國立臺灣師範大學約聘教師聘任作業要點

National Taiwan Normal University
Directives Governing the Appointment of Contract Lecturers

Last Amended on May 24, 2023

Article 1. National Taiwan Normal University (hereinafter referred to as "the University") has formulated the following *Directives Governing the Appointment of Contract Lecturers* ("the *Directives*") in accordance with the Ministry of Education's *General Guidelines for the Employment of Full-Time Contract Teachers at Junior Colleges and Institutions of Higher Education* to recruit exceptional teaching talents.

Article 2. The term "contract lecturers" as used herein shall refer to supernumerary lecturers who are hired on a contractual basis using the University's Endowment Fund and whose appointment has been reviewed and approved by the University.

Article 3. Contract lecturers may only be assigned the rank of lecturer. Rules on the qualifications and age limits for the appointment of regular full-time lecturers shall apply *mutatis mutandis* to the appointment of contract lecturers.

Article 4. Contract lecturers shall be entitled to the same salary grades as full-time lecturers, and those who have previously served as a civil servant or in a private organization domestically or abroad with outstanding achievements in a comparable position of a similar nature may be entitled to a pay raise based on their seniority in the same manner as full-time lecturers at the University.

Contract lecturers are required to be physically present at the University at least four days per week. Their basic teaching hours shall be 14 hours per week, and they may be entitled to up to three hours of overtime hourly pay per week per semester. Applications for reduced basic teaching hours shall be processed in accordance with the University's *Directives for the Calculation of Instructor Teaching Hours*.

Contract lecturers are exempt from research evaluations but are still required to undergo teaching and service evaluations.

Contract lecturers may be entitled to the following privileges in accordance with the applicable regulations of the University:

1. Service identity badges
2. Recreational gatherings, birthday celebrations, and faculty club activities
3. Use of University facilities and services in accordance with the regulations of their respective managing units

Contract lecturers' other rights and obligations shall be stipulated separately in their employment contract.

Article 5. Matters related to contract lecturers' labor insurance, labor occupational accident insurance, employment insurance, National Health Insurance, and other applicable deductions unaddressed herein shall be handled in

---

This English translation is provided for reference only. The Chinese version shall prevail in case of any discrepancies between the English and Chinese versions.

accordance with the applicable laws and regulations and the premiums to be paid shall be withheld by the University from their monthly remuneration.

The University shall withhold pension contributions from contract lecturers' remuneration based on the maximum withholding rate stipulated under Article 7, Paragraph 2 and Article 14, Paragraph 2 of the *Labor Pension Act*. Those who do not meet the eligibility requirements for the *Labor Pension Act* shall be handled in accordance with *Regulations Governing Severance Pay for Contract-Based Personnel Employed by Government Agencies and Schools*.

Contract lecturers shall be legally required to retire when they turn 65 years of age. Their mandatory retirement date shall be as follows:

1. Those born between August 1st and January 31st of the following year shall retire by the February 1st immediately following their 65th birthday.
2. Those born between February 1st and July 31st of the following year shall retire by the August 1st immediately following their 65th birthday.

Article 6. Units planning to hire a contract lecturer shall obtain the approval of the President through the applicable administrative procedures, submit a letter of appointment (see Appendix I) together with proof of the candidate's educational and work experience to all three levels of faculty evaluation committees for review and passage, and refer the candidate to the President for approval and appointment.

Contract lecturers shall sign an employment contract (see Appendix II for the contract format) upon appointment, which shall contain stipulations on their term of employment, reasons for contract termination or suspension, basic teaching (work) hours, time off and official leave, remuneration and compensation, pay raises, benefits, retirement, insurance, severance pay, and other rights and obligations.

Contract lecturers described in the preceding paragraph shall be employed on a one-year contract. Those seeking to renew their contract shall undergo an evaluation by the original hiring unit. The evaluation results and supporting documents shall be forwarded to the department-, college-, and University-level faculty evaluation committees for review and passage and then submitted to the President for approval.

The standards and procedures for the evaluation of contract lecturers shall be formulated by individual hiring units, passed by the department- and college-level faculty evaluation committees, and then submitted to the University's Faculty Evaluation Committee for future reference.

