

**中華民國桃園市中壢區青埔國民中學**  
**聘僱外籍英語教師契約書**

The Employment Contract between Foreign English Teachers and  
Qing Pu Junior High School, Taoyuan City, Taiwan, 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：

桃園市青埔國民中學 (以下簡稱「甲方」)，與\_\_\_\_\_先生/女士，為  
公民 (以下簡稱「乙方」)。

茲於西元 2018 年     月     日簽訂本契約。

This Employment Contract is entered into on the \_\_\_\_\_ day of \_\_\_\_\_  
(month), 2018 by and between School, Taoyuan City, Republic of China (R.O.C)  
(hereinafter referred to as "Party A"), and Mr./Ms. \_\_\_\_\_, citizen of  
(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從事英語教學、研究、觀摩，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 hereby agrees to teach English, to perform research and teaching demonstration or  
study activities, to provide consulting services, and to participate in English related  
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 his/her responsibilities as set out in this Contract and in pursuance of  
the reasonable instructions 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。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) month 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. 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 乙方之聘僱期間（以下簡稱「受聘僱日」）為自西元\_\_年\_\_月\_\_日起至西元\_\_年\_\_月\_\_日\_\_為止。若乙方遲於受聘僱日未到校報到，則其聘僱期間為乙方實際到校報到日起至受聘僱截止日；簽約日隔日即為起薪日，惟起薪日至工作證申請核發期間，乙方應依甲方之工作時間規定，至甲方指定地點備課。（乙方需依法取得工作許可函、有效之健康檢查合格證明及刑事證明文件始得正式聘用）。

The term of employment for Party B shall commence from \_\_\_\_\_, \_\_\_\_\_ (hereinafter the "Commencement Date") to \_\_\_\_\_, \_\_\_\_\_ (hereinafter the "End Date"). If Party B reports to the school after the Commencement Date, the term of his/her employment shall commence from the actual date that Party B reports to the school until the End date. The starting work date will be the date from which salary will be calculated. However, Party B has to hand over the work permit granted, the qualified health examination certificate(s) and valid background check. Before the work permit is granted, Party B should prepare for lessons during prescribed hours at the designated school.

### 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和桃園市政府教育局所規定之事項。由於乙方在台從事教學性工作，非勞務性質，故不適用於勞基法規範。應嚴格遵守本契約之規範。

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 Education Bureau of Taoyuan City Government, as well as all rules and regulations as may be prescribed and promulgated at any time. Party B in this Contract focuses on teaching tasks rather than labor jobs, therefore Labor Law does not apply to Party B. Instead, Party B should follow the regulations under this Contract.

- 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、行政工作及其它指定工作。

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

- 3.3 乙方工作時間為每週5日，每日工作時數為 8 小時，自上午8時至下午16時，每週工時 40 小時，工作內容如下：

學期中，國中部分每週英語教學授課時數至多 22 節(含正式授課及協助各項英語教學活動)。每學期至少 36 小時依國民教育輔導團國中、小英語領域輔導小組（以下簡稱輔導團）所規劃之課程研發、研習活動、教學影片拍攝、競賽評分與作品校稿等工作，協助辦理本市英語教育相關活動。寒暑假期間，則依甲方或輔導團之規劃，辦理本市英語教師研習、學生營隊活動、研發本市英語特色課程與拍攝課程之教學影片。（依甲方或資源中心作息時間辦理，中午在校用餐時間計入工時，工時起迄時間與休假依據契約書規定辦理）並配合辦理本市英語教育相關活動。工作時間內，乙方應留在甲方校園內執行相關工作，若配合辦理資源中心或輔導團相關英語計畫，則乙方執行工作以該計畫公文所列地點為主。

Party B shall work 3 days a week, 8 hours a day, and from 8 a.m. to 16 p.m. (A nominal 40 work hours per week).

According to Party A's regulations:

During the semester, Party B will teach for a maximum of TWENTY TWO (22) periods per week for junior high schools (the duty includes class sessions and English related activities). A minimum of THIRTY SIX (36) hours of work shop per semester is dedicated to EERC (Education Bureau of Taoyuan City Government); the work shop may include but not limited to teaching training, class or curriculum designing, contest judging, filmmaking...etc. During winter and summer breaks, party A may assign temporary tasks for party B; the task may include but not limited to seminars, English camps, filming English videos or programs for education purposes. (Lunch hours on campus are counted as work time;) If Party B is assigned to assist at the English Teaching Resource Center, he/she should perform such tasks at the location assigned by government documents.

- 3.4 乙方基本教學時數國中每週至多 22 節，每節為 45 分鐘 (視學校需求安排)，若課程因甲方活動或者天然災害而取消，乙方必須在校方要求時補課。原則上校方需於三日前通知乙方，若甲方有特殊需求，得儘速通知乙方以利備課。

Party B shall be present at the School and fulfill a basic teaching load of up to 22 periods per week for junior high school. Every period is 45 minutes according to the school's arrangement. If Party B's classes are cancelled due to an event at Party A or a natural emergency, Party B must make up the classes missed if Party A requests. The date and time to make up the classes shall be mutually agreed on by Party A and Party B. Party A shall notify Party B three days in advance. Furthermore, if there are any special requests, Party A should inform Party B as soon as possible.

