關簽證將同時失效：

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 Party B's employment permit (work permit) and visa will be invalid hereafter:

- 12.1.1 乙方於聘僱期間未經甲方同意而自行離職、兼職，或經發現違反就業服務法規定者。

Where Party B withdraws from Party B's duties 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 Employment Services Act.

- 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)。

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

- 12.1.3 乙方有損及中華民國政府或甲方之名譽之行為者。

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。

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

- 12.1.5 乙方拒絕提供相關申辦資料或證件，或提供不實資料。

Where Party B refuses to provide documents relevant to the Contract, or provides 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6天者(每月計算)。

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 six (6) days (per month).

- 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。

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 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。

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.

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：

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者，且無法於1個月內治癒者。

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。

Where Party B has lost Party B's 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。

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。

Party B may terminate this Contract before expiration of the term of employment with the 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，且提前終止契約之責任為甲方，而乙方無違約等終止事由時，甲方需付乙方資遣費1個月薪資。

If Party A is unable to provide work to Party B during the term of employment for reasons born by Party A, and Party B has not breached the Contract, 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 supersede 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 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: Dispute 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。

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：

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。

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

17.2.2 因爭議而暫停履約，其經爭議處理結果乙方被認定為無理由者，不得就暫停履約之期間，要求延長履約期限及薪資給付。

Should Party B suspend Party B's performance due to the dispute thereof, Party B shall not be entitled to any extension of period of performance of the Contract, nor any exemption from Party B's 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。

If Party B needs any assistance in everyday living or teaching, Party B 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。

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。

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。

Any and all provisions in this Contract and the attached documents may be referenced 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，應以甲方之官方語言為準。

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。

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，得於甲方確認乙方之有效教師資格，並經地方政府同意後，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（包括護照、學歷、有效教師證(或教師資格)及所有成績單等資料影本）交予甲方，再由甲方與地方政府，連同推薦繼續聘僱乙方與否之意見，轉交予教育部參考及協助辦理。

Should Party A and Party B intend to renew this Contract for the following school year, a renewal may be consummated by both, after Party A verifies Party B's valid teacher certificate (or teacher qualifications) and 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 Party B's 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 school(s) in another county/city, Party B 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, including copy of passport, diploma, valid teacher certificate (or teacher qualifications) and 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。

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.

19.4 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。

There shall be three original signed copies of the Contract, where Party A, the Local Government, and Party B each holds one.

甲方 (中華民國基隆市暖暖區暖暖國民小學)

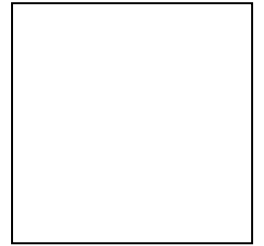
Party A: Nuan-Nuan Elementary School, Keelung City, Republic of China

代表人 (職章): _____

甲方印信 (單位圖記):

Representative (Seal): _____

Party A's Seal:



地址: 中華民國基隆市暖暖區暖暖街 121 號

Address: No.121 Nuan-Nuan Street, Nuan-Nuan District, Keelung City 205, Taiwan (R.O.C.)

簽名處: _____

Signature: _____

乙方 (教師姓名)

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。

Party B is required to be on time for classes without being late or finishing early, nor may Party B cause a change to 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 Party B will be required to make up the lost lesson, if the delay time caused by Party B 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 unexpectable 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。

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。

Party B shall fulfill Party B's teaching duties in good faith and shall not treat students with corporal punishment.

- 1.4 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。

Party B shall not interrupt 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。

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。

Where the teaching performance of Party B is considered unsatisfactory, Party B 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。

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。

Party B is required to use extracurricular time to make good preparations for lessons, including editing teaching materials, writing lesson 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。

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.

2.3 為協助乙方了解學生，乙方應利用課堂外時間參與甲方安排的課室觀察，一學年至少觀看____節課，乙方不得拒絕。

Party B is required to use extracurricular time to observe in ____ classes arranged by Party A. Party B shall not reject, but comply therewith.

