

教育部擴大引進外籍英語教學人員計畫

Taiwan Foreign English Teacher Program, Ministry of Education

**中華民國基隆市(立)\_\_\_\_\_及\_\_\_\_\_國民中(小)  
學外籍英語教師合聘契約書**

**The Joint Employment Contract Between the Foreign  
English Teacher  
and \_\_\_\_\_ School, Keelung City,  
and \_\_\_\_\_ School, Keelung City,  
Republic of China**

**本契約範本僅提供參考，各縣市及學校仍應因時因地使用  
(涉經費補助及本國法令相關內容不得修改)**

This contract template is for reference only. City and county governments, as well as schools, should make adjustments based on local conditions and specific circumstances. Provisions related to program funding and those subject to applicable laws shall not be modified in this contract template.

# 外籍英語教師聘僱契約

## Employment Contract for Foreign English Teacher

立本聘僱契約人：

\_\_\_\_\_學校(以下稱「甲方」)，設址於中華民國\_\_\_\_\_及  
\_\_\_\_\_學校(以下稱「丙方」)，設址於中華民國\_\_\_\_\_共同  
與\_\_\_\_\_先生/女士(以下稱「乙方」)，為\_\_\_\_\_公民，居住於  
\_\_\_\_\_，茲於西元\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日簽訂本契約。

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

各方為確立聘僱條件，同意遵守下列條款：

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

### 第一條：聘僱

#### Article 1 Employment

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

Party A and Party C agree to hire Party B to engage in the teaching, research, and consultation of English and related activities in accordance with the provisions set forth hereunder.

- 1.2 乙方同意受甲方及丙方聘僱，按甲方及丙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 Part C, provide services as reasonably requested by Party A and Party C, and take the related responsibilities.

- 1.3 若乙方受聘於兩所以上學校，乙方之薪資與福利給付方式依本契約第4條規

定辦理，而工作地點依本契約第3.2條規定辦理。

If Party B is signing with more than two schools, the payment for its salary will be in accordance with the regulations of Article 4 of the Contract; and its work place according to Article 3.2 of the Contract.

- 1.4 乙方應來自官方語言或通用語言為英語之國家，並符合「各級學校申請外國教師聘僱許可及管理辦法」所定資格，始得擔任本契約所稱外籍英語教師。

Party B should be the citizen of a country where the official language or common language is English, and meet the qualifications listed in "Regulations Governing Educational Institutions at All Levels Applying for Work Permits for Foreign Teachers and their Administration", before he/she starts working as a foreign English teacher as agreed by both parties in this contract.

## 第二條：試用期間與聘僱期間

### Article 2 Term of Probation and Term of Employment

- 2.1 乙方之試用期間為受甲方及丙方聘僱起始起薪日起至屆滿3個月止。如試用期間甲方或丙方認定乙方無法勝任指定工作，甲方或丙方得依相關輔導及考核紀錄於試用期間內隨時終止本契約，且無須經乙方同意。若乙方為原校再聘時，則不受本條款之限制。

The Term of Probation for Party B shall be three (3) months, commencing from the Employment/Pay Start Date by Party A and Party C. During the Term of Probation, if Party A or Party C deems Party B incompetent to perform the tasks assigned, Party A or Party C may, based on relevant guidance and assessment records, terminate the Contract at any time within the probationary period without the consent of Party B. This article shall not apply to the re-employment of Party B by the original school ("re-employment" herein means re-employment by the original school).

- 2.2 乙方之聘僱期間自西元\_\_\_\_年\_\_月\_\_日（以下簡稱「受聘僱起始日」）起至西元\_\_\_\_年\_\_月\_\_日止（以下簡稱「受聘僱終止日」）；乙方之聘僱起始起薪日，自乙方取得教育部核發之工作許可或內政部移民署核發之外僑永久居留證抑或依親居留證，並依甲方及丙方規定完成報到手續當日起算。

Party B's Term of Employment shall commence on \_\_\_\_ (year) \_\_ (month) \_\_ (day) (hereinafter referred to as the "Employment Start Date") and end on \_\_\_\_ (year) \_\_ (month) \_\_ (day) (hereinafter referred to as the "Employment End Date").

Party B's Employment/Pay Start Date shall be the date on which Party B has both:

- (1) Obtained a Work Permit issued by the Ministry of Education (MOE) or an Alien Permanent Resident Certificate (APRC) or an Alien Resident Certificate (purpose of residence: dependent) issued by the National Immigration Agency; and
- (2) Completed the onboarding process as required by Party A and Party C.

聘僱起始起薪日為乙方實際提供勞務之始期；乙方之薪資及相關福利，亦自聘僱起始起薪日起計算，於聘僱起始起薪日前，甲方及丙方無義務支付任何薪資、福利或其他報酬。

The Employment/Pay Start Date shall be the actual date on which Party B begins to render services. Party B's salary and related benefits shall also be calculated from this date. Prior to the Employment/Pay Start Date, Party A and Party C shall have no obligation to pay any salary, benefits, or other compensation.

### 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、甲方及丙方及其所屬地方政府、擴大引進外籍英語教學人員計畫所規定之事項。

During the term of the Contract, Party B shall comply with the laws of the Republic of China (ROC) and the regulations set forth by Party A and Party C, the local government with jurisdiction over Party A and Party C, and the Taiwan Foreign English Teacher Program.

- 3.2 乙方同意至工作許可所核准之地點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、研習課程、行政、輔導訪視相關作業等工作。

Party B agrees to teach at the location approved by the work permit and to carry out the duties specified in this contract and the requirements set forth in Appendix A, including, but not limited to, teaching-related activities, professional development programs, administrative tasks, consultation and inspection-related work, and other assignments as designated by Party A or Party C.

- 3.3 乙方工作時間為每週5日，每日工作時數須滿8小時(不含午休)，自上午\_\_時\_\_分至下午\_\_時\_\_分(雙方可依各校作息協調彈性工作時間)，寒暑假期間則配合學校辦公時間彈性調整。除甲方及丙方另有規定外，於工作時間內，乙方應留在甲方及丙方校園內。

Party B's regular working hours shall be 8 hours per day (excluding lunch break), from \_\_\_ : \_\_\_ AM to \_\_\_ : \_\_\_ PM, five days a week. Both parties may coordinate flexible working hours based on each school's schedule. During the summer and winter breaks, working hours shall be flexibly adjusted based on the school's office hours. Unless otherwise specified by Party A and Party C, Party B shall remain on Party A's or Party C's campus during working hours.

甲方或丙方得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，及運用非正式課程時間與學生進行英語對話、英語營隊等英語教學相關課程與活動教學事項。

During summer and winter breaks, Party A or Party C may require Party B to conduct teaching activities equivalent to at least 15 class periods per week, including teaching, lesson planning, student English club activities, teacher training programs, and utilizing non-classroom time to engage students in English conversations, lead English camps, and carry out other English teaching-related activities.

經甲方或丙方同意於課餘時間施行之英語教學相關課程與活動，得計入每週基本授課節數之計算。

English teaching-related courses and activities that have been approved by Party A or Party C and are conducted outside of regular class hours may be counted toward the calculation of the basic weekly teaching hours.

若甲方或丙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。

Party B shall not reject Party A's or Party C's request for assistance in teaching and administrative work at school during summer and winter breaks.

- 3.4 簽訂聘僱契約時，應確認服務學校所屬教育階段，並擇定適用方案，另一方案則不予適用。

Prior to contract execution, Party B shall confirm Party A's and Party C's educational level and select one of the following plans. Only ONE plan is applicable for this contract.