- 3.5 甲方得視需要調整乙方之工作地點，並於事前告知乙方，但該項調整不得對乙方之薪資及其他福利有不利之影響。甲方應依法為乙方向勞動部勞動力發展署申請聘僱許可（工作許可），完成聘僱程序；（如有）其他定期教學活動學校，亦應依相關規定申請聘僱許可（工作許可）。

Party A may, depending on Party A's need, make adjustments to the work place of Party B and inform Party B in advance; however such adjustment shall do nothing to prejudice Party B's salary rate and/or other welfare benefits. Party A needs to apply to the Workforce Development Agency, Ministry of Labor for Party B's employment permit (work permit), in order to finish the employment procedure in accordance with the laws. Other schools where periodic teaching is required (if any) also need to apply for an employment permit (work permit) pursuant to relevant regulations.

- 3.6 如遇彈性休假、傳染性疾病及其他因素停課之補課，乙方應配合甲方規定辦理。

Party B must make up the classes missed due to the adjusted flexible holiday, contagious diseases or other reasons if Party A requires this.

- 3.7 乙方國中每週授課 22 節，得視甲方需求協商是否排定增加授課節數，如超過授課總節數，所超出之授課節數核予補假。

If the total number of classes that Party B teaches exceeds the basic work load ( 22 periods per week for junior high schools ), Party A shall base on the exceeding working hours and give compensatory break to Party B.

- 3.8 甲方可要求乙方在正常工時以外加班。乙方須同意視甲方之需要延長工作時間或在假日

工作。在此情況下，甲方必須以彈性補休方式處理並於 1 週前告知。

Under exceptional circumstances, overtime work beyond normal work hours may be requested. Party B has to cooperate with Party A if overtime work is requested, and Party A shall inform Party B **ONE** week in advance. In this case, Party A shall provide compensatory break to Party B.

- 3.9 甲方得視需要調整乙方之教學班級和/或教室，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。

Party A may, depending on actual requirements, make adjustments to the classes and/or teaching classroom of Party B, and inform Party B in advance; provided, however, that such adjustments shall do nothing to prejudice Party B's salary rate and/or other welfare benefits.

- 3.10 桃園市政府教育局、輔導團及甲方得於乙方進行學校活動時進行錄影、攝影，但桃園市政府教育局、輔導團及甲方應於錄影、攝影前事先告知乙方。桃園市政府教育局、資源中心、輔導團及甲方有權使用拍攝之照片及錄影帶與研發之課程內容。

Party B agrees that the Education Bureau of Taoyuan City Government, Advisory group and/or Party A may make videotapes and take photographs while Party B is teaching or taking part in any school activities, provided however, that the Education Bureau of Taoyuan City Government and/or Party A shall inform Party B in advance of such requirements prior to conducting such activities and that the Education Bureau of Taoyuan City Government, EERC, Advisory group and/or Party A shall have the right to make use of such photographs and videotapes so taken and made.

- 3.11 乙方應提供申請聘僱許可（工作許可）之相關文件，並於接獲錄取通知之後，即刻向當地國法定授權機構申請有效之刑事證明文件，且自行負擔相關刑事證明文件及簽證之費用。乙方須保證本身身心健康且未經任何法院刑事判決認定有罪。乙方抵台之後需立即至醫療機構辦理體檢，並自行負擔體檢費用。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。乙方若為續約外籍英語教師，仍須檢附體檢證明，刑事證明文件則可向台灣當地之法定授權機構申請有效之證明。

Party B shall provide relevant documents for applying for the employment permit (work permit) ; apply to the designated authority for a valid criminal record check in his/her country immediately upon receiving the confirmation of the hiring notice. Party B shall bear the relevant criminal record check and visa costs. However, Party B needs to ensure himself/herself to be physically and mentally healthy. Party B shall also ensure that he/she has never been convicted of a criminal offense by any court. Party B shall take a health examination immediately and bear the cost after arriving Taiwan. 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. If Party B is a contract re-newed teacher of this project, he/she shall provide a valid criminal record and a health report from the designated authority in Taiwan.

- 3.12 乙方應接受甲方每月檢閱其教案、教學心得、自我評核報告，並得視實際需要接受資源中心之教學視導。

Party A have the right to monthly examine Party B's teaching plan, teaching feedback, and self-evaluation report on a monthly basis. Depending on the actual situation, Party B shall receive teaching supervision by English Teaching Resource Center if asked.

- 3.13 乙方有義務參加桃園市政府教育局、桃園市國民教育輔導團英語組所邀請之相關活動及會議。

Party B has the obligation to attend all the relevant activities and meetings conducted by the Taoyuan City English Advisory Team.