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。

Party B shall, in a bona fide manner, do Party B's best to understand, to respect, and to adapt 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。

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。

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。

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及暴力內容之產品及刊物。

Party B shall not hold, use, or read any content products and/or publications containing adult/sexual and violent 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。

Party B shall not engage in any dangerous or illegal activities, and shall avoid drinking excessively which may adversely affect Party B's 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。

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

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

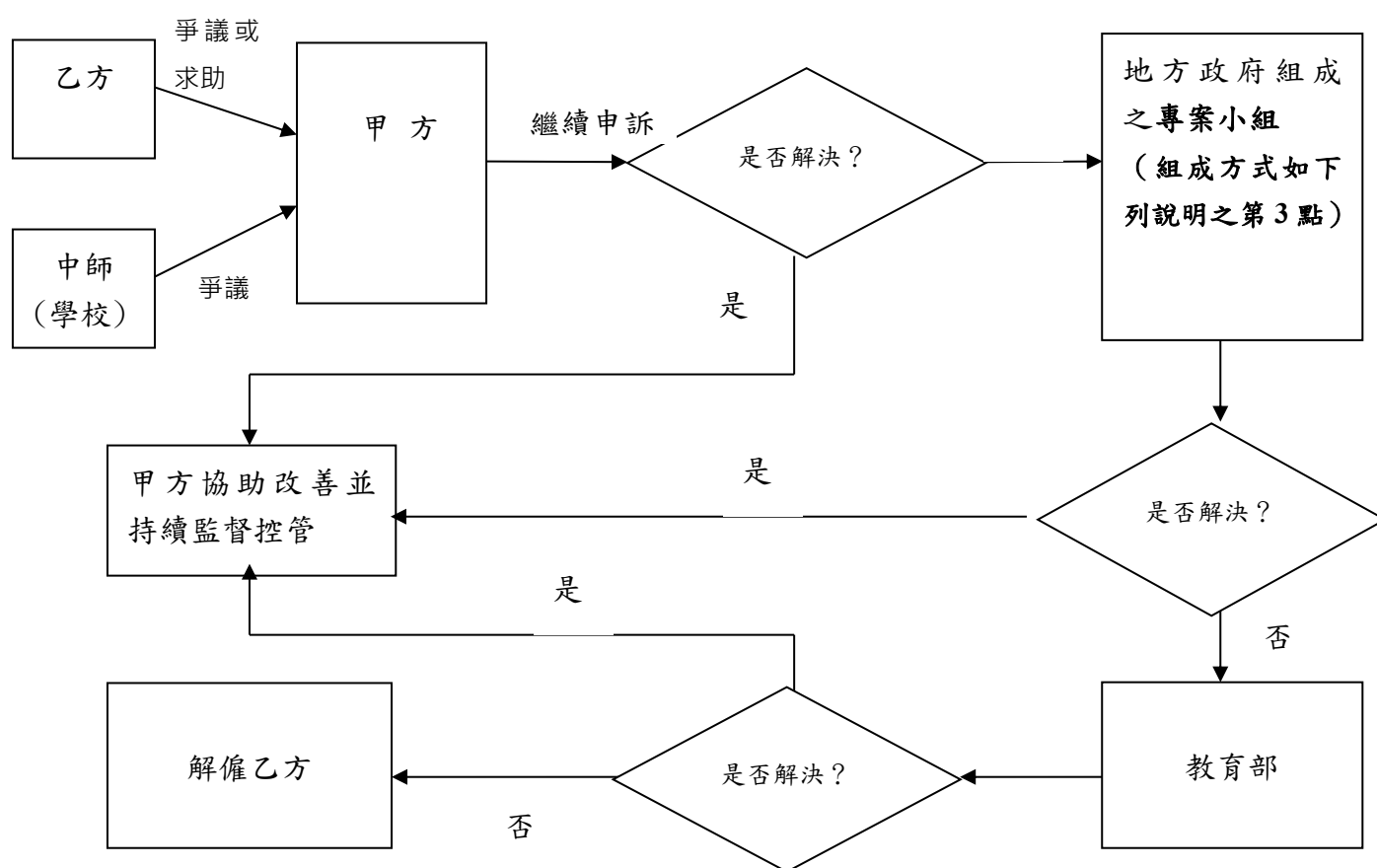
外籍英語教師待遇標準表			
學歷 月薪 年資	博士	碩士	學士
12	91,420	86,820	78,045
11	89,750	85,295	76,650
10	88,080	83,755	75,235
9	86,410	82,225	73,865
8	84,740	80,705	72,475
7	83,065	79,160	71,065
6	81,385	77,630	69,680
5	79,715	76,095	68,290
4	78,045	74,565	66,900
3	76,375	73,030	65,510
2	74,710	71,495	64,110
1	73,025	69,965	62,720
備註：			
1. 單位：新臺幣元			
2. 本表自民國 101 年 8 月 1 日起實施			