【A方案：服務學校為國中或中學時使用】乙方任教服務學校班級基本授課節數為每週20節，每節為45或50分鐘。所稱授課節數包含會同本國英語教師進行之班級協同教學、會同本國教師共備課程及協助本國教師研習進修活動所施予之教學，及運用非正式課程時間(含課餘時間)與學生進行英

語對話、英語營隊等英語教學相關課程與活動教學事項。此外，甲方或丙方並得視實際需要安排乙方進行必要之教學行政工作。

Plan A – For Junior High or High Schools: Party B’s basic weekly teaching hours shall be 20 class periods per week at the assigned school, with each period lasting 45 or 50 minutes. The required teaching periods include co-teaching with local English teachers, participating in joint lesson planning with local teachers, assisting in professional development activities, and conducting English teaching-related courses and activities, including engaging students in English conversations during non-classroom time, leading English camps, and performing other relevant instructional tasks. Furthermore, Party A or Party C may arrange necessary teaching and administrative duties for Party B as required based on actual needs.

【B方案：服務學校為國小時使用】乙方任教服務學校班級基本授課節數為每週20節，每節為40分鐘。所稱授課節數包含會同本國英語教師進行之班級協同教學、會同本國教師共備課程及協助本國教師研習進修活動所施予之教學，及運用非正式課程時間與學生進行英語對話、英語營隊等英語教學相關課程與活動教學事項。此外，甲方或丙方並得視實際需要安排乙方進行必要之教學行政工作。

Plan B – For Elementary Schools: Party B’s basic weekly teaching hours shall be 20 class periods per week at the assigned school, with each period lasting 40 minutes. The required teaching periods include co-teaching with local English teachers, participating in joint lesson planning with local teachers, assisting in professional development activities, and conducting English teaching-related courses and activities, including engaging students in English conversations during non-classroom time, leading English camps, and performing other relevant instructional tasks. Furthermore, Party A or Party C may arrange necessary teaching and administrative duties for Party B as required based on actual needs.

經甲方或丙方同意於課餘時間施行之英語教學相關課程與活動，得計入每週基本授課節數之計算。

English teaching-related courses and activities that have been approved by Party A or Party C and are conducted outside of regular class hours may be counted toward the calculation of the basic weekly teaching hours.

若乙方擔任合聘教師，每週得酌減2至4節。若擔任英語教育資源中心相關職務，每週得酌減至多4節。

If Party B is employed as a joint teacher, the totally number of his/her weekly classes could be reduced 2-4 periods a week. Party B who regularly facilitates the English Education Resource Center will have classes reduced up to 4 periods a week.

- 3.5 乙方同意於所定工作時間內全心全力提供服務，且必要時，同意視甲方或丙方之需要延長工作時間或於假日工作。其延長工作時間或於假日工作之權利義務比照甲方及丙方對本國教師之相關規定辦理。

Party B agrees to provide services at his/her best during the designated working hours and work extra hours or on holidays at Party A's or Party C's request where necessary. The rights and obligations for working extra hours or on holidays applicable to Party A's and Party C's domestic teachers shall also apply to Party B.

- 3.6 乙方同意甲方或丙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。

Party B agrees that Party A or Party C may adjust Party B's work locations as necessary with prior notification, provided that such adjustments shall cause no harm to Party B's pay and benefits.

若乙方之聘任採合聘方式辦理，主聘及合聘學校須分別申請聘僱許可。

If Party B is appointed on a joint basis, the principal school and the joint school must apply for separate employment permits.

- 3.7 乙方同意教育部、各地方政府及甲方與丙方得於乙方進行教學活動或研習時進行錄影、攝影，並授權教育部、地方政府及甲方與丙方將拍攝之照片及影像用於非營利目的之公開活動或宣傳。

Party B agrees that the MOE, Local Governments, Party A and Party C may film or photograph Party B's teaching and professional development activities. Party B also consents the MOE, Local Governments, and Party A and Party C to use such videos or images in non-profit public or publicity activities.

- 3.8 乙方應提供申請工作許可之相關文件，包含半年內向原護照國法定授權機構申請全國性無犯罪紀錄行為良好證明。

Party B shall provide relevant documents for the application of a work permit, including a nationwide police check/clearance approved by an authorized legal entity in Party B's passport-issuing country, and must be obtained within the past six months.

倘已於他國工作致無法取得原護照國核發之全國性無犯罪紀錄行為良好證明者，則應提供現行工作國家核發之全國性無犯罪紀錄行為良好證明。若已於臺灣工作者，則得向所在地警察局外事科，申請核發警察刑事紀錄證明書(良民證)。

In the event that Party B is working in a foreign country and not able to acquire a nationwide police check/clearance issued by the passport-issuing country, Party B shall provide a nationwide police check/clearance issued by the country where he/she is employed. Party B currently working in Taiwan (Republic of China) may apply for a copy of his/her criminal record at the foreign affairs division of the local police department.

乙方應於雙方完成本契約簽訂後，即至所在地合格設立之醫療機構辦理健康檢查（健康檢查項目表如附表C），並於報到前提供甲方及丙方。

Upon the completion of the contract signing by both parties, Party B shall immediately undergo a health examination at a locally accredited medical institution (see Appendix C for the list of required examination items) and provide the results to Party A and Party C prior to the onboarding process.

在職期間之健康檢查當日，得依相關證明文件，每學年至多請公假1日。

On the day of a required health examination during employment, Party B may take up to one day of official leave per academic year upon submission of supporting documents.

乙方須保證本身身心健康且經健康檢查合格，並未經任何法院刑事判決認定有罪。若乙方經查獲提供不實資料或證件，甲方及丙方得依第12條規定終止本契約。

Party B shall guarantee his/her physical and mental health, pass the related health examinations, and provide a certificate of no criminal record. If Party B is found providing false application information or documents, Party A and Party C may terminate the Contract with respect to Article 12.

若乙方原護照國為勞動部108年7月17日勞動發管字第10805088081號令所公告之國家，乙方須於聘僱起始前，將健康檢查合格證明及全國性無犯罪紀錄行為良好證明經臺灣駐外單位驗證後交予甲方及丙方。

If Party B's passport nationality is one of the nationalities promulgated by the Ministry of Labor (MOL) in Order No. 10805088081 issued on July 17, 2019, Party B shall have his/her health certificate and nationwide police check/clearance



apostilled by the foreign affair office of Taiwan (Republic of China) near his/her location before sending them to Party A and Party C.

#### 第四條：薪資與福利

##### Article 4 Pay and Benefits

4.1 薪資(含膳費): 乙方於本契約第2條規定之聘僱起始起薪日始得起薪。甲方與丙方應依乙方之職務及所提供之勞務，支付下列薪資：

Pay (Meal fees included): Party B's salary shall commence from the Employment/Pay Start Date as specified in Article 2 of this contract. Party A and Party C shall pay Party B for his/her duties and labor services. The pay shall include:

4.1.1 月薪：甲方及丙方依本契約附錄B之規定，按乙方之最高學歷(應符合「各級學校申請外國教師聘僱許可及管理辦法」、「大學辦理國外學歷採認辦法」及「專科以上學校遠距教學實施辦法」所定資格)與教學年資核計薪級，為每月新臺幣\_\_\_\_\_元，薪資及相關福利由\_\_\_\_\_給付及支應。另聘僱期間如有晉薪之事實發生，如乙方於西元\_\_\_\_年\_\_月(含當月)之教學年資滿\_\_\_\_年，得於次月起晉薪1級，為每月新臺幣\_\_\_\_\_元。

Salary: Party A and Party C shall, by the stipulations of Appendix B to the contract, calculate Party B's salary grade based on Party B's highest level of education (which must meet the qualifications outlined in "Regulations Governing Educational Institutions at All Levels Applying for Work Permits for Foreign Teachers and Their Administration," "Regulations Governing the Assessment and Recognition of Foreign Academic Records by Institutions of Higher Education," and "Implementation Regulations Governing Provision of Distance Education by Junior Colleges and Institutions of Higher Education") and teaching seniority. The monthly salary shall be NT\$\_\_\_\_\_, and the salary and related benefits shall be paid and funded by \_\_\_\_\_. In addition, should there be an occasion for a raise of salary during the employment period, if Party B's teaching seniority reaches \_\_\_\_ years by (including) the month of \_\_\_\_\_ in the year of \_\_\_\_\_, Party B may be entitled to a salary raise of one grade from the following month, amounting to a monthly salary of NT\$\_\_\_\_\_.