### 3.15 機票補助:

#### Airfare Reimbursement:

- 3.15.1 由乙方先自行購買自護照國籍居住地或其他國家居住地(乙方須檢附在該國居住地之工作證明)之機場來臺之單程經濟艙機票並於乙方來臺完成簽約後，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。乙方回程之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電子機票及購票證明交甲方影印，乙方並應於離臺後 1 個月內(以郵戳為憑)，將回程機票票根或登機證寄予甲方，以便甲方支付乙方回程機票款。

若乙方購買自護照國籍居住地之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 1 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。

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。

The maximum reimbursement amount is NTD\$ 40,000 for EACH way.

#### Ticket to Taiwan:

Party B is responsible for purchasing the plane ticket to Taiwan. The ticket is limited to (1) economy class, (2) Taiwan as destination, and (3) departs from the airport of Party B's residence in his/her country (the nationality as shown in the passport) or Party B's current residence in a certain country. Party B has to provide certificate of employment or work permit in that certain country to signify the existence in the country.

#### Ticket for Departure:

Party B is responsible for purchasing the plane ticket for departure. The ticket is limited to (1) economy class and (2) departure from Taiwan.

#### Round-trip Ticket:

The round-trip ticket shall be treated as two one-way tickets, and the price of the tickets shall be calculated as the half of the total air fare.

- 3.15.2 補助金額採核實報支方式，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）台灣銀行公告賣出即期貨幣之參考匯率為準。  
其補助原則如下：

Party A shall reimburse Party B the airfare according to the exact fee indicated on Party B's ticket stub and the air-ticket purchase receipt and/or certificate. 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. Principles of the airfare reimbursement are as followed:

來臺：乙方應妥善保留來臺之經濟艙機票購票證明及登機證，於到職日後三個月內

交予甲方核實補助（單程上限為新臺幣 4 萬元）。來程機票補助連同第四個月薪資一併發放。

**Ticket to Taiwan:**

Party A shall reimburse Party B the airfare **AFTER** Party B arrives Taiwan and signs the contract. Party B should provide ticket stub/boarding pass **AND** purchase receipt/certificate to Party A within **THREE (3)** months for the reimbursement. The reimbursement shall be paid along with the fourth month's salary.

離 臺：乙方完成契約後 1 個月內（以郵戳為憑），將其離台經濟艙機票之購票證明、登機證以及外籍英語教師本人國外或台灣之銀行帳戶資料寄至甲方，以便甲方核實補助乙方之回程機票款（單程上限新臺幣 4 萬元），甲方辦理匯款時，銀行收取之相關費用由乙方機票補助款中扣除。因故自動離職或歸責為乙方之解聘而未完成契約者，不予補助離臺機票。

**Ticket for Departure:**

Party B should provide Party A the electronic plane ticket **AND** the purchasing receipt/certificate **BEFORE** departure. After depart from Taiwan, Party B should provide the physical ticket stub **OR** the boarding pass **AND** Party B's bank information within **ONE (1)** month of the end of the contract (based on the date of the postmark) ; the bank information includes bank name, designation account number, home branch address, swift code, name of account holder, branch, institution/bank number, home address, and phone number. The wiring fee shall be deducted from the airfare reimbursement.

When the contract termination has occurred before the End Date due to Party B's initiative or the cause attributing to Party B's responsibility, Party A **shall not** provide with the airfare reimbursement for the departure flight.

3.15.3 本契約因第 12 條或第 13.1 條或第 13.2 條情事規定而終止契約，或乙方開始服務期間自行終止契約，其返國回程機票及相關費用應由乙方自行負擔。

When the Contract is terminated by Party B or in accordance with Section 12, 13.1, or 13.2, Party B shall bear the cost of the departure ticket and relevant expenses.

3.15.4 以上補助之機票，其登機證日期需符合執行本契約開始前之 2 個月內與契約終止後 30 日內有效。

For the above reimbursement to be valid, the date of the boarding pass must be valid within **TWO (2)** months before the Commencement Date of the Contract and 30 days after the contract ends.

3.15.5 如既有之各航線與航班均未能提供直飛航程時，則始得予以補助中途轉機之機票，惟其轉機間隔時間不得超過 24 小時

If Party B cannot obtain a direct flight, among all existing airlines in recent schedules, to his/her destination, transfer flights will be considered, on the condition that the waiting time of transfer does not exceed 24 hours.

**第四條：薪資與福利**

**Article 4: Salary and Other Benefits**

4.1 薪資：甲方提供乙方之月薪為新臺幣\_\_\_\_元，薪資自\_\_年\_\_月\_\_日起薪。自起薪日起至契約期滿期間每月計算，並於次月 15 日前依本契約 4.6 條相關規定給付。

Salary: Party A shall provide Party B with a monthly salary of NT\$ \_\_\_\_\_. The monthly salary will be paid from the date of commencement 2018/\_\_\_\_(MM)/\_\_\_\_(DD) to the termination date. The monthly salary will be calculated from the date of commencement to the termination and will be paid on or before the 15<sup>th</sup> of each following calendar month. The payment conditions should be subject to Section 4.6.