Appendix B

Table of Standard Salary Rates for Foreign English Teachers			
Education Background Monthly Salary Seniority	Doctoral Degree	Master's Degree	Bachelor's Degree
12	91,420	86,820	78,045
11	89,750	85,295	76,650
10	88,080	83,755	75,235
9	86,410	82,225	73,865
8	84,740	80,705	72,475
7	83,065	79,160	71,065
6	81,385	77,630	69,680
5	79,715	76,095	68,290
4	78,045	74,565	66,900
3	76,375	73,030	65,510
2	74,710	71,495	64,110
1	73,025	69,965	62,720
Remarks :			
1. Units: New Taiwan Dollar.			
2. Effective date of this table: August, 1, 2012.			

附 錄 C

外籍英語教師申訴及處理流程

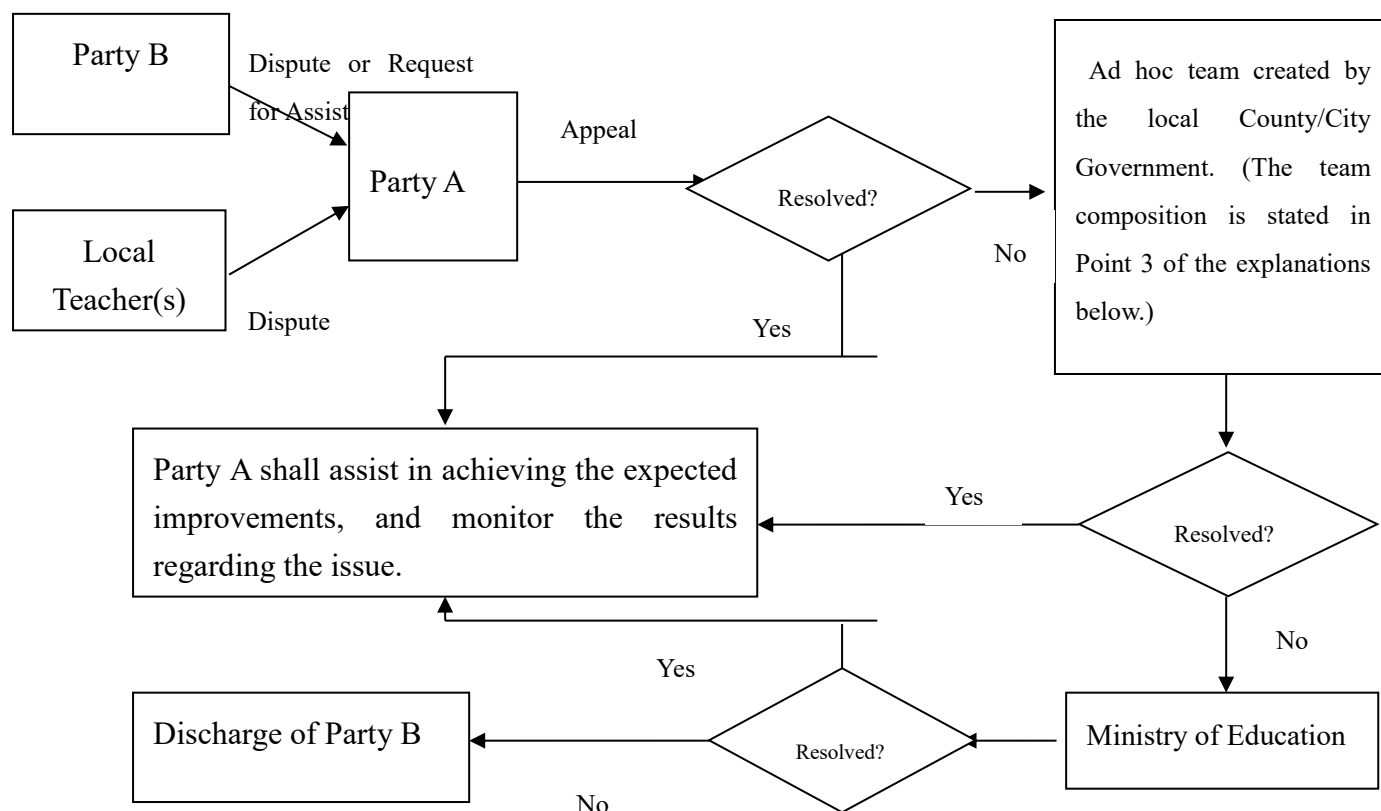


說明：

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 Settling Disputes or Complaints Concerning Foreign English Teachers