乙方之薪給以月計之，服務未滿整月者，按當月實際在職日數覈實計支；其每日計發金額，以當月全月薪給除以三十日計算。

Party B's salary shall be compensated on a monthly basis. If Party B's period of employment is less than a full month, the salary for that month shall be prorated

based on the actual number of days of employment in that month. The daily wage shall be determined by dividing the monthly salary for that month by a fixed divisor of thirty (30) days.

- 4.1.2 年資採計及改敘規定：教學年資之採計以乙方於本國國內外公立高級中等以下學校及本國國內已立案之私立高級中等以下學校任教期間始計入，且取得教師證前、非全職、實習年資、不足年之教學年資(加總所有得以採計之教學年資後，所餘不足年之教學年資)及任校長職之年資均不得採計。

Seniority Calculation and Reclassification Regulations: Teaching Seniority shall be calculated based on the period during which Party B has taught at public elementary schools, junior high schools, or senior secondary schools, both within and outside of Taiwan (Republic of China), or at legally registered private elementary schools, junior high schools, or senior secondary schools in Taiwan (Republic of China). Teaching experience that cannot be counted towards the total teaching seniority includes the period before obtaining a teaching certificate, part-time teaching, internship teaching, teaching service of less than one year (any remaining teaching experience that is less than one year after summing up all the qualified teaching seniority), and any period served as a headmaster/headmistress/principal.

教學年資之計算，倘乙方受聘僱期間之始月或末月非服務整月者，得以1個月之教學年資採計，於採計12個月後，並得自第13個月起晉薪1級。

For the calculation of teaching seniority, if the initial or final month of Party B's employment period does not constitute a full month of service, it may be counted as one month of teaching seniority. After accumulating 12 months, starting from the 13th month, Party B is eligible for a one-grade salary increase.

另乙方需提供教學年資相關證明予甲方及丙方審核通過後始得採計，且於聘僱期間內雙方不得更改本契約採計之年資及薪資。

In addition, Party B must submit proof of teaching seniority for review and approval by Party A and Party C before it can be counted. Furthermore, neither party may change the seniority and salary calculated under this contract during the employment period.

乙方於「初任」（指參與教育部所屬計畫後首次引進）起敘時，業完成採計過往教學年資在案，基於「教學年資不重複採計」原則，倘其「在職期間」取得較高學歷而欲轉適用該學歷對應之薪級表，則不得再將過

往教學年資納入敘薪設算，而係於「新一學年度」簽訂聘僱契約辦理改敘時，以該學歷對應之薪級表中「最接近且不低於外師原有薪級對照表下一年度薪資之薪級」敘薪。

For initial employment, which refers to Party B's first recruitment under a Ministry of Education-affiliated program, past teaching seniority has already been assessed, recognized, and incorporated into the salary calculation. In accordance with the principle of non-duplicative calculation of teaching seniority, if Party B obtains a higher academic degree during the employment period and wishes to transition to the corresponding salary scale, the previously recognized teaching seniority shall not be included in the new salary calculation. Instead, upon signing a new employment contract for the upcoming academic year, Party B shall be placed at the salary grade in the new salary scale that is closest to but not lower than the salary grade for the following year under the previous salary scale.

另倘乙方轉換至教育部所屬計畫之其他學校服務，因非屬計畫首次引進之外籍英語教師，爰不適用「初任」之外籍英語教師敘薪規定，其於新任學校之起敘薪級仍應自前一所學校最後薪級起敘薪；至「在職期間」取得較高學歷，其敘薪仍依上開說明辦理。

If Party B transfers to another school under a Ministry of Education-affiliated program, Party B shall not be classified as a newly recruited foreign English teacher under the program. Accordingly, the initial salary grading rules for newly hired foreign English teachers shall not apply. Instead, Party B's salary at the new school shall be based on the final salary grade from the previous school. If Party B obtains a higher academic degree during the employment period, the salary adjustment shall continue to follow the aforementioned provisions.

- 4.1.3 超支鐘點費：乙方授課節數超過第3.4條所規定之基本授課節數時，甲方或丙方應支付超過部分之鐘點費【服務學校為國小時，每節新臺幣400元】/【服務學校為國中或中學時，每節新臺幣450元】，併入次月薪資發給。

Additional Class Period Compensation: If Party B's total class periods per week exceed the basic weekly teaching hours specified in Article 3.4, Party A or Party C shall compensate Party B for the excess class periods at the following rates: NT\$400 per period for elementary schools and NT\$450 per period for junior high or high schools. The additional class period compensation shall be disbursed together with the salary for the following month.

- 4.2 考核獎懲：甲方及丙方應至少每學期對乙方進行1次書面考核，其中教學專業、行政配合、專業倫理為應考核項目，並於聘僱期間屆滿前完成所有考核及做成考核時程紀錄、考核報告、輔導紀錄（如有輔導情形），並依其考核結果給予下列獎懲及作為後續聘僱之參考：

Evaluation, Rewards, and Disciplinary Measures: Party A and Party C shall conduct a written evaluation of Party B's performance at least once per semester. The evaluation shall cover key aspects, including teaching professionalism, administrative cooperation, and professional ethics. All evaluations shall be completed before the expiration of the employment period, with proper documentation, including an evaluation schedule, evaluation reports, and, if applicable, counseling records. Based on the evaluation results, Party A and Party C shall implement the corresponding rewards or disciplinary measures and consider them in future employment decisions.

- (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1個月考核獎金。

A bonus equivalent to the salary of one month will be given for grade A (above 80 points) in the evaluation and a total length of both personal and sick leave under 14 days and without unauthorized/unexcused absences.

- (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 bonus equivalent to the salary of half a month will be given for grade B (70 points and above but below 80 points) in the evaluation or a total length of both personal and sick leave over 14 days but under 28 days and without unauthorized/unexcused absences.

- (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。

No bonus will be given for grade C (below 70 points) in the evaluation or a total length of both personal and sick leave over 28 days or with unauthorized/unexcused absences.

- (4) 倘任一項應考核項目未滿70分，或考核評等為乙等以下者，應配合所屬地方政府、甲方及丙方協助之相關輔導並改善。

If any of the key aspects evaluated scores below 70 points, or if the overall evaluation rating is grade B or lower, Party B shall cooperate with the local

government, Party A, and Party C in receiving the necessary guidance and making improvements.

如乙方履行契約且考核評等為甲等或乙等者，甲方或丙方應於乙方聘僱期間最終給薪日併同給付考核獎金。

If Party B fulfills his/her contractual obligations and receives grade A or B for performance evaluation, Party A or Party C shall pay the foregoing bonus by the date the last salary payment is made.

若聘僱期間未滿12個月(如當月有授課之實，即納入月份計算)，則考核獎金依乙方實際受聘僱月份佔12個月之比例計算。

If Employment is less than twelve months (a single month counts as long as Party B teaches in that month), the bonuses shall be calculated in proportion to the actual number of months of Employment among eleven months.