4.2 超時鐘點費：當乙方每週的授課時數超過國中每週 22 節或每週課外活動超過 5 小時，所超出之授課節數核予補假或超時鐘點費，超時鐘點費計算方式：國中每節 45 分鐘為 450 元。

Overtime Pay for Teaching Work: Party A shall offer hours in lieu or pay Party B NT\$450 for junior high, for each period of overtime, at Party A's discretion, if the teaching load exceeds 22 periods for junior high per week or extracurricular activities exceed 5 hours per week.

4.2.1 乙方需配合進行出缺勤打卡，如乙方未確實執行打卡，或當月無故缺席、上班上課遲到、早退（超過 10 分鐘），總次數超過 3 次以上者，自第 4 次起，將扣除當月全勤獎金 2000 元；當月上班上課遲到、早退累計超過 30 分鐘者，亦扣除全勤獎金 2000 元，若因此致乙方薪資計算有誤，由乙方自行負責。

Party B shall follow the procedure to clock in and clock out on working days. If Party B does not clock in/out accordingly, be late or leave early (over 10 minutes) more than three times within one month, or equivalently accumulated over 30 minutes of both late attendance and early leave within period of one month, the attendance bonus will be deducted; any errors due to the incorrect salary calculation are the responsibility of Party B. If Party B's failure to clock in/out is due to special reasons, he/she should provide a statement approved by the Coordinator (Office Manager).

4.3 住宿或房租津貼：甲方得視學校現況提供住宿或以補助房租津貼辦理。由甲方提供住宿，則不補助房租津貼。若乙方不接受甲方提供之宿舍，則須由甲方確認同意後，始可在外租屋，並補助乙方每月新臺幣 5,000 元之房租津貼，攜眷者新臺幣 10,000 元(眷屬僅限父母、配偶或子女，乙方必須出示相關證明予甲方審核通過後始能享有攜眷租屋補助)。新到職者以新到職日開始計算，當月依比例發放。(5000 元×當月受雇日數/30)。

Accommodation or Rent Allowance : Party A may depend on the school's current condition to provide Party B with accommodation or rent allowance. If Party A provides dormitory in school, Party B will not receive rent allowance, If Party B refuses to live in the provided dormitory, Party B needs to obtain permission from Party A in order to live elsewhere and receive rent allowance. The rental allowance is NTD\$5,000. For those who traveled with family members (parents and spouse), the rental allowance is NT\$10,000 instead. Party B shall provide related documents for the rent allowance. The calculations for rent allowance of new staff will begin from his/her initial employment date to end of the month (e.g. Initial employment date is Mar.15<sup>th</sup>. Rent allowance will be NT\$5000 ×15/30=NT\$2500.).

4.4 甲方應每個月對乙方進行一次書面考核（附錄 C），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，則甲方應於契約結束後給付乙方。惟若聘僱期間未滿一年，則該考核獎金依乙方實際受僱月份佔 12 個月之比例計算。甲方給付乙方之考核獎金額度最高為乙方一個月薪資(新臺幣\_\_\_\_\_元)。

Evaluation and Performance Incentives : Party A shall make a written evaluation of the performance (see Appendix C) of Party B each month, and complete all evaluations by the end of the term of employment date. If Party B's Performance Incentives is to be paid, Party A shall pay them after the completion of the Contract to Party B. However, if the term of the employment is less than 1 year, the subsidy shall be calculated in proportion to the exact number of months out of 12 months. The maximum amount of Party B's performance incentive is NT\$\_\_\_\_\_, which is the amount of Party B's base monthly salary.

4.4.1 平均考核分數為 85 分以上且事病假合計不超過 14 天並無曠職紀錄者，核發考核獎金。

A one-month-salary performance incentive will be payable to Party B with the performance rating equal to a score of 85 points or above and if Party B is never absent, and his/her personal leave and sick leave combined are no more than fourteen (14) days.

4.4.2 平均考核分數為 71~84 分，不發予考核獎金。

No performance incentive will be payable to Party B with an overall average performance rating equal to a score of 71 points or above, but less than 84 points.

4.4.3 平均考核分數為 70 以下,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，不予續聘。

No performance incentive will be payable to Party B with a 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 shall terminate this Contract with Party B without renewal.

4.4.4 乙方若因故未能完成契約，甲方將不發給考核獎金。

If Party B is unable to fulfill the contract under reasons of his/her own, the performance incentive will not be paid by Party A and the contract will not be renewed.

4.5 保險：乙方應依規定投保全民健康保險及勞工保險，並應負擔勞保、健保自負額，自負額之金額依中華民國相關法令規定。

Insurance : Party B is required to enroll in the National Health Insurance Plan and the Labor Insurance Program, and is obligated to pay for personal deductible, according to the R.O.C laws.

4.5.1 意外險：乙方將享有新臺幣 200 萬意外險的保障，醫療險每人新臺幣 2 萬元整，保費由甲方支付。

Accident Insurance : Party B will have a NT \$2 million accident insurance paid by Party A.