Article 7. Contract lecturers may request a teacher qualification review and a teacher's certificate in accordance with the *Regulations Governing Accreditation of Teacher Qualifications at Junior Colleges and Institutions of Higher Education*, but they may not request a promotion (change of appointment).

Contract lecturers who complete one year of teaching at the University and pass the applicable evaluations may be granted a contract renewal and a pay raise.

Those who fail the evaluations or refuse to undergo the evaluations shall

be subject to a non-renewal of appointment.

Except for those willingly resigning from their position, contract lecturers who are subject to a non-renewal of appointment for reasons not stipulated under Articles 6 and 7 of the *General Guidelines for the Employment of Full-Time Contract Teachers at Junior Colleges and Institutions of Higher Education* shall, pursuant to Article 12 of the *Labor Pension Act*, be entitled to a severance pay in the amount of half their average monthly remuneration for each year of service at the University for up to six months' worth of average monthly remuneration. The severance pay for partial years of service shall be prorated.

Article 8. Contract lecturers who commit any offenses resulting in suspension or termination under Articles 6 and 7 of the *General Guidelines for the Employment of Full-Time Contract Teachers at Junior Colleges and Institutions of Higher Education* during their contract period shall be subject to the applicable provisions of the cited *Guidelines*. Furthermore, the University may seek damages against said contract lecturers for breach of contract.

Article 9. Matters unaddressed herein shall be subject to the Ministry of Education's *General Guidelines for the Employment of Full-Time Contract Teachers at Junior Colleges and Institutions of Higher Education* and other applicable regulations.

Article 10. The *Directives* and any amendments thereto shall be implemented upon passage by the Administrative Council.

This English translation is provided for reference only. The Chinese version shall prevail in case of any discrepancies between the English and Chinese versions.

National Taiwan Normal University Employment Contract for Contract Lecturers

(Amended and passed during the 380th Administrative Council on May 24, 2023)

WHEREAS, National Taiwan Normal University ("Party A") wishes to retain the services of _____ ("Party B") as a contract lecturer to address Party A's educational needs; NOW, THEREFORE, both parties hereto agree to enter into this employment contract ("Contract") and be bound by the following terms and conditions:

1. Term of employment: From ____/____/_____ (MM/DD/YYYY) to ____/____/_____ (MM/DD/YYYY)
2. Associated unit:
3. Job description:
4. Remuneration and compensation standards: Equivalent to full-time lecturer
   (Salary point: _____ Monthly remuneration: NT$_____)
5. Teaching hours: Party B's basic teaching hours shall be 14 hours per week. Party B may be entitled to up to three hours of overtime hourly pay per week each semester. Applications for reduced basic teaching hours shall be processed in accordance with the University's *Directives for the Calculation of Instructor Teaching Hours*.
6. Party B may be entitled to a pay raise of one salary grade following one full year of teaching at the University if they pass the applicable evaluations and receive a contract renewal.
7. Time off and official leave: Regulations that govern regular full-time lecturers shall apply.
8. Benefits: The Provisions of Party A's *Directives Governing the Appointment of Contract Lecturers* shall apply.
9. Retirement:
   Party A shall withhold pension contributions from Party B's remuneration based on the maximum withholding rate stipulated under Article 7, Paragraph 2 and Article 14, Paragraph 2 of the *Labor Pension Act*. If Party B does not meet the eligibility requirements for the *Labor Pension Act*, the *Regulations Governing Severance Pay for Contract-Based Personnel Employed by Government Agencies and Schools* shall apply.
   Party B shall be legally required to retire when they turn 65 years of age. Their mandatory retirement date shall be as follows:
   (1) If Party B was born between August 1st and January 31st of the following year, Party B shall retire by the February 1st immediately following their 65th birthday.
   (2) If Party B was born between February 1st and July 31st, Party B shall retire by the August 1st immediately following their 65th birthday.
10. Insurance: Labor insurance, labor occupational accident insurance, employment insurance, National Health Insurance, and other mandatory insurance unaddressed herein shall be handled in accordance with the applicable laws and regulations. Premiums payable by Party B shall be withheld by Party A from Party B's monthly remuneration, whereas premiums payable by Party A shall be covered by Party A's University Endowment Fund or other related funds.
11. Party B shall be present at Party A's premises at least four days per week and may only seek external part-time teaching engagements or adjunct positions with Party A's prior permission in writing. Should Party B violate the preceding stipulation, Party B shall be reported to the competent faculty evaluation committee for disciplinary action and shall transfer all wages earned from said part-time engagements/adjunct positions to Party A's University Endowment Fund.
12. Party B shall abide by the *Act of Gender Equality in Employment*, the *Gender Equity Education Act*, the *Regulations on the Prevention and Handling of Sexual Assault, Sexual Harassment, or Sexual Bullying on Campus*, the *Regulations on the Prevention of Bullying on Campus* and other applicable regulations.
    Party B is prohibited from developing sexual or gender-related interpersonal relationships with students that violate professional ethics in the context of teaching, instruction, training, evaluation, management, or consultation, as well as when providing students with job opportunities. Upon becoming aware that their relationship with a student may violate the aforementioned professional ethics, Party B shall either remove themselves from the situation or report it to Party A for handling.
    Party B shall respect others' sexual and physical autonomy and shall refrain from unwelcome sexual advances or dealing with conflicts related to sex or gender through coercive or violent means.
13. During the term of employment, Party B agrees to abide by any and all regulations stipulated by Party A. In the event that Party B commits any offenses resulting in suspension or termination under Articles 6 and 7 of the *General Guidelines for the Employment of Full-Time Contract Teachers at Junior Colleges and Institutions of Higher Education*, Party B shall be subject to the applicable provisions of the cited *Guidelines*. Party A is required to give Party B a one-month notice for the early termination of this Contract due to budget cuts, organizational downsizing, or other extraordinary circumstances. Similarly, Party B is required to give Party A a one-month notice of early resignation due to extraordinary circumstances, and the resignation shall only take effect upon Party A's approval.

This English translation is provided for reference only. The Chinese version shall prevail in case of any discrepancies between the English and Chinese versions.

14. Party B hereby acknowledges that they are an employee hired by Party A under the *General Guidelines for the Employment of Full-Time Contract Teachers at Junior Colleges and Institutions of Higher Education* on a one-year contract. Party B shall undergo an evaluation by the original hiring unit if Party B wishes to have their contract renewed. The evaluation results and supporting documents shall be forwarded to Party A's department-, college-, and university-level faculty evaluation committees for review and passage and then submitted to Party A's President for approval. If Party B fails the evaluations or refuses to undergo the evaluations, Party B shall be considered subject to a non-renewal of appointment.
    If Party B is subject to a non-renewal of appointment for reasons not stipulated under Articles 6 and 7 of the *General Guidelines for the Employment of Full-Time Contract Teachers at Junior Colleges and Institutions of Higher Education*, then they shall be entitled to severance pay in the amount of half their average monthly remuneration for each year of service at the University for up to six months of average monthly remuneration pursuant to Article 12 of the *Labor Pension Act*, except where they submit a resignation of their own accord. Severance pay for partial years of service shall be prorated.
15. Matters unaddressed herein shall be subject to the Ministry of Education's *General Guidelines for the Employment of Full-Time Contract Teachers at Junior Colleges and Institutions of Higher Education*, Party A's *Directives Governing the Appointment of Contract Researchers*, and other applicable regulations.
16. Both parties hereto agree to designate the Taiwan Taipei District Court as the court of first instance regarding any litigation that should arise from this Contract.
17. This Contract shall be prepared in quadruplicate, with each party hereto holding onto one original copy and the remaining copies being forwarded by Party A to the competent units (one copy to be retained for filing, one copy to be retained by the hiring unit, and one copy to be retained by the Office of Human Resources).
18. This appointment shall only become effective upon the signing of this Contract.

Signatories

Party A: National Taiwan Normal University

President:

Party B: [Signature/ seal]

Place of residence:

National ID (or passport number):

Date: _____/_____/_____ (MM/DD/YYYY)

This English translation is provided for reference only. The Chinese version shall prevail in case of any discrepancies between the English and Chinese versions.