Explanations:

- When a dispute or a request for assistance arises by/between a local teacher or/and Party B, the issue should 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.
- If the settlement made by Party A is unacceptable to all the parties, an appeal may be filed with the Local Government.
- An ad hoc team (composed of one representative each of whom is a professional or specialist of the Committee for Promoting English Education or acknowledged teacher of an 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.
- 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 it cannot, an appeal may be filed with the Ministry of Education.
- 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

附 錄 D

Appendix 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 to Teach in the Foreign English Teacher Recruitment Project

Date : _____

教師名字 (您的名字) Teacher's Name (Your Name)	現任教學學校與 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 in the Project?	擅長或偏好的教學環境 (國小或國中?) 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, For example 1, 2, 3...	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 preference for the county/city you want to teach at in the left-hand column. In the left-hand column, please number, in order of preference, the counties/cities in which you wish to teach. (The MOE will take into consideration 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 tentative, and subject to change. We do not guarantee that you will be assigned according to your preferences. If any single county/city has too many applications, then assignments will be based on random selection.)	
1	基隆市 Keelung City			
2	桃園縣 Taoyuan County			
3	新竹縣 Hsinchu County			
4	新竹市 Hsinchu City			
5	苗栗縣 Miaoli County			
6	彰化縣 Changhua County			
7	南投縣 Nantou County			
8	雲林縣 Yunlin County			
9	嘉義縣 Chiayi County			
10	嘉義市 Chiayi City			
11	澎湖縣 Penghu County			
12	屏東縣 Pingtung County			
13	臺東縣 Taitung County			
14	花蓮縣 Hualien County			
15	宜蘭縣 Yilan County			
16	金門縣 Kinmen County			
17	連江縣 Lienchiang County			

簽名：

教師

教務主任

校長

Signature:

Teacher

Director of Administration

Principal

附錄 E Appendix E

醫院標誌

健康檢查證明應檢查項目表 (乙表)

檢查日期 ____/____/____

(醫院名稱、地址、電話、傳真機)

(年)(月)(日)

Hospital

ITEMS REQUIRED FOR HEALTH CERTIFICATE (Form B)

____/____/____

Logo

(Hospital Name, Address, Tel, FAX)

(M)(D)(Y)

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.	護照號碼 : _____ Passport No.
出生年月日 : - / - / - - - Date of Birth	國籍 : _____ Nationality
年齡 : _____ Age	聯絡電話 : _____ Phone No.

照片

Photo

實驗室檢查 (LABORATORY EXAMINATIONS)

A. 胸部 X 光檢查肺結核 (Chest X-Ray for Tuberculosis) :

X 光發現(Findings) : _____

判定(Results) :

合格(Passed) 疑似肺結核(TB Suspect) 無法確認診斷(Pending) 不合格(Failed)

(經臺灣健檢醫院判定為疑似肺結核或無法確認診斷者，得至指定機構複驗；但所在縣市無指定機構者，得至鄰近醫院之胸腔科門診複檢。)(Those who are determined to be TB suspects or have a pending diagnosis by the designated hospital in Taiwan must visit the referred institution for further evaluation.)

孕婦或兒童 12 歲以下免驗 (Not required for pregnant women or children under 12 years of age)

B. 腸內寄生蟲(含痢疾阿米巴等原蟲)糞便檢查(採用離心濃縮法檢查)(Stool examination for parasites includes *Entameba histolytica* etc.) (centrifugal concentration method) :

陽性，種名(Positive, Species) _____ 陰性(Negative)

其他可不予治療之腸內寄生蟲(Other parasites that do not require treatment) _____

兒童 6 歲以下或來自特定地區者免驗 (Not required for children under 6 years of age or applicants from designated areas as described in Note 6)

C. 梅毒血清檢查 (Serological Test for Syphilis) :

 檢驗(Tests) : a. RPR 或 VDRL _____ b. TPHA/TPPA _____

 c. 其它 (Other) _____

 判定(Results) : 合格(Passed) 不合格(Failed)

兒童 15 歲以下免驗 (Not required for children under 15 years of age)