4.6 給薪日：乙方之薪資以及房租津貼給付日期為次月【15】日下午 3 時 30 分以前。若該月發薪日遇假日，則甲方會在 15 日前的最後一個星期五將薪資匯入乙方之帳戶。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— \_\_\_\_\_銀行（由機關訂定）。甲方應於給薪日前將付款明細交予乙方，乙方應於給薪日前一天確認付款明細。請假扣薪部分，亦於發薪時扣除。

Payment Date : Payment date of salary and rent allowance shall be the 【fifteenth (15 )】 day of each calendar month (hereinafter referred to as the “Payment Day”) at or before 15:30. If



the Payment Date falls on a Saturday or Sunday, Party B shall be paid on the last Friday before the 15<sup>th</sup>. The salary and rent allowance receivable by Party B for each month will be remitted to Party B's bank account number as opened by Party B with a financial institution in Taiwan – \_\_\_\_\_ Bank(determined by Party A), 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 payment. As to the portion of salary to be withheld in respect of the excessive days of leave taken by Party B, if any, it will be deducted from Party B's salary.

- 4.7 全勤獎金：乙方於全月工作認真教學及協助相關工作，未曾請假（銀行假除外），發予全勤獎金新臺幣 2000 元。新到職者以新到職日開始計算，當月依比例發放(2000\*當月受雇日數/30)。

A full attendance bonus of NT\$2,000 per month will be payable to Party B with the performance of hard working , cooperation with school-related activities and Party B never taking any personal or sick leave (except for Bank Leave). The bonus will be adjusted for new foreign teachers. (e.g. Initial employment date is Mar.15<sup>th</sup>. Attendance bonus will be NT\$2000 ×15/30=NT\$1000.)

- 4.8 月薪:甲方提供乙方之月薪為新臺幣【學士： 62,720 元】/【碩士： 69,965 元】/【博士： 73,025 元】（依規定，按乙方之最高學歷與教學年資核計薪級。教學年資可採計外師曾任教台灣各縣市公立學校之聘僱年資，乙方需提供年資相關證明予甲方審核）

Monthly Salary:

Party A shall pay Party B with a monthly salary. The salary rate varies with Party B's degree and experiences. If party B has a bachelor's degree, the pay will be NTD\$ 62,720/month; NTD\$69,965/month for master's degree and NTD\$73,025 for doctoral degree. Party B's salary rate is based on his/her highest education level **AND** teaching experience in any public schools in Taiwan. (Certificates of employment of public schools in Taiwan should be provided.)

## 外籍英語教師待遇標準表

### Salary Rate

學歷 Degree 年資 Teaching Experience(yrs.)	博士 Doctoral	碩士 Master's	學士 Bachelor's
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  
Currency: NTD

2.本表自民國 101 年 8 月 1 日起實施  
This rate is applicable since August 1st, 2012

## 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外，於本合約期間享有 10 天給薪年假（以寒暑假期間實施為原則）。於同一學校連續服務之外師，每滿一年，甲方應多核給一天年假給乙方，至多多核給 5 天，另於不影響課務的情形下休假。(每次以半天計算為原則)

In addition to national holidays and regular holidays, Party B is entitled to ten (10) days of paid vacation (within the summer or winter breaks). Under service in one school policy, Party A will give 1 day annual leave for the every following year. The maximum annual leave will be 5 days. (e.g. 6 years service in one school, the annual leave will be 5 days) Party B will under no class work affective circumstance to take the annual leave and base on taking 4 hours.

- 5.2 乙方有關請假事宜，依附錄 D 和附錄 E 規定辦理。

Party B shall abide by the relevant rules and regulations adopted by Appendix D and E with regards to any leaves taken by Party B.

- 5.3 給假應由甲方准駁之。乙方請假時，須依甲方規定之請假手續並於事前辦理完成。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 shall be subject to approval by Party A. Party B shall comply with Party A's leave application regulations and shall complete the application 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 of Party A.

- 5.4 乙方有關婚假、產前假、陪產假、娩假、流產假、喪假、公假、生理假、家庭照顧假等本契約未規範事宜，依桃園市政府教育局及甲方相關規定辦理(請見附件 H)。

With regard to wedding leaves, prenatal leaves, maternity caring leaves, maternity leaves, miscarriage leaves, funeral leaves, official leaves, menstruation leaves, 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 Taoyuan City Government and Party A shall govern (See Appendix H).

## 第六條：納稅義務

### Article 6: Taxation

乙方基於本契約所取得之薪資，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。

甲方代為扣繳所得稅之預扣比率为 18%，乙方於當年度在台居住滿 183 天之次月起改以 5% 扣繳，並發還溢扣金額。

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 liable or his/her income derived from his/her performance of this Contract; while Party A shall affect the income tax withholding in respect thereof in accordance with the R.O.C applicable laws.

Party A will execute the income tax withholding on behalf of Party B at a rate of 18%. If the foreign teacher has lived in Taiwan at least **183** days in a year the withholding tax rate will be reduced to 5% in the subsequent month, and the excess amount withheld will be reimbursed.