- 4.3 交通補助：甲方或丙方補助乙方自護照國居住地、前工作地或配偶／直系親屬（直系親屬定義依本國民法相關規定辦理，以下同）所在地之最近機場來臺及離臺經濟艙機票各1次。若乙方有配偶或1名直系親屬於乙方獲甲方及丙方\_\_\_\_\_學年度聘任期間來臺，亦予補助來回機票。

Flight Reimbursement: Party A or Party C shall reimburse Party B for one economy-class round-trip airfare to Taiwan, departing from the nearest airport to Party B's place of residence in his/her passport-issuing country, previous place of employment, or the location of his/her spouse or direct relatives (the definition of 'direct relatives' shall be as defined under the relevant provisions of the Civil Code of the Republic of China (ROC), hereinafter referred to as the same). Additionally, if Party B's spouse or one direct relative visits Taiwan during the \_\_\_\_\_ academic year of Party B's employment with Party A and Party C, the round-trip economy-class airfare will also be reimbursed.

若乙方履行契約內所有責任與義務，無論聘僱期間是否達6個月，甲方或丙方應補助乙方回程機票；若乙方因故提前終止契約，且服務未滿6個月，則不予補助乙方回程機票。

If Party B fulfills all duties and obligations as stated in the Contract, Party A or Party C shall pay the expense of the return trip for Party B. If Party B terminates the Contract within 6 months after the Employment Start date, Party A or Party C will not pay for the return trip of Party B.

來程及回程機票補助額度上限均為每次新臺幣40,000元且核實報支，並應

於聘僱起始起薪日起至該學年結束1個月內（8月31日前），檢具購票證明（國際線航空機票購票證明單或旅行業代收轉付收據或其他足資證明支付票款之文件等擇一提供）、行程證明（如機票票根、電子機票或其他足資證明行程之文件等擇一提供）、搭機證明（如登機證、足資證明入出境事實之護照影本或航空公司所開立之搭機證明等擇一提供）等辦理核銷相關事宜。補助機票之匯率，以乙方購票當日（收據或購票證明所載購票日期）臺灣銀行公告賣出該貨幣即期匯價為依據，倘無臺灣銀行賣出該貨幣即期匯價者，得以現金匯價為依據。

The reimbursement limit for round-trip airfare is NT\$40,000 per trip, based on actual expenses with supporting documents, including purchase receipts (such as international airline ticket receipts, travel agency remittance receipts, or other documents proving payment of the fare), proof of itinerary (such as airline ticket stubs, electronic tickets, or other proof of travel), and proof of boarding (such as boarding passes, passport photocopies with entry and exit stamps, or proof of travel issued by the airline). These documents must be submitted starting from the Employment/Pay Start Date and no later than August 31, which is one month after the end of the academic year. The exchange rate for the airfare reimbursement shall be based on the spot selling rate of the currency announced by the Bank of Taiwan on the date of purchase (as shown on the receipt or proof of purchase). If no spot selling rate is available, the cash exchange rate may be used.

倘乙方未於當學年度使用回程機票，且聘僱期間未聘僱至當學年度最後一日，得於當學年度內延長聘期至多1個月為上限，並須於延長聘僱期間內執行本契約所定工作；前述規定乙方應於受聘僱終止日前60日內向甲方及丙方提出，並經雙方同意後始得變更聘僱期間及辦理聘僱許可展延。

If Party B does not request reimbursement for return airfare during the current academic year, and the original employment period ends before the last day of the academic year, Party B may, with mutual agreement, extend the employment period within the current academic year, provided that such extension shall not exceed one month and shall not go beyond the last day of the academic year. During the extended period, Party B shall perform the duties stipulated in this contract. Party B shall submit the aforementioned request to Party A and Party C no later than 60 days prior to the end date of the original employment period, and the employment period may only be extended and the work permit renewed upon mutual agreement.

甲方及丙方應協助乙方由機場、檢疫地點或辦理教育訓練場地前往學校，

若學校無法派員協助，應補助乙方前往學校之交通費，交通費則依據「國內出差旅費報支要點」核實報支。

Party A and Party C shall assist Party B in traveling from the airport, quarantine facility, or education/training venue to the school. A school unable to pick up Party B shall subsidize Party B's travel expenses to the school claimed according to the directions for claiming travel expenses of domestic business trips".

- 4.4 租屋補助：甲方或丙方依乙方實際租屋需求核實補助每月最高新臺幣5,000元租屋補助，如有配偶或直系親屬同住者，補助每月最高新臺幣10,000元租屋補助，並自聘僱起始起薪日起，以有居住事實之月份計算。

Housing Rental Reimbursement: Party A or Party C shall provide Party B with a housing rental reimbursement of up to NT\$5,000 per month based on actual rental needs. If living with a spouse or direct relatives, the assistance is up to NT\$10,000 per month. The assistance calculation begins from the Employment/Pay Start Date and is based on the months in which residence is factually established.

倘乙方受聘僱期間之首月或末月租屋期間未足月者，仍以月計，並依前項規定核實補助。

If the rental period in the first or last month of Party B's employment is less than a full month, the reimbursement shall still be provided on a monthly basis and processed in accordance with the provisions stated above.

如乙方居住於甲方或丙方免費提供之宿舍，或乙方居住於其本人或配偶或直系親屬在臺持有之房屋，則不予補助。

The housing rental reimbursement is not applicable if Party B's accommodation is provided for free by Party A or Party C, or if Party B lives in a property in Taiwan owned by himself/herself, his/her spouse, or his/her direct relatives.

若乙方及其同住配偶或直系親屬同屬教育部所屬計畫所引進之外籍教學顧問、外籍英語教師或全時外籍英語教學助理，應以1人申請租屋補助為限，不得分別請領，租屋補助之補助上限最高為每月新臺幣10,000元(乙方必須提供相關證明予甲方或丙方審核，如租賃契約)。

If Party B and his/her cohabiting spouse or direct relatives are also foreign teaching advisers, foreign English teachers or full-time foreign English teaching assistants introduced by the Ministry of Education's program, only one individual may apply for housing rental reimbursement. Separate applications are not allowed. The maximum housing rental reimbursement is capped at NT\$10,000 per

month (Party B must provide relevant documentation to Party A or Party C for review, such as the lease agreement).

- 4.5 保險：乙方應依規定投保全民健康保險(須領有居留證明文件者)及勞工、職災保險，並應負擔全民健康保險30%之保費及勞工保險20%之保費。保費之額度依據乙方薪資及當年度勞健保費率規定扣除。

Insurance: Party B shall enroll in the National Health Insurance (NHI) (applicable to those holding a residence permit), Labor Insurance (LI), and Work Accident Insurance as required by law. Party B shall bear 30% of the NHI premium and 20% of the LI premium. The premium amounts shall be deducted from Party B's salary in accordance with the applicable premium rates and regulations in effect at the time.

另甲方或丙方應於聘僱起始起薪日起提供乙方保額至少新臺幣2,000,000元之意外事故保險，作為乙方發生意外事故時，甲方或丙方提供乙方之事故賠償及道義補償金。

Party A or Party C shall provide Party B with work-related accident insurance with a minimum coverage of NT\$2,000,000, effective from the Employment/Pay Start Date. This insurance shall serve as the sole compensation and moral support payment in the event of an accident involving Party B, regardless of whether the accident occurs during or outside working hours.

- 4.6 退休金：若乙方為勞工退休金條例第7條適用對象，或外國專業人才延攬及僱用法第22條所定適用勞工退休金條例之對象，則依勞工退休金條例相關規定辦理提繳及請領退休金。

Pension: If Party B qualifies under Article 7 of the "Labor Pension Act" or Article 22 of the "Act for the Recruitment and Employment of Foreign Professionals," the pension contributions and claims shall be processed by the provisions of the Labor Pension Act.