D. 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 titers or measles and rubella vaccination certificates) :

a. 抗體檢查 (Antibody test)

 麻疹抗體 measles antibody titers 陽性 Positive 陰性 Negative 未確定 (Equivocal)

<p>德國麻疹抗體 rubella antibody titers <input type="checkbox"/>陽性 Positive <input type="checkbox"/>陰性 Negative <input type="checkbox"/>未確定 (Equivocal)</p> <p>b. 預防接種證明 Vaccination Certificates (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相隔兩週。) (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 going abroad)</p> <p><input type="checkbox"/>麻疹預防接種證明 Vaccination Certificates of Measles <input type="checkbox"/>德國麻疹預防接種證明 Vaccination Certificates of Rubella</p> <p>c. <input type="checkbox"/>經醫師評估，有接種禁忌者，暫不適宜接種。(Having contraindications, not suitable for vaccination)</p> <p>E. 漢生病檢查 (Examination for Hansen's Disease) 全身皮膚視診結果(Skin Examination)</p> <p><input type="checkbox"/>正常 Normal <input type="checkbox"/>異常 Abnormal：<input type="checkbox"/>非漢生病 (not related to Hansen's disease)：_____</p> <p><input type="checkbox"/>漢生病(疑似個案須進一步檢查)(Hansen's disease suspect needs further exam)</p> <p>a. 病理切片 (Skin Biopsy)：_____</p> <p>b. 皮膚抹片 (Skin Smear)：<input type="checkbox"/>陽性 (Finding bacilli in affected skin smears) <input type="checkbox"/>陰性 (Negative)</p> <p>c. 皮膚病灶合併感覺喪失或神經腫大(Skin lesions combined with sensory loss or enlargement of peripheral nerves)<input type="checkbox"/>有 (Yes) <input type="checkbox"/>無 (No)</p> <p>判定(Results)：<input type="checkbox"/>合格(Passed) <input type="checkbox"/>不合格(Failed)</p> <p><input type="checkbox"/>來自特定地區者免驗 (Not required for applicants from designated areas as described in Note 6.)</p>
--

備註(Note)：

- 一、本表供外籍人士使用。This form is for foreigners .
- 二、兒童6歲以下免辦理健康檢查，但須檢具預防接種證明備查(年滿1歲以上者，至少接種1劑麻疹、德國麻疹疫苗)。A child under 6 years old is not necessary to have laboratory examination, but the certificate of vaccination is necessary. Child age one and above should get at least one dose of measles and rubella vaccines.
- 三、懷孕婦女及兒童12歲以下免接受「胸部X光檢查」；懷孕婦女於產後仍應補照胸部X光。Pregnant women and children under 12 years of age are exempted from chest X-ray examination. Pregnant women should undergo chest X-ray after the child's birth.
- 四、申請免除胸部X光檢查之適用對象：申請人限來自結核病盛行率低於十萬分之三十的國家，並檢具由精神科醫師出具申請人在心理上不适合進行胸部X光檢查之診斷證明書，經行政院衛生署疾病管制局審核通過者，始得免除此項檢測。
- 五、兒童15歲以下免接受「梅毒血清檢查」。A child under 15 years old is not necessary to have Serological Test for Syphilis.
- 六、漢生病檢查為全身皮膚檢查，受檢者可穿著內衣內褲，並由親友或女性醫護人員陪同受檢。檢查時逐步分部位受檢，避免一次脫光全身衣物，維護受檢者隱私。Hansen's disease examination refers to careful examination of the entire body surface, which should be done with courtesy and respect to the applicant's privacy. During the examination, the applicant is allowed to wear underwear and be accompanied by a friend or female medical personnel. Hospitals or clinics have the responsibilities to protect the privacy of the applicant and the examination should be done step by step. Hence, taking off all clothes at the same time should be avoided.

八、根據以上對_____先生/女士/小姐之檢查結果為

合格 不合格 須進一步檢查

Result：According to the above medical report of Mr./Mrs./Ms. _____, Party B

has passed the examination has failed the examination needs further examination.