## 第七條：兼職

### Article 7: Part-time Job

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，乙方並應依約給付違約金及相關刑責罰金，如經甲方終止本契約，並應立即離境。

Party B shall not engage in any part-time jobs, 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. And the penalty abided by the regulations and laws of government of Taiwan, the Republic of China. 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 Rights

乙方於聘僱期間因職務範圍內所完成之創作以及其他著作，其智慧財產權同意歸屬甲方所有，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 to 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 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 fulfilled 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 乙方違反附錄 A 所含各項規定，甲方得以懲戒程序處理(附錄 B)。

If Party B has acted contrary to any of the provisions set out in Appendix A hereto, Party A will be subject to the disciplinary procedures as Appendix B.

- 12.2 乙方有下列情形之一者，視為違約，甲方得立即終止本契約：

Any of the following circumstances shall constitute a default of this Contract by Party B, and Party A may forthwith terminate this Contract immediately:

- 12.2.1 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規定者。

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 work permit.

- 12.2.2 乙方有違反中華民國法令情事（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 the litigation procedure or any other relevant matter resulting from his/her unlawful act).

12.2.3 乙方有損及中華民國政府或甲方名譽之行為者。

Where the action of Party B is jeopardizing the reputation of the R.O.C. Government and/or Party A.

12.2.4 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 of being infected with a statutory major contagious disease.

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

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

12.2.6 乙方無故連續曠職 3 天或一個月內累計曠職達 6 天者。

Where Party B is absent without cause for a period of three (3) consecutive days, or has accumulated 6 (six) missing days within one month.

12.2.7 乙方違反附錄 A 所含各項規定，經桃園市政府教育局或甲方所組成之專案小組(組成方式見附錄 F)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 Party A, or in the case of dispute, three written warnings counting undisputed ones plus written ones from an ad hoc team (See Appendix F for group composition) formed by the Taoyuan City Government.

12.2.8 乙方未在 30 天前向**甲方**提出離職書面申請書（需附註日期），經甲方書面同意，而提前終止本契約者。

Where Party B terminates this Contract before expiration of the employment term without giving a written, dated advanced notice of at least 30 days to the Principal of Main Employer School and receiving a written consent from Party A.

12.3 乙方如有前述任何違約之情事，除將不能獲得回程機票補助，完成合約獎金，租屋補助及其他福利之外，若造成甲方任何金錢，名譽或物質及其他損失，甲方將依法求償。

In the event of any default by Party B as set forth in the preceding Article 12, Party B shall be liable for any loss and/or damage caused and be held responsible in the case of Party A seeking legal resolution. Party B will also lose all benefits include but not limited to: Return airfare, Performance Bonus and Rent reimbursement etc.

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 經桃園市政府教育局或甲方所組成之專案小組，核屬因其他因素失去工作能力者。

Where Party B has lost his/her working capability on account of any other reasons, as evaluated by Party A, and (if Party B appeals) confirmed by an ad hoc team appointed by the Education Bureau of Taoyuan City Government.

13.1.3 經桃園市政府教育局或甲方所組成之專案小組，核屬無法勝任教學工作者。

Where Party B is incompetent to engage in teaching work, as evaluated by Party A, and confirmed by an ad hoc team appointed by the Education Bureau of Taoyuan City Government.

13.1.4 當乙方被指控對學生或同事有不當之行為及肢體行為者，並經查屬實者。

Where it is confirmed that party B behaves extremely inappropriate towards students or faculty and/or is involved in any serious misconduct.

13.2 乙方欲提前終止本契約，應於 30 天前向甲方提出離職書面申請書（需附註日期），經甲方書面同意，得提前終止本契約。

Party B may terminate this Contract before expiration of the term of employment with a written and dated 30 day notice to the Principle of Main Employer School and 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，需付乙方 1 個月薪資總額之資遣費。

If Party A is unable to provide work to Party B during the term of employment for any reason, Party B will receive a severance pay in an amount equal to the salary of ONE month.

#### 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：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，以反映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.

## 第十六條：爭議處理

### Article 16: Disputes Resolution

16.1 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.

16.2 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:

16.2.1 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 unless otherwise agreed to by Party A.

16.2.2 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。

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.

16.2.3 當發生爭議時，乙方得依「外籍英語教師申訴及處理流程」(參見附錄 E)提出申訴。

When a dispute arises, Party B may request assistance by using the, "Procedure for Exposing and Settling Disputes or Complaints Concerning Foreign English Teachers", as explained in Appendix E.

16.3 本契約以中華民國法律為依據，並以甲方所屬縣市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 county which governs Party A as the court of first instance trial.

## 第十七條：契約之解釋

### Article 17: Interpretation

17.1 本契約是以中、英文對照方式呈現，若二版本有不一致之處，**以中文為準**，雙方皆願本於誠摯努力溝通。

This Contract is executed in both English and Chinese. In the event of any discrepancy between these two versions (the Chinese version will be the standard version), a sincere effort will be made to correct the discrepancy to the satisfaction of both Party A and Party B.



17.2 契約文件之一切規定得互為補充，如仍有不明確之處，以中華民國相關法令規定為準。

Any and all provisions in this Contract and the attached documents may be reference to each other. In the event of any ambiguity, the related laws of the R.O.C shall prevail.

第十八條：其他

Article 18: Other Covenants

18.1 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.