- 4.7 其他費用：甲方或丙方應補助乙方來臺任教所辦理之簽證、護照、健康檢查(補助上限新臺幣2,000元)、強制保險(含海外勞工保險)、外僑居留證(居留事由：應聘)、文件驗證等必要文件所生費用。

Other expenses: Party A or Party C shall reimburse Party B for expenses incurred for obtaining a work visa, passport, health examination (with a reimbursement limit of NT\$2,000), compulsory insurance (including overseas worker insurance), Alien Resident Certificate (for employment purposes), document verification, and any other necessary documents required for employment.



- 4.8 給薪：乙方當月之薪資及租屋補助給付日為次月【5】日（下稱「給薪日」），前揭薪資及租屋補助將於給薪日轉帳至乙方在臺灣之金融機構帳號。甲方及丙方應於給薪日前將付款明細交予乙方，乙方應於給薪日前1天確認付款明細。請假扣薪部分，則於次月薪資扣除。

Payment of Salary: Party B's salary and housing rental reimbursement of the month shall be paid on the fifth (5) day of the next month (hereinafter called the "Payment Date"). The said salary and housing rental reimbursement shall be transferred to Party B's bank account in Taiwan. Party A and Party C shall deliver to Party B the statement of payments prior to the Payment Date, and Party B shall confirm the statement of payments one day before the Payment Date. The salary deduction for leave will be deducted from the salary of the next month.

### 第五條：休假與請假

#### Article 5 Time off and Application for Leave

- 5.1 乙方除享有國定假日、休息日與例假日外，每年享有10天特別休假。續任1年以上未滿2年者，每年核給11日；2年以上未滿3年者，每年核給12日；3年以上未滿5年者，每年核給14日；5年以上未滿10年者，每年核給15日；10年以上者，每1年加給1日，至多核給30日止。所稱續任係指原校再聘或同為教育部所屬計畫所引進者均屬之。

In addition to public holidays, rest days, and regular days off, Party B is entitled to 10 days of special leave each year. Party B will be granted a 11-day paid annual leave each year after being re-hired for more than one year but less than two years; a 12-day paid annual leave each year after being re-hired for more than two years but less than three years; a 14-day paid annual leave each year after being re-hired for more than three years but less than five years; a 15-day paid annual leave each year after being re-hired for more than five years but less than ten years; and one more day of paid annual leave for each one more year of service since the eleventh year to a maximum of thirty days. The accrued leave is applicable only when Party B is re-signing with schools joining Foreign English Teaching Professionals programs funded by the MOE.

若聘僱期間未滿12個月，則年假依乙方實際受聘僱月份佔12個月之比例計算。依比例計算後未滿半日者，以半日計，超過半日未滿1日者，以1日計。

The length of the paid annual leave for a service less than twelve month shall be calculated at the actual number of months of service among twelvemonths. After calculation on a pro-rata basis, if the number of days of the paid annual leave is

less than half a day, it shall be counted as half a day; if it is over half a day but less than one day, it shall be counted as one day.

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，則需提報甲方及丙方所屬地方政府備查，倘為國立學校則提報至教育部國教署備查。

Party B should take the paid annual leave during summer or winter breaks, in principle. Party B taking the annual leave in other periods (during a term) of the year shall submit official document to the Local Government that supervises Party A and Party C for future reference. If Party B works in a national school, it shall submit official documents to the K-12 Education Administration, Ministry of Education for future reference.

- 5.2 乙方每學年請事假超過7日者，按日扣薪；每學年請事病假合計超過14日者，按日扣薪。乙方請任何事病假或年假時，若有課務，應與本國教師協調調課，或另覓時間補行上課。

Party B is entitled to seven days of personal leave or fourteen days of personal and sick leave combined per school year. Party B's salary will be deducted by day for personal or sick leave in excess of such lengths. When taking personal/sick leave or annual leave during a school term, Party B shall switch classes with domestic teachers or reschedule the cancelled classes.

若聘僱期間未滿12個月，則事病假依乙方實際受聘僱月份佔12個月之比例計算。

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

- 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，準用「行政院與所屬中央及地方各機關聘僱人員給假辦法」辦理。

Party B's entitlement to Marital Leave, Pre-Maternity Leave, Accompanying Maternity Leave, Maternity Leave, Miscarriage Leave, Funeral Leave, Official Leave, Menstrual Leave, and Family Care Leave shall be governed by the "Regulations on Special Leave for Employees of the Executive Yuan and Subordinated Agencies," mutatis mutandis.

- 5.4 乙方請假時，須依甲方或丙方規定辦理請假手續。本條所定各類假別之給假應由甲方或丙方准駁之；乙方因其他特殊事由請假，亦由甲方或丙方依

個案准駁之。

Party B shall apply for leave of absence in accordance with Party A's or Party C's regulations. The leave of absence for each type of leave as specified in this article shall be granted by Party A or Party C's. If Party B requests leave for other special reasons, Party A or Party C's shall grant or reject the leave request in accordance with the case.

## 第六條：納稅義務

### Article 6 Tax Payment

- 6.1 乙方基於本契約所取得之所得，如依法及財政部中區國稅局113年1月25日中區國稅綜所遺贈字第1130000802號函應課徵所得稅，乙方應自行申報及繳納所得稅；薪資部分，則由甲方及丙方依中華民國相關法令規定，代為扣繳所得稅。

Party B shall, based on the income earned under this Contract, report and pay income tax on his/her own if required by law and by the Central District National Tax Bureau of the Ministry of Finance in official document No. 1130000802 issued on January 25, 2024. For the salary portion, Party A and Party C shall withhold income tax according to the related laws and regulations of the Republic of China.

- 6.2 於同一課稅年度(自1月1日起至同年12月31日止)在臺停留時間累積未超過183天者，以18%扣繳。

Party B will be taxed at a rate of 18% for a cumulative stay in Taiwan of less than 183 days in the same tax year (January 1<sup>st</sup> to December 31<sup>st</sup>).

## 第七條：兼職

### Article 7 Sideline

除報經甲方與丙方及其所屬地方政府同意，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，將依12.2規定處理。

Except with the permission of Party A and Party C and the Local Government supervising Party A and Party C, under no circumstances shall Party B engage in any sidelines, either paid or unpaid. Unpermitted engagement in sidelines will be deemed as a breach of the Contract and punished according to 12.2.

## 第八條：智慧財產權

### Article 8 Intellectual Property Rights

乙方同意其於聘僱期間從事之職務範圍內所完成之創作及其他著作，其智慧財產權歸屬於甲方或丙方所有，甲方或丙方無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或丙方，辦理一切必要且適當之手續，俾使甲方或丙方取得完整、專屬且合法之權利。

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

### **第九條：保密義務**

#### **Article 9 Non-Disclosure**

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

Party B shall maintain confidentiality regarding any confidential matters of Party A or Party C that are learned or held in the course of work or duties. Without Party A's or Party C's prior written consent, Party B shall not disclose such information to any third party or use it for personal gain or the benefit of others.

### **第十條：返還甲方或丙方之財產**

#### **Article 10 Return of Party A's or Party C's Property**

乙方於本契約終止時，應立即將其於聘僱期間內所製作、編纂、被交付或持有之一切文件及甲方或丙方之財產返還予甲方或丙方。

Upon Contract termination, Party B shall deliver or return forthwith to Party A or Party C all documents produced or compiled or delivered or held during Employment and Party A or Party C's property. Party B agrees to award all rights of the said documents to Party A or Party C.