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

負責醫檢簽章 (Chief Physician) _____ (Name & Signature)

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

日期 (Date)：_____/_____/_____

本證明三個月內有效 (Valid for Three Months)

附錄：健康檢查證明不合格之認定原則

Appendix: Principles in determining the health status failed

檢查項目 Test Item	不合格之認定原則 Principles on the determination of failed items
胸部 X 光肺結核檢查 Chest X-ray tuberculosis examination	<p>一、活動性肺結核或結核性肋膜炎視為「不合格」。</p> <p>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。</p> <p>三、如經診斷為「疑似肺結核」或「無法確認診斷」時，由指定醫院通知雇主，自收受健康檢查證明之次日起十五日內，偕同受聘僱外國人攜帶健康檢查證明及胸部 X 光片至指定機構再檢查。</p> <p>四、妊娠孕婦得至指定機構進行三套痰塗片檢查，取代胸部 X 光肺結核檢查。三套痰塗片檢查結果任一為陽性者（但同套檢體核酸增幅檢驗（NAA）陰性者，不在此限），視為「不合格」。</p> <p>五、胸部 X 光肺結核檢查不合格個案（多重抗藥性個案除外），雇主得於收受診斷證明書之次日起 15 日內檢具相關文件，送衛生主管機關申請都治服務，需於完成藥物治療後，再經衛生主管機關認定後，視為合格。</p> <p>a. Active pulmonary tuberculosis or tuberculous pleurisy is unacceptable/failed.</p> <p>b. Non-active pulmonary tuberculosis including calcified pulmonary tuberculosis, calcified foci and enlargement of pleura, is considered acceptable/passed.</p> <p>c. If the diagnosis is "suspected pulmonary tuberculosis" or "unclear diagnosis," the designated hospital shall notify the employer. Within 15 days from the date of receipt of the medical certificate, the employer shall accompany the employed foreigner to the designated institution for a re-examination.</p> <p>d. Pregnant women may undergo three sets of sputum smear tests from the designated institutions to replace the chest X-ray tuberculosis examination. Any of the three sputum smear tests that are positive (but not NAA negative) is considered unacceptable/failed</p> <p>e. For failed chest X-ray tuberculosis cases (except for multi-drug resistance cases), after obtaining the medical records, the employer has 15 days to gather relevant documents, and send them to the competent health authorities to apply for treatment services. After the employee completes the medical treatment, and passes examinations by the competent health authority, Party B is considered passed.</p>
梅毒血清檢查	<p>一、以 RPR 或 VDRL 其中一種加上 TPHA(TPPA)之檢驗，如檢驗結果有下列情形任一者，為「不合格」：</p> <p>（一）活性梅毒：同時符合條件（一）及（二）、或僅符合條件（三）者。</p> <p>（二）非活性梅毒：僅符合條件（二）者。</p> <p>二、條件：</p> <p>（一）臨床症狀出現硬下疳或全身性梅毒紅疹等臨床症狀。</p> <p>（二）未曾接受梅毒治療或病史不清楚者，RPR(+)或 VDRL(+), 且 TPHA (TPPA)=1:320 以上（含 320）。</p> <p>（三）曾經接受梅毒治療者，VDRL 價數上升四倍。</p> <p>三、梅毒血清檢查陽性者，檢具治療證明，視為合格。</p>
腸內寄生蟲糞便檢查	<p>一、人芽囊原蟲（<i>Blastocystis hominis</i>）及阿米巴原蟲類，如：哈氏阿米巴（<i>Entamoeba hartmanni</i>）、大腸阿米巴（<i>Entamoeba coli</i>）、微小阿米巴（<i>Endolimax nana</i>）、嗜碘阿米巴（<i>Iodamoeba butschlii</i>）、雙核阿米巴（<i>Dientamoeba fragilis</i>）、唇形鞭毛蟲（<i>Chilomastix mesnili</i>）等，可不予治療，視為「合格」。</p> <p>二、「疑似痢疾阿米巴原蟲」（<i>Entamoeba histolytica/E. dispar</i>，包含囊體及活動體），指定醫院必須於二十四小時內通報直轄市、縣（市）衛生主管機關，同時通知雇主協助受聘僱外國人於通知之日起七日內至原醫院重新採取三次（每天一次）新鮮糞便檢體（至少拇指大小之量約三至五公克，且勿加入任何固定液，並以攝氏四度保存），併同原始已固定染色之檢體及送驗單於每次採檢後二十四小時內以冰寶冷藏運送至疾病管制署進行確認檢查。經確認檢查若屬迪斯帕阿米巴原蟲（<i>Entamoeba dispar</i>）時為「合格」，若屬痢疾阿米巴原蟲（<i>Entamoeba histolytica</i>）則為「不合格」，並由指定醫院據以核發健康檢查證明。</p> <p>三、腸道蠕蟲蟲卵或其他原蟲類如：鞭毛原蟲類，纖毛原蟲類及孢子蟲類者為「不合格」。</p> <p>四、腸內寄生蟲糞便檢查不合格個案，得於收受健康檢查證明之次日起六十五日內，至指定醫院治療後再檢查並取得陰性之證明；經確診為痢疾阿米巴原蟲陽性者，須取得治療後再檢查三次均為陰性之證明。</p> <p>a. <i>Blastocystis hominis</i> and amebic protozoa such as <i>Entamoeba hartmanni</i>, <i>Entamoeba coli</i>, <i>Endolimax nana</i>, <i>Iodamoeba butschlii</i>, <i>Dientamoeba fragilis</i>, <i>Chilomastix mesnili</i>, etc. can be treated as "pass" without treatment.</p>

	<p>b. Cases of "Entamoeba histolytica / E. dispar" (including balloons and moving bodies) must be notified to the competent health authorities of municipalities and counties (municipalities) within 24 hours. At the same time, the employer must to assist the hired foreigners to resubmit three (3) fresh stool samples (one per day) to the original hospital within seven days from the date of notification. At least three to five grams, thumb size, should be obtained. No fixing solution should be added and the stool sample must be stored at 4 degrees Celsius and shipped to Center for Disease Control (CDC) within 24 hours for each sampling for inspection together with the original stained sample. It is considered PASSED if the result shows Entamoeba dispar, and FAILED if it is Entamoeba histolytica. The designated hospital needs to issue a proof of health certificate.</p> <p>c. Intestinal worms eggs or other protozoa such as: flagellates protozoa, ciliates and sporozoites are failed.</p> <p>d. Cases of unacceptable/failed intestinal parasite faecal examination should be re-examined within a designated hospital within sixty-five days from the date of receipt of the medical examination record with evidence of negative results. After a positive diagnosis of dysentery amoebae, treatment must be received and checked until there are three negative proofs.</p>
<p>麻疹及德國麻疹之抗體陽性檢驗報告或預防接種證明</p> <p>Measles and German measles antibody positive test report or vaccination certificate</p>	<p>麻疹、德國麻疹抗體檢查結果為陰性(或未確定者)，且未檢具於抗體檢查後之麻疹、德國麻疹預防接種證明者，視為不合格。但經醫師評估有麻疹、德國麻疹疫苗接種禁忌者，視為合格。</p> <p>The item is considered unqualified if measles or rubella antibody is negative (or equivocal) and no measles, rubella vaccination certificate issued after the antibody test is provided. Those having contraindications, not suitable for vaccinations are considered qualified.</p>
<p>漢生病檢查</p> <p>Examination for Hansen's Disease</p>	<p>一、於皮膚視診時發現疑似漢生病病灶，應依傳染病防治法規定通報主管機關。</p> <p>二、須進一步檢查者應自收受健康檢查證明之次日起十五日內，至指定機構再檢查。同時具備下列二項條件者，視為「不合格」：</p> <p>(一)持續性的皮膚病灶上有感覺喪失或改變，或有神經腫大。</p> <p>(二)皮膚抹片(或組織病理)發現麻風桿菌(Mycobacterium leprae)，或組織病理切片有符合漢生病的肉芽腫反應。</p> <p>三、漢生病檢查不合格個案，得送衛生主管機關申請都治服務，需於完成藥物治療後，再經衛生主管機關認定後，視為合格。</p> <p>a. A person with suspected Hansen's disease should be notified to the competent authority in accordance with the Law on the Prevention and Control of Infectious Diseases.</p> <p>b. Those who are determined to need further examinations must go to a designated hospital for re-examination 15 days within the next day of receiving their health record. Those who meet the following two conditions are regarded as unacceptable/failed:</p> <p>c. Persistent skin lesions have sensory loss or change, or there are enlarged nerves.</p> <p>d. Skin smears (or histopathology) reveal that Mycobacterium leprae, or histopathology, have a granulomatous response that corresponded to Hansen's disease.</p> <p>e. In the case of unacceptable examination of Hansen's disease, he / she must be sent to the competent health authorities for medical treatment and should be regarded as qualified after the medical treatment is completed and then confirmed by the competent health authority.</p>