18.2 除法律另有規定外，甲方毋須為乙方因任何行為偏差或疏失所造成之損害負責。

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.

第十九條 附則

Article 19 : Appendix

19.1 終止契約但書：若本契約 108 年度之預算審核未通過，在確保乙方能得到 107 年度一切權益之前提下，甲方得以終止與乙方之合約。

Proviso of the contract: If the government ceases the program, stopping to make the budget of this program in 2019, Party A can cancel the contract under the prerequisite that Party B can get all his/her salary and reimbursement in 2018.

立合約書人 Contract Agreement

**甲 方**(中華民國桃園市青埔國民中學)

Party A : Qing Pu Junior High School , Taoyuan City, Republic of China

代 表 人 (職章)

Representative (Seal): \_\_\_\_\_

甲方印信（單位圖記）：

Party A's Seal:

地址：桃園市中壢區領航北路二段 281 號

Address: No.281, Sec. 2, Linghang N. Rd., Zhongli Dist., Taoyuan City 320, Taiwan (R.O.C.)

**乙 方**(教師姓名)

Party B: (Teacher's Name)

Address (地址):

Nationality (國籍):

☐ Nationality of ROC

ID number: \_\_\_\_\_

Passport No. (護照號碼):

Signature (簽名處): \_\_\_\_\_

## 聘僱契約附帶條款

### Additional Terms and Conditions to the Employment Contract for English Teachers

#### 1. 教學活動 Teaching activities

- 1.1 乙方需準時授課，不遲到早退，未經同意不得調、代課。(若乙方上課遲到超過 5 分鐘，則遲到時間將會累計。待當月累計超過三十分鐘則開始扣薪，依照月薪比例扣除。)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 of the original teaching schedule, or substitute or to be substituted by another teacher, without obtaining prior approval from Party A. (If Party B is late for class over 5 minutes, late time will start to accumulate, if total late time in that month exceeds 30 minutes, pay deduction will start; proportional to monthly salary.) Party B may ask for leave only after having obtained prior approval from Party A, except in an emergency or an unexpected event.

- 1.2 乙方不得於聘僱期間使用粗俗之語言或有不當之行為表現。

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

- 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 his/her teaching duties in good faith and shall not punish 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。

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

- 1.5 乙方需參與甲方教育訓練、相關教學會議、課外活動、競賽等。

Party B is required to participate in mandatory trainings, 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，需接受甲方之批評與輔導，並即日改進。

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

- 1.7 乙方於聘僱期間必須與學生保持適當的距離與避免身體接觸。

Party B is responsible at all times for maintaining appropriate physical distance and avoiding physical contact with students.

- 1.8 乙方不得於聘僱期間傳教或發生影響學生身心健康之情事。

Party B shall not preach in the workplace at any time.

- 1.9 甲方有權觀察乙方上課情形，以瞭解其教學方式，作為提供改進教學建議及核給考核獎金依據。

Party A shall have the right to observe party B's class for the purpose of familiarization with

party B's teaching. This observation will serve as the basis of providing Party B with teaching feedback as from Party A, if any; and also serve as evaluation, which will be the basis for the year-end performance incentive.

## 2. 教學準備 Preparation for Classes

- 2.1 乙方應充分備課，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 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 乙方需與甲方指派人員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，且經甲方認可，方可實施。

Party B shall have thorough discussions with the Head Teacher (selected by the school when necessary) 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 lesson plans, and have the same reviewed and approved by Party A and the coordinator before implementing them.

## 3. 行政配合 Administrative Cooperation

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

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.

- 3.3 乙方服裝儀容需保持整潔合宜。

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

- 3.4 乙方不得於甲方校園內持有或閱覽含有成人情色內容之產品及刊物。

Party B shall not hold, or read any content/products of adult/pornographic nature in the school.

- 3.5 乙方不得從事危險或違法之活動，且乙方在上班時間，不可喝酒，且身上不得有任何酒味。禁止喝酒時間包括上班途中、宿醉和中午餐會。

Party B shall not engage in any dangerous or illegal activities. It is forbidden for party B to be under the influence of alcohol or consumption of alcoholic beverages at any time during working hours. Use of alcohol during office hours will be seen as misconduct. This includes coming to work, hangover and drinking alcohol at luncheons.

- 3.6 本人同意遵守學校規定，為了維護安全所需，在學校上課之中午用餐時間，一律在校內

用餐，不得外出用餐。（特殊情形經校方同意除外）

The teacher agrees to abide by the school rules. In order to maintain security needs, the teacher needs to have his/her lunch on campus. Unless permitted by the schools, leaving campus during lunch is prohibited.

3.7 乙方在校園內不得吸菸。

Party B must not smoke in school property or in areas near the school where students, parents or teachers may see.

4. 生活常規 Residency 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 he/she stays, and shall observe ordinary living norms, without being rowdy at night or making a mess.

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，若經查證屬實，得以懲戒程序處理。

Where there is a complaint filed by local residents against the improper conduct of Party B, Party A may conduct an investigation, and if the complaint is proven, Party B will be subject to disciplinary penalties regardless of cultural differences.