乙方若為新聘，由甲方或丙方協助購置住宿所需相關生活用品，並以每學年新台幣9,000元為原則；若為原校再聘，則由甲方或丙方視乙方實際需求協助購置並核實報支，並以每學年新台幣9,000元為原則。若所購置用品屬非消耗品，則列為甲方或丙方財產，並於本契約終止時，返還予甲方或丙方。

If Party B is newly hired, Party A or Party C shall assist with the purchase of living necessities required for accommodation and with a reimbursement limit of NT\$9,000 per academic year; if Party B is re-employed by the Party A or Party C, Party A and

Party C shall evaluate the actual needs of living necessities required for accommodation before assisting with the purchase and with a reimbursement limit of NT\$9,000 per academic year. If the purchased supplies are non-consumables, they will be listed as the property of Party A or Party C and will be returned to Party A or Party C when this contract is terminated.

### **第十一條：不可抗力及其他免責條款**

#### **Article 11 Force Majeure and Disclaimers**

11.1 本契約所稱不可抗力事由係指該事由之發生須非可歸責於各方，且非各方得以控制或不可預見且經相當之注意亦無法防止、避免或排除，足以影響本契約一部或全部之履行者。

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

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

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

11.3 因不可抗力事由致一方無法或遲延履約，其屬未能按時履約者，得於不可抗力事由消滅後繼續履約，毋須負遲延責任；其屬無法再行履約者，得免除履約責任。

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

11.4 不可抗力事由發生或結束後，屬可繼續履約之情形者，各方應繼續履約。

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

### **第十二條：違約**

#### **Article 12 Breach**

12.1 乙方有下列情形之一者，視為違約，甲方應立即會同丙方研議終止契約事

宜，並於7日內辦理申請廢止乙方工作許可相關事宜。

Any of the following circumstances shall constitute a breach of the Contract by Party B, and Party A shall immediately discuss with Party C the termination of the contract and hereafter apply for voiding Party B's work permit in 7 days.

- 12.1.1 乙方於聘僱期間未於1個月前提出即離職或未經甲方及丙方同意而自行離職、兼職者。

Party B fails to notify resignation one month in advance or acquire Party A's and Party C's approval before resignation or engagement in sidelines or is found violating the "Employment Service Act" or "Act for the Recruitment and Employment of Foreign Professionals" during Employment.

- 12.1.2 乙方有違反中華民國法令情事。

Party B breaks the law of the Republic of China.

- 12.1.3 乙方有損及中華民國政府或甲方或丙方之名譽之行為者。

Party B engages in behavior defaming the ROC government, Party A, or Party C.

- 12.1.4 乙方拒絕提供健康檢查結果或因感染法定重大傳染疾病致健康檢查不合格者。

Party B refuses to submit a health check report or fails the physical examination for infection of a severe notifiable disease.

- 12.1.5 乙方拒絕提供必要資料或證件或提供不實或失效資料者，且情節重大者。

Party B refuses to provide the required information or documents or provides false or invalid information, where such act is deemed material in nature.

- 12.1.6 乙方無故累計曠職達3天者。

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

- 12.1.7 乙方違反附錄A所列規定，經甲方與丙方或地方政府組成之專案小組正式書面警告達3次，抑或經甲方與丙方或地方政府輔導無效被判定為不適任者。

Party B breaks the rules stated in Appendix A to the Contract and receives three written warnings from the task force formed by Party A and Party C or the Local Government or is determined as unqualified after the guidance arranged by Party A and Party C or the Local Government is in vain.

## 12.1.8 乙方違反性別平等法令相關規定：

Party B breaks the laws and regulations that relate to gender equality.

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

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

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

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

- (3) 經學校性別平等教育委員會或依法組成之相關委員會調查確認違反兒童及少年性剝削防制條例或性騷擾防治法第25條或第27條規定屬實。

The violation of the Child and Youth Sexual Exploitation Prevention Act, or Article 25 or Article 27 of the Sexual Harassment Prevention Act is found true through the investigation by the school's Gender Equity Education Committee or related committees formed by law.

- 12.1.9 經甲方與丙方或地方政府組成之專案小組調查確認有體罰或霸凌學生行為，造成其身心侵害屬實。

The act of corporal punishment or bullying of pupils has taken place, resulting in physical and psychological abuse is found true through the investigation by the task force formed by Party A or the Local Government.

- 12.1.10 經甲方與丙方或地方政府組成之專案小組調查確認具有教師法或教育人員任用條例所定之解聘、不續聘或資遣情事，或依相關法令有需終止聘僱契約之情事屬實。

The violation is dismissed, non-renewed or made redundant in accordance with the Teachers' Act or the Act Governing the Appointment of Educators, or that the employment contract must be terminated in accordance with the relevant laws and regulations is found true through the investigation by the task force formed by Party A or the Local Government.

- 12.1.11 經甲方與丙方或地方政府組成之專案小組調查確認違反兒童及少年福利

與權益保障法第97條規定屬實。

The violation of Article 97 of the Protection of Children and Youths Welfare and Rights Act is found true through the investigation by the task force formed by Party A or the Local Government.

- 12.2 乙方如有本條任何違約情事，甲方應立即會同丙方研議終止契約事宜並結清乙方於受聘僱期間之薪資。

If Party B violates any one of the above, Party A shall immediately discuss with Party C the termination of the contract and pay Party B the salary based on days of employment.

### 第十三條：其他終止事由

#### Article 13 Termination of Contract

- 13.1 乙方有下列情形之一者，甲方應立即會同丙方研議終止契約事宜：

When Party B is under any one of the following circumstances, Party A shall immediately discuss with Party C the termination of the contract:

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

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

- 13.1.2 經地方政府組成之專案小組認定，核屬因其他因素失去工作能力者。

Party B losses the ability to work for other reasons as confirmed by the task force formed by the Local Government.

- 13.1.3 經地方政府組成之專案小組認定，核屬教學不力或無法勝任教學工作並有具體事實者。

Party B is found that there have been specific instances of not fulfilling a teacher's duties or being unable to competently perform teacher's work as confirmed by the task force formed by the Local Government.

- 13.2 經甲方及丙方書面同意，乙方亦得提前終止本契約。

Party B may also terminate the Contract in advance with Party A's and Party C's written approval.

- 13.3 若甲方或丙方於聘僱期間內對乙方有嚴重侮辱、指使乙方從事犯罪或施以其他難以忍受之不人道行為，乙方得立即終止本契約，甲方或丙方應依本



契約第4.3條規定負擔乙方返國機票費用。(如服務未滿6個月亦適用)

Should Party A or Party C severely insult Party B, instruct Party B to engage in criminal activity, or subject Party B to any other forms of intolerable inhumane treatment during the employment period, Party B may immediately terminate this contract. In such event, Party A or Party C shall bear the cost of Party B's return flight, in accordance with the provisions of Article 4.3 of this contract, even if the period of service is less than six months.

若提前終止契約之原因係歸責於甲方或丙方，且乙方無違約致終止契約之情形，甲方或丙方須支付乙方1個月薪資之資遣費。

If Party A or Party C is responsible for the early termination of the contract, and Party B does not violate any regulations in the contract, Party A or Party C shall offer a severance pay equal to Party B's one month's salary.

- 13.4 乙方於聘僱期間死亡或重傷致無法履約時，甲方及丙方應將終止原因通知乙方原護照國之駐臺單位，並負擔及協助將乙方遺體及私人財物送返乙方原護照國之費用。

When a breach of contract occurs due to Party B's death or serious injury during the employment period, Party A and Party C shall notify the authorized office in Taiwan of Party B's passport-issuing country of the contract termination, and shall bear and assist the costs of repatriating Party B's remains and personal belongings to the passport-issuing country.

#### 第十四條：契約之修訂

##### Article 14 Amendment to Contract

各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及書面協議或承諾。本契約之修改除經各方書面同意並簽名或蓋章外，不生其效力。

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

#### 第十五條：通知

##### Article 15 Notification

本契約任一當事人所發之通知應以書面為之，並經送達他方當事人始生效力，但確有困難者不在此限。

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

## **第十六條：個別效力**

### **Article 16 Severability**

本契約各條款得予分割，且其中任一條款如經任何具管轄權之法院認定無效或無強制力時，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，各方得重新議定有效之條款。

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

## **第十七條：爭議處理**

### **Article 17 Settlement of Disputes**

17.1 各方因本契約所生之爭議，應依法令及契約規定，秉持誠信和諧，盡力協調解決之。

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

17.2 履約爭議發生後，履約事項之處理原則如下：

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

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

Performance of the sections unrelated to or unaffected by the dispute shall continue, except with Party A's and Party C's approval.

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。

When performance is interrupted by the dispute in which Party B is found unreasonable, Party B shall neither request for extension of performance nor

claim salary for the interruption.

- 17.2.3 乙方在生活或教學上需要協助時，應先向甲方或丙方請求協助；甲方或丙方無法提供協助時，乙方得向甲方及丙方所屬地方政府請求協助；甲方及丙方所屬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「國民中小學處理外籍英語教學人員特殊事件注意事項及處理流程」辦理。

If assistance in daily life or teaching is required, Party B shall seek assistance from the following parties in order: Party A or Party C, the Local Government that supervises Party A or Party C, and the MOE, when the Local Government cannot be of help. Party B shall file a grievance according to the “Guidelines and Procedures for Handling Special Events Involving Foreign English Teaching Talent in Elementary and Junior High Schools”.

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

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

## 第十八條：契約之解釋

### Article 18 Interpretation of Contract

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

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

- 18.2 本契約以中、英文方式簽訂，且各約款規定得互為補充，但中、英文意有所差異時，應以甲方及丙方之官方語言為準。

The Contract shall be signed in the Traditional Chinese and English versions. In the event of inconsistencies between both versions, the version prepared in Party A's and Party C's official language shall prevail.

## 第十九條：其他

### Article 19 Miscellaneous

- 19.1 除經甲方及丙方事前書面同意外，乙方不得將本契約之一部或全部轉讓他人。

Under no circumstances shall Party B assign part or all of the Contract to a third

party, except with Party A's and Party C's prior written approval.

- 19.2 如雙方擬繼續締約，甲方及丙方應確認乙方符合「各級學校申請外國教師聘僱許可及管理辦法」所定資格，並參酌本契約第4.2所規定之考核結果並經甲方及丙方所屬地方政府同意後，依新契約之條款續行辦理，且甲方及丙方應依法於聘僱期間屆滿前為乙方申請展延工作許可。

If both parties intend to renew the employment for the next academic year, Party A and Party C shall confirm that Party B meets the qualifications stipulated in the "Regulations Governing Educational Institutions at All Levels Applying for Work Permits for Foreign Teachers and Their Administration," take into account the evaluation results set forth in Article 4.2 of this contract, and obtain approval from the local government overseeing Party A and Party C's operations. The renewal shall proceed in accordance with the terms of a new contract. Party A and Party C shall also apply for the extension of Party B's work permit in accordance with the law before the expiration of the employment period.

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

Unless the law otherwise requires, under no circumstances shall Party A and Party C assume responsibility for the damage caused by Party B's deviant behavior or negligence, nor shall Party A and Party C be obliged to assist Party B in handling the litigious or other related matters caused by Party B's unlawful behavior.

- 19.4 本契約簽訂一式四份，由甲方、丙方、甲方及丙方所屬地方政府及乙方各執一份。

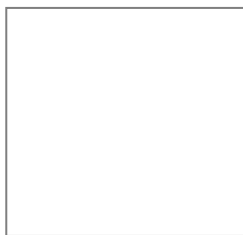
The Contract shall be made in four counterparts, and Party A, Party C, the Local Government that supervises Party A and Party C, and Party B shall keep one copy for their own reference.

甲方 **Party A**：中華民國\_\_\_\_\_縣(市)\_\_\_\_\_學校 / \_\_\_\_\_ School,  
\_\_\_\_\_ County/City, Republic of China

代表人(職章) Representative (Seal)：\_\_\_\_\_ 簽名處 Signature：\_\_\_\_\_

地址 Address：\_\_\_\_\_

甲方印信（單位章戳） Party A's Seal：



乙方 **Party B**：\_\_\_\_\_ (教師姓名 Teacher's Name)

國籍 Nationality：\_\_\_\_\_ 護照號碼 Passport No.: \_\_\_\_\_

地址 Address：\_\_\_\_\_

簽名處 Signature：\_\_\_\_\_

丙方 **Party C**：中華民國\_\_\_\_\_縣(市)\_\_\_\_\_學校 / \_\_\_\_\_ School,  
\_\_\_\_\_ County/City, Republic of China

代表人(職章) Representative (Seal)：\_\_\_\_\_ 簽名處 Signature：\_\_\_\_\_

地址 Address：\_\_\_\_\_

丙方印信（單位章戳） Party A's Seal：



<b>附 錄 A</b> <b>Appendix A</b>
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**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 乙方須準時授課，勿遲到早退，且不得未經同意調課或代課（於鈴響5分鐘內未進入教室為遲到，遲到逾10分鐘須擇期補課）。除緊急或不可預知事件外，乙方須經甲方或丙方事先同意，始得請假。

Party B shall give classes on time. Tardiness or under time is prohibited. No switching class or substitute teacher is allowed without permission (entry to classroom after 5 minutes from the bell ring shall be deemed as tardiness, and classes shall be rescheduled for tardiness exceeding 10 minutes). Except for emergency or unpredictable events, Party B shall apply for Party A's or Party C's approval prior to taking a leave.

- 1.2 乙方不得於課堂中及有關甲方或丙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 or behave improperly in class or at Party A's or Party C's official occasions.

- 1.3 乙方應善盡教學責任，並不得對學生進行不當管教(如體罰)、霸凌或致影響學生身心健康等情事。

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

- 1.4 乙方於聘僱期間必須與學生保持適當距離並避免身體接觸。

Party B shall keep proper distances and avoid physical contacts with students during Employment.

- 1.5 乙方不得因個人或情緒因素中斷教學活動或提早離開課堂。

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

- 1.6 乙方須參與甲方或丙方指派之相關教學會議、課外活動及競賽等。

Party B shall participate in related teaching-related meetings, extracurricular activities, and competitions designated by party A or Party C.

- 1.7 乙方教學表現欠佳時，須接受甲方或丙方之輔導並積極改進。

Party B with unsatisfactory teaching performance shall accept Party A's or Party C's guidance and make active improvements.

- 1.8 乙方不得於課堂上傳教。

Party B shall not disseminate religions in class.

## 2. 教學準備

### Class Preparation

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

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

- 2.2 乙方須與甲方或丙方協同教師於每堂課及每學期開始前充分討論及共同備課，確定課程與教材並擬定課程計畫，始得實施。

Party B shall engage in thorough discussions and joint lesson preparation with Party A's or Party C's co-teachers before each class and at the beginning of each semester to finalize the syllabus and teaching materials and draft the lesson plan before implementation.

- 2.3 乙方須與甲方或丙方共同規劃及運用非正式課程時間，辦理與學生進行英語對話之活動，例如英語口說學習角、英語營隊等英語教學相關活動，以提升學生英文聽說能力。

Party B shall collaborate with Party A or Party C in planning and utilizing non-classroom time to engage students in English conversations through activities such as English-speaking corners, English camps, and other English-teaching-related programs, to enhance students' listening and speaking skills.

- 2.4 為協助乙方瞭解學生需求並增進專業知能，乙方每學期應進行公開授課及教學觀察至少各1次。

Party B shall implement at least one teaching demonstration and one teaching observation each semester to understand more about students' level as well as enhance its professional skills.

## 3. 行政配合

### Administrative Cooperation

- 3.1 乙方應秉持善意，盡力理解、尊重並適應文化差異，避免於課堂中主觀批評政府及甲方或丙方之政策。

Out of goodwill, Party B shall understand, respect, and adjust to cultural differences at his/her best, and avoid making a criticism of the policies of the ROC government and/or Party A and Party C in class.

- 3.2 乙方須遵守甲方、丙方及其所屬地方政府、擴大引進外籍英語教學人員計畫相關規定，如參與學校相關行政、學科會議、輔導訪視相關作業、續約意願調查、研習課程，寒暑假亦然。

Party B shall comply with the relevant rules and regulations of Party A, Party C, the local government with jurisdiction over Party A and Party C (hereinafter referred to as the “Local Government”), and the Taiwan Foreign English Teacher Program. Such requirements include, but are not limited to, participation in school-related administrative and subject meetings, tasks related to consultation and inspection, contract renewal intention surveys, and professional development programs, including those conducted during summer and winter breaks.

- 3.3 乙方應以友善態度，與甲方及丙方之教師、行政人員、學生家長及其他外籍英語教師同儕保持良好關係。

In a friendly attitude, Party B shall maintain a good relationship with the teachers and staff, students’ parents, and other foreign English teachers of Party A and Party C.

- 3.4 乙方服儀需保持整潔合宜。

Party B shall dress neatly and tidily.

- 3.5 乙方不得於甲方及丙方校園內持有、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 possess, use, or read products or printed matters containing pornography or violent contents on campus.

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

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

#### 4. 生活常規

##### Daily Routines

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

- 4.2 乙方因行為不當，導致居住地區居民抱怨者，甲方及丙方得進行了解，必要時得輔導改善。

If local residents complain about Party B for improper behavior, Party A and Party C may look into the matter and give guidance as necessary.

# 附 錄 B

## Appendix B

<b>外籍英語教師待遇標準表</b> <b>Table of Standard Salary Rates for Foreign English Teachers</b>				
薪級 Salary Grade	<div> <div>月薪 Monthly Salary</div> <div>學歷 Education Background</div> <div>年資 Seniority</div> </div>	博士 Doctoral Degree	碩士 Master's Degree	學士 Bachelor's Degree
15	14年(含)以上 14 years or more	107,150	101,750	91,470
14	13年(含)以上-未滿14年 13 years or more but less than 14 years	105,350	100,050	89,930
13	12年(含)以上-未滿13年 12 years or more but less than 13 years	103,580	98,380	88,440
12	11年(含)以上-未滿12年 11 years or more but less than 12 years	101,860	96,740	86,960
11	10年(含)以上-未滿11年 10 years or more but less than 11 years	100,000	95,030	85,400
10	9年(含)以上-未滿10年 9 years or more but less than 10 years	98,130	93,320	83,820
9	8年(含)以上-未滿9年 8 years or more but less than 9 years	96,280	91,610	82,300
8	7年(含)以上-未滿8年 7 years or more but less than 8 years	94,410	89,910	80,750
7	6年(含)以上-未滿7年 6 years or more but less than 7 years	92,550	88,200	79,180
6	5年(含)以上-未滿6年 5 years or more but less than 6 years	90,680	86,490	77,640
5	4年(含)以上-未滿5年 4 years or more but less than 5 years	88,810	84,780	76,060
4	3年(含)以上-未滿4年 3 years or more but less than 4 years	86,960	83,080	74,550
3	2年(含)以上-未滿3年 2 years or more but less than 3 years	85,090	81,360	72,990
2	1年(含)以上-未滿2年 1 year or more but less than 2 years	83,240	79,670	71,430
1	未滿1年 Less than 1 year	81,360	77,960	69,880
<b>備註 Remarks :</b> 1. 單位 Units : 新臺幣元 New Taiwan Dollar 。 2. 本表自民國114年8月1日起實施。 This table is effective from August 1, 2025.				

# 附 錄 C

## Appendix C

醫院標誌

Hospital Logo

### 外國語文教師健康檢查項目表

### Health Certificate for Foreign Language Teacher

(國名、醫院名稱、地址、電話、傳真)  
(Country Name, Hospital Name, Address, Tel,檢查日期 / Date of Examination  
Fax) YYYY / MM / DD

#### 基本資料/ Basic Data

姓名 : Name	性別 : <input type="checkbox"/> 男 / M <input type="checkbox"/> 女 / F Sex	照片 Photo
護照號碼 : Passport No.	國 籍 : Nationality	
居留證號 : ARC No.	出生年月日 : YYYY / MM / DD Date of Birth	
工作縣市別 City/County (Workplace : in R.O.C.)	手 機 (Mobile Phone) : 住 家 (Home Phone) :	

#### 病 史/ Medical History

曾罹患的疾病 / Prior illnesses : \_\_\_\_\_

#### 身 體 檢 查/ Physical Examination

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

**A. 胸部X光肺結核檢查 / Chest X-ray for Tuberculosis :**

X光發現 / Findings :

判定 / Result :

☐ 合格 / Passed ☐ 疑似肺結核 / TB suspect ☐ 無法確認診斷 / Pending ☐ 不合格 / Failed**實驗室檢查 / Laboratory Examinations****B. 梅毒血清檢查 / Serological Tests for Syphilis :**

檢驗 / Tests :

a. ☐ RPR ☐ VDRL☐ 陽性 / Positive, 效價 / Titers ☐ 陰性 / Negative, 效價 / Titersb. ☐ TPHA ☐ TPPA ☐ FTA-abs ☐ TPLA ☐ EIA ☐ CIA☐ 陽性 / Positive, 效價 / Titers ☐ 陰性 / Negative, 效價 / Titersc. ☐ other ☐ 陽性 / Positive, 效價 / Titers☐ 陰性 / Negative, 效價 / Titers判定 / Result : ☐ 合格 / Passed ☐ 不合格 / Failed**C. 麻疹及德國麻疹之抗體陽性檢驗報告或預防接種證明 / Proof of Positive Measles and Rubella Antibody or Measles and Rubella Vaccination Certificates :**

a. 抗體檢查 / Antibody Tests

麻疹抗體 / Measles Antibody ☐ 陽性 / Positive ☐ 陰性 / Negative ☐ 未確定 / Equivocal德國麻疹抗體 / Rubella Antibody ☐ 陽性 / Positive ☐ 陰性 / Negative ☐ 未確定 / Equivocal

b. 預防接種證明 / Vaccination Certificates (證明應包含接種日期、接種院所及疫苗批號；接種日期

與出國日期應至少間隔兩週 / The certificate should include the date of vaccination, the name of administering hospital or clinic and the batch no. of vaccine; the date of vaccination should be at least two weeks prior to traveling overseas.)

☐ 麻疹預防接種證明 / Measles Vaccination Certificate☐ 德國麻疹預防接種證明 / Rubella Vaccination Certificatec. ☐ 有接種禁忌，暫不適宜預防接種 / Having contraindications, not suitable for vaccinationd. ☐ 申請展延聘僱許可，得免驗 / Not required for the application for extension of the employment permit)

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

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

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

負責醫師簽章 / Signature of Chief Physician :

醫院負責人簽章 / Signature of Superintendent :

日期 / Date : YYYY / MM / DD

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