## 懲戒程序 Disciplinary Procedure

1. 當乙方行為有違反本契約相關規定或嚴重失當時，甲方可以發給乙方書面警告；管理機構得經甲方同意後，亦可發給乙方書面警告。

Where Party B commits an infringement, which is misconduct not amounting to serious misconduct, Party A may issue Party B a written warning. Agent from the Management institution may issue Party B a written warning under the approval of Party A.

### 2. 嚴重過失 Serious Misconduct

#### 2.1 第一次行為嚴重失當告知

First notification of serious misconduct:

- (1) 告知乙方失當行為的嚴重性，並予乙方口頭告誡  
Inform Party B of the seriousness of the misconduct and give consultation.
- (2) 給予乙方第一次書面警告  
Party B will be given the first written warning.
- (3) 如果乙方拒絕接受勸告，甲方可發給第二次書面警告  
If Party B refuses to be consulted, he/she will be given another written warning.
- (4) 甲方須提供乙方三天觀察期  
Party A will monitor Party B's conduct for the next three days.

#### 2.2 第二次行為嚴重失當告知

Second meeting to notify the seriousness of misconduct:

- (1) 事件發生當天即立即告誡乙方  
Inform Party B of the seriousness of misconduct on the same day.
- (2) 給予乙方第二次書面警告  
Party B will be given the second written warning.
- (3) 若乙方拒絕接受勸告，甲方可發給第三次書面警告  
If Party B refuses to be consulted, he or she will be given another written warning.
- (4) 甲方須提供乙方三天觀察期  
Party A will monitor the employee's conduct for the next three days.

#### 2.3 第三次警告並發解聘通知

Third warning and notification of the termination of the contract:

- (1) 事件發生當天即立即告誡乙方  
Inform Party B of the seriousness of misconduct on the same day.
- (2) 乙方會獲得第三次書面警告和解聘通知書  
Party B will be given the third written warning and the termination of the contract.

### 3. 教學成效不彰 Poor Performance

### 3.1 第一次教學成效不彰通知

First meeting to notify that performance is below standard

(1) 告知乙方教學問題為何

Tell Party B of the problems.

(2) 舉行第一次教學評鑑，由本市遴聘評鑑委員共同評鑑

First teaching demonstration will be held and evaluated by an ad hoc team appointed by the  
Taoyuan City Government.

(3) 提供乙方教學改善建議

Give Party B suggestions about how to make the improvements.

(4) 15 天後舉行第二次教學評鑑，由評鑑委員共同評鑑

Second teaching demonstration will be held and evaluated by an ad hoc team appointed by the  
Taoyuan City Government 15 days later.

(5) 若未見改善，甲方可於十日後解聘乙方

Party A may terminate the contract with Party B 10 days later if his or her performance has not  
been improved.

附錄 C Appendix C

**桃園市國民中、小學英語教學資源中心 105 學年外籍英語教師教學評鑑紀錄表**

外籍教師 Teacher's Name:				
服務學校 School :			總分 (Total score) :	
累計出缺勤統計 Cumulative Attendance Report (Since 06/01/2015)	病假 Sick	事假 Personal	遲到 Late Arrival	早退 Premature Departure
訪視紀錄: 0-100 分				
【85-100 分表現佳 ( Good ) 70-85 分需輔導 ( Ok ) 70 分以下加強輔導, 擇期再評 ( Need Improvement ) 】				
評 分 向 度				得分
1、教師專業素養 (Teacher's Professional Capacity): 25% 1.教師英語發音、音量及速度 (Voice “tone and volume”) 2.教師英語用字、文法之適當性 (Proper and consistent use of grammar and vocabulary) 3.教學熱忱 (Level of enthusiasm) 4.精神儀表 (Level of confidence and care taken with appearance “dress code”) 5.特別付出 (Extra effort “props, worksheets, posters, prizes”)				
2、教學 (Teaching) : 30% 1.教學主題的呈現 (Presentation of material & lesson plan) 2.教學活動安排與設計 (Quality of games & activities) 3.教學流暢、熟悉度 (Transition and flow of classroom components) 4.適當給予學生參與練習的機會 (Student participation in the lesson) 5.師生互動 (Teacher/student interaction) 6.教學資源蒐集和教具使用 (Appropriate use of teaching resources)				
3、教室管理 (Classroom Management) 20% 1.學習氣氛的營造 (Classroom atmosphere conducive to learning) 2.班級管理的技藝 (Classroom management “discipline” ) 3.協同教學的效能 (Foreign/Chinese teacher interaction) 4.偶發事件處理 (Incident management)				
四、教師工作態度 (Teacher's Work Ethic) : 25% 1.出缺席狀況 (Attendance) 2.行為態度 (Professional conduct) 3.人際關係 (Interpersonal relationships with colleagues) 4.配合學校各項活動 (Cooperating with School's activities ) 5.配合主管的行政指示或工作派遣 (Cooperating with Supervisor's distribution of work)				
總評 (Comments)				
評鑑者簽名:				

管理教師:

單位主管:

服務學校校長: