

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 Party 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 Work Permits 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 locations approved by the work permits 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_8_時_0_分至下午_5_時_0_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 08:00 AM to 17:00 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.

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，並適用以下方案。

Prior to contract execution, Party B shall confirm Party A's and Party C's educational level and agree on the following plan.

若乙方擔任合聘教師(服務學校為國中或國小)，乙方於任教服務學校班級基本授課節數為每週18節，每節為40至50分鐘。

除非甲方與丙方另有規定，乙方應於甲方學校每週授課_____節課，於丙方學校每週授課_____節課。

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。

For Elementary Schools, Junior High or High Schools: Party B's basic weekly teaching hours shall be 18 class periods per week at the assigned schools, with

each period lasting 40 to 50 minutes. Unless otherwise specified by Party A and Party C, Party B shall teach _____ class periods at Party A's school and _____ class periods at Party C's school. 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.

- 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，主聘及從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，於甲方及丙方指定日期（____年____月____日）前至所在地合格設立之醫療機構辦理本次聘任所需之健康檢查（健康檢查項目表如附錄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 **required for this employment prior to the date designated by Party A and Party C (____ ____, ____ [Month Day, Year]) 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：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: 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、擔任教學助理、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, service as a teaching assistant, 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405元】/【服務學校為國中或中學時，每節新臺幣455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\$405 per period for elementary schools and NT\$455 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，亦予補助來臺及離臺經濟艙機票各1次。

此外，如果乙方配偶或一名直系親屬在乙方受僱於甲方和丙方的_____學年期間居住在台灣，則該配偶或親屬返回乙方護照簽發國居住地的往返經濟艙機票也將得到報銷。

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). **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, one economy-class airfare to and from Taiwan will also be reimbursed.**

Additionally, if Party B's spouse or one direct relative resides in Taiwan during the _____ academic year of Party B's employment with Party A and Party C, the round-trip economy-class airfare back to Party B's place of residence in his/her passport-issuing country, 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.

來臺及回臺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 airfare **to and from Taiwan** 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.

前項機票補助，係依實際發生之來臺或離臺行程分別或合併核銷，不以其發生之先後順序為補助認定之要件。

The airfare reimbursement referred to in the above provisions shall be processed separately or jointly based on the actual travel to or from Taiwan, regardless of the sequence of such travel.

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滿整月者，按實際居住日數覈實計支；每日補助金額以當月補助上限除以30日計算。

If the rental period in the first or last month of Party B's employment is less than a full month, the reimbursement shall be calculated on a pro rata basis according to the actual number of days of residence. The daily reimbursement amount shall be calculated by dividing the applicable monthly reimbursement cap by 30 days.

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、就業保險(經內政部移民署許可永久居留者)，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, and **Employment Insurance (applicable to those granted permanent residence by the National Immigration Agency, Ministry of the Interior)** 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：若乙方符合勞工退休金條例及外國專業人才延攬及僱用法相關規定之勞退適用對象，則依相關規定辦理提繳及請領退休金。

Pension: **If Party B is eligible for participation in the Labor Pension scheme under the "Labor Pension Act" and the "Act for the Recruitment and Employment of Foreign Professionals," the pension contributions and claims shall be processed in accordance with 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。

____學年度特別休假天數____天。

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. **The number of paid annual leave days**

for the ___ academic year shall be ___ days.

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 1st to December 31st).

第七條：兼職

Article 7 Sideline

乙方原則不得以有償或無償方式從事兼職。但經甲方與丙方及其所屬地方政府同意者，不在此限。

Party B shall not, in principle, engage in outside employment, either paid or unpaid, except with the permission of Party A and Party C and the Local Government supervising Party A and Party C.

前項是否同意兼職及其相關規範，得由各地方政府依實際需要另定之。

The permission for outside employment and the related regulations may be separately determined by each local government based on actual needs.

如有違反，視為違約，將依第12.2條規定處理。

Unpermitted engagement in outside employment will be deemed as a breach of the Contract and punished according to Article 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.

乙方不論為新聘或原校再聘，均由甲方或丙方視乙方實際需求核實報支住宿所

需相關生活用品，並以每學年9千元為原則。

Regardless of whether Party B is newly hired or re-employed by the same school, Party A shall, based on Party B's actual needs and subject to verification, reimburse expenses for household necessities required for accommodation, with reimbursement capped at NT\$9,000 per academic year in principle.

前項乙方自行採購住宿所需相關生活用品前，應事先將採購品項及相關內容提報甲方或丙方審核同意後，始得採購，並依相關規定辦理核銷事宜。

Before purchasing any household necessities required for accommodation as referred to in the preceding paragraph, Party B shall submit the proposed purchase items and relevant information to Party A or Party C for prior review and approval. Such items may only be purchased upon approval, and the reimbursement procedures shall be handled in accordance with the relevant regulations.

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 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條所定之考核評等，作為是否續聘之參考，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。

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 as a reference for determining whether or not to renew the employment. Upon approval by the local government overseeing Party A and Party C's operations, the renewal shall proceed in accordance with the terms of a new contract.

- 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：



附 錄 A Appendix A

聘僱契約附帶條款**Additional Terms and Conditions to the Employment Contract for English Teachers****1. 教學活動****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.

- 1.9 乙方應尊重並保護學生之隱私及個人資料，未經甲方或丙方、學生及其法定代理人同意，不得拍攝、錄影、直播或公開學生影像或相關資料。

Party B shall respect and protect the privacy and personal data of students. Without the consent of Party A or Party C, the student, and the student's legal representative, Party B shall not photograph, record, livestream, or disclose any images or related information of the student.

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。

乙方應每學期上傳一份完整的教案至指定的谷歌雲端硬碟鏈接，教案應概述學習目標、教學內容（包括教材、簡報、學習單...）、教學步驟和評量方式。

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.

Party B shall upload a complete lesson plan once a semester to a designated Google drive link, outlining learning objectives, content (flashcards and all materials used), procedures, and assessments. Key components must be included: learning objectives, subject matter, teaching methods/aids, a detailed step-by-step procedure (starter, main activity, closing), evaluations, and assignments.

- 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 resides 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

外籍英語教師待遇標準表 Table of Standard Salary Rates for Foreign English Teachers					
薪級 Salary Grade	學歷 Education Background		博士 Doctoral Degree	碩士 Master's Degree	學士 Bachelor's Degree
	月薪 Monthly Salary	年資 Seniority			
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
備註 Remarks : <ol style="list-style-type: none"> 單位 Units : 新臺幣元 New Taiwan Dollar。 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 : Sex	照片 Photo
護照號碼 : Passport No.	國籍 : Nationality	
居留證號 : ARC No.	出生年月日 : 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 / Titers
b. TPHA TPPA FTA-abs TPLA EIA CIA
 陽性 / Positive, 效價 / Titers 陰性 / Negative, 效價 / Titers
c. 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.

Keelung EERC Foreign Teacher Leave Application Form

姓名(Name)		假別 (Type of Leave)	
請假事由 (Reason of Absence)			
請假日期 (Date of Leave)	自(From) 西元____年(Y) ____月(M)____日(D) 至(to) 西元____年(Y) ____月(M)____日(D) 合計(Total) _____日(D)	證明文件 (Documentary Evidence) *Official approved letters are required for official leaves. **Diagnose certificates are required for sick leaves exceeding 3 days.	<input type="checkbox"/> Not required <input type="checkbox"/> Official approved letters <input type="checkbox"/> Diagnose certificates <input type="checkbox"/> Other: _____
請假節數 (Classes Absence)	<input type="checkbox"/> No class <input type="checkbox"/> _____ classes absence		
請假人(Applicant)	單位主管(Director)	校長(Principal)	
申請日期(Date of Application)：西元_____年(Y)_____月(M)_____日(D)			

注意事項Notes:

1. 乙方每年請事假超過 7 天者按日扣薪；每年請事病假合計超過 14 天者按日扣薪。乙方請任何事病假或年假時，若有課務，應與本國教師協調調課，或另覓時間補課。

Party B is entitled to seven days of personal leave or fourteen days of personal and sick leave combined. 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

2. 乙方所得年假天數及事病假天數依照甲乙方簽約之聘期長度比例計算。

The length of annual leave and personal/sick leave entitled to Party B shall be in proportion to the term of Employment.

3. 乙方有關婚假、產前假、陪產假、娩假、流產假、喪假、公假、生理假、家庭照顧假等事宜，依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 shall apply for marriage leave, pre-maternity leave, paternity leave, maternity leave, miscarriage leave, compassionate leave, leave for official affairs, menstrual leave, and family care leave with respect to the leave application regulations of the Regulations on Special Leave for Employees of the Executive Yuan and Subordinated Agencies.

4. 請假程序

乙方如欲請事假，應於3天前提出請假單，並經甲方核准，始完成請假手續。如請病假者，得以當天電話請假，但事後仍需補填請假單；病假連續兩日者，則須補交醫療院所之就醫證明文件。前述給假，甲方有權准駁之。

Application/leave

If Employee needs to take a personal leave, he/she has to submit a leave note at least three days in advance. The leave note has to be permitted by Employer to be activated. If a sick leave is taken, Employee is entitled to inform Employer by phone call on the day, but the leave note is required afterwards. If the sick leave is more than two days, related medical documents from formal hospitals or clinics have to be submitted by Employee. Employer, however, has the authority to decide if absence/leave is permissible.

5. 乙方的年假，休假日期應由甲方核准，才可以休假，不得與甲方教學相關工作衝突。

Employee's annual leaves will have to be permitted by Employer under the circumstances of not contradicting Employer's teaching work.

6. 詳細請假規範，請見合約書。For the comprehensive regulations regarding leaves, please refer to the Contract.

Appendix D

Procedure of Evaluation and Guidance for Foreign Teachers of Keelung City

Type	Content	Illustration	Related Form
Party A	Evaluation	<p>1. New Teacher's Probation period : 3 months</p> <p>2. Evaluation of the probation period : Party A shall conduct at least one evaluation on Party B's performance. Party B needs to succeed in the evaluation to become a formal teacher at the School. The Probation Evaluation Form is as Appendix D-1. After passing the evaluation in the school, he or she will be able to become a teacher hired by Party A.</p> <p>2-1 Regular Evaluation: Please submit the School Assessment every semester (Appendix D-5).</p> <p>3. Written warning : Based on the results from the evaluation, Party A shall provide advice and suggestions for improvement. If Party B does not show satisfactory improvement, Party A shall issue a written warning (Appendix D-7), with an observation period of two weeks. If Party B demonstrates the expected improvement, he/she may continue teaching at the school with Party A's consent.</p> <p>4. Dismissal from Employment : (1) In the case that Party B does not perform the expected improvement in 2 weeks, Party A shall give Party B a 2-week notice of contract termination (Appendix D-8) signed and stamped by the Principal, and with the school chop. Party B must sign as receipt acknowledgement, after which both parties each hold a copy. (2) In the event of severe default by Party B</p>	<p>Appendix D-1</p> <p>Appendix D-5</p> <p>Appendix D-6</p> <p>Appendix D-7 Appendix D-7-1</p> <p>Appendix D-8</p>

Type	Content	Illustration	Related Form
		<p>(Article 12 of the main Contract), Party A shall terminate the Contract immediately (Appendix D-8) without prior evaluation nor written warning.</p> <p>5. Guidance for the teacher :</p> <p>If the School discovers the teacher needs assistance in improving his/her teaching skills and performance, the school shall proceed to the guiding mechanism within the school. After this effort, if the teacher still does not demonstrate satisfactory improvement, the school shall write a letter to Keelung City Government to invite appropriate members in the English Education Committee or English Education Resource Center to conduct interviews or class observation at the school, after which advice and suggestions for improvement will be provided.</p>	
	After the probation period / Continuing teacher	<ol style="list-style-type: none"> 1. After the probation period when the teacher has passed the evaluation, the aftermath evaluation will follow as a continuing teacher. 2. Guidance for the teacher : Same as the new teachers’. 	
Keelung City Government (English Education Resource Center)	Written Inspection	<ol style="list-style-type: none"> 1. Unit and Lesson Plan 2. Teaching Demonstration Report 3. Class Observation Report 	Appendix D-2 Appendix D-3 Appendix D-4
	School Visit	<ol style="list-style-type: none"> 1. Annual school visit. 2. Conduct unscheduled visits based on the needs of the school or the results of previous visits. 3. Based on the evaluations by the Keelung City Officials, schools and foreign teachers with excellent visitation outcomes are required to present and share their experiences during a presentation at a later date. 	

Type	Content	Illustration	Related Form
	Educational Training Attendance and Participation	<ol style="list-style-type: none"> 1. Pre-employment and on-the-job is compulsory. Foreign teachers should participate in all activities. 2. Due to leave for statutory reasons can't be included in the demerit points. If you need to ask for leave, foreign teachers must inform the English Teaching Resource Center. 	

附 錄 Appendix D-1

115學年度基隆市外籍英語教師/全時外籍教學助理聘僱試用期考核表
Keelung City Foreign English Teacher/ Foreign English Teaching Assistant
Probation Evaluation Form

一、基本資料 Basic Information

主聘學校 Main School :	(共聘學校 Joint School: _____)
外籍教學人員姓名 FET / ETA Name:	
國籍 Nationality:	
試用期開始日 Probation Start Date:	
試用期截止日 Probation End Date:	
校方評核日 Evaluation Date:	
評核人員 Evaluators :	

二、教學能力 Teaching Ability (50%)

評核指標 / Criteria	分數 / Scores
(一) 教學準備 Preparation and Planning (10%) 教學計劃完整且具連貫性 Completeness and coherence of lesson plans 課前準備充分 Adequacy of pre-class preparation	Score: ____/10
(二) 教學方法與技巧 Teaching Methods and Techniques (20%) 教學方法多元且有效 Variety and effectiveness of teaching methods 適當使用教材資源 Appropriateness of teaching resources and materials used	Score: ____/20
(三) 教學語言流暢性 Language Proficiency (10%) 口語及發音清晰 Clarity of speech and pronunciation 文法及用字正確 Accuracy in grammar and vocabulary	Score: ____/10
(四) 學生參與互動 Student Engagement and Interaction (10%) 師生互動良好 Frequency and effectiveness of interaction with students in class 鼓勵學生參與討論及活動 Encouragement of student participation in discussions and activities	Score: ____/10

三、課室管理 Classroom Management (20%)

評核指標 / Criteria	分數 / Scores
(一) 教室常規 Classroom Discipline (10%) 維持教室秩序能力 Ability to maintain classroom order 處理學生突發事件 Handling of emergencies and student issues	Score: ____/10
(二) 時間管理 Time Management (10%) 合理分配課堂時間 Proper allocation of classroom time 準時上課及結束課程 Punctuality in starting and ending classes	Score: ____/10

四、評量運用 Assessment Application (20%)

評核指標 / Criteria	分數 / Scores
(一) 適當評量方式 Appropriate Assessment (10%) 選用適合學生且與課程目標一致的評量方式 Choose appropriate assessments for students and aligned with the course objectives.	Score: ____/10
(二) 評量方式多元 Variety of Assessment (10%) 評量方式多元，並且提供學生英語口說練習機會 Assessment methods are diverse, and providing students with opportunities to practice English speaking.	Score: ____/10

五 專業素養 Professionalism (10%)

評核指標 / Criteria	分數 / Scores
(一) 工作態度 Work Attitude (5%) 工作認真度 Dedication to work 對學校及學生負責任 Responsibility towards the school and students	Score: ____/5
(二) 團隊合作 Team Cooperation (5%) 與學校教師合作能力 Ability to cooperate with other teachers and staff 團隊溝通與協作 Communication and collaboration within the team	Score: ____/5

六、綜合評估 Overall Evaluation

質性評語 Comments	
優點 Strengths	
待改進 Areas for Improvement	
評核表總分 Total Score: ____ / 100	
評核結果 Evaluation Result <input type="checkbox"/> 正式任用，聘期自(含試用期3個月) ____年__月__日至____年__月__日止 Official Employment, contract period from: (Month) ____ (Day) ____ (Year) ____ to (Month) ____ (Day) ____ (Year) ____	評核結果 Evaluation Result (不予任用時填寫) <input type="checkbox"/> 不予任用，試用終止日為 ____年__月__日止結束合約 <u>Not to be employed,</u> probation termination date is (Month) ____ (Day) ____ (Year) _____, ending the contract.

外籍教學人員簽名 FET/ETA Signature:

日期 Date (Month/ Day/ Year):

承辦人：

單位主管：

人事主任：

機關首長：

說明 Note：

1. 試用期考核表僅適用於學校新聘任外籍教學人員，學校若續聘相同的外籍教學人員則無須辦理試用期考核。

The probation evaluation form is only applicable to newly hired foreign English teachers at the school. If the school rehires the same foreign English teacher, the probation evaluation is not required.

2. 外籍教學人員自合約聘僱起始起薪日當日起即進入試用期考核階段，為期3個月。

From the start date of the initial contract (the start date of salary payment), the foreign English teacher will enter a probationary evaluation period lasting for 3 months.

3. 試用期3個月算法如自114年8月15日為聘僱起始起薪日，則試用期滿為至114年11月14日止，依此推算。

The three-month probationary period is calculated from the start date of employment. For example, if the start date of employment is August 15, 2024, the probationary period ends on November 14, 2024.

4. 試用期考核表成績達80分(含)以上為合格；未達80分則為不合格，將依此終止本聘任契約。

A score of 80 or above on the probation evaluation form is considered passing; a score below 80 is considered failing, and the employment contract will be terminated accordingly.

5. 本表格應於試用期滿前10日完成考核表，校方完成核章後，由業務單位影印兩份分別交至外籍教學人員及人事單位，正本則由業務單位存查。

The probation evaluation form should be completed 10 days before the end of the probationary period. After the school completes the approval process, the business office should make two copies: one for the foreign English teacher and one for the school personnel. The original should be kept by the business office.

6. 試用期滿前校方應需針對外籍教學人員進行試用期考核，倘考核表評核結果為「不予任用」，則校方需附上至少一次會議及輔導紀錄作為佐證資料，並函文至縣府單位(英資中心)。

Before the completion of the 3-month probationary period, the school is required to conduct the evaluation. If the evaluation results in a "not to be employed" decision, the school should provide documentation of at least one meeting and counseling session as supporting evidence, and submit a formal letter to the Keelung City Government and English Teaching Resource Center.

7. 若本考核經陳核後為「不予任用」，務必通知當事人於試用終止日前依規定辦妥離職手續並立即廢止該外籍教學人員人的聘僱許可。

If the evaluation results in "Not to be employed," the individual must be notified and complete the resignation procedures before the end of the probationary period and immediately revoke the employment permit for the foreign English teacher.

附錄 Appendix D-2

基隆市_____國民中/小學外籍英語教學人員教學計劃與教案

Unit and Lesson Plan

Unit Plan

1. Full name :

2. City/County of your current school :

3. School name :

4. Grade level :

5. Lesson plan name :

* *Notes :*

Please complete the form to the best of your ability.

An excellent lesson plan will be chosen for an award for sharing!

The included form is for your reference.

Please feel free to draft your lesson plan with your own template.

Stage 1 : Desired Results

Established Goals :	Transfer	
	Students will be able to independently use their learning to...	
	Meaning	
	Students will understand that...	Essential questions :
	Acquisition	
	Students will know...	Students will be skilled at...
Stage 2 : Evidence		
Evaluative Criteria	Assessment evidence	
	Performance task(s) :	
	Other evidence :	
	Performance task(s) :	
	Other evidence :	
	Performance task(s) :	
	Other evidence :	
Stage 3 : Learning Plan		
Summary of key learning events and instruction		
Date of Completion : (YYYY/MM/DD)		

(本表格參考自110學年度TFETP輔導訪視規劃表，將視情況調整內容)

Lesson Plan Template			
Teacher's Name		Co-teacher(s)	
Topic of the Lesson			
Source of Teaching Materials	(Please explain the use of teaching materials, including teacher-created materials, the use of teacher's manuals, adapting teacher's manuals, or other methods.)		
Class Periods	This unit needs ___ class period(s). This lesson plan will focus on the (1 st , 2 nd ,) period.		
Students' Grade Level		Number of students	
Learning Objectives of this class period			
Teaching facility/Learning Resources			
Lesson Design			
Instructional Activities	Time (mins)	Teaching Materials	Assessment
(e.g., Warm-up)			
(e.g., Development activities, Culminating activities)			
(e.g., Wrap-up)			
Date of Completion : (YYYY/MM/DD)			

英語領域召集人 **HET**

教務主任 **Director**

校長 **Principal**

(本表格參考自110學年度TFETP輔導訪視規劃表，將視情況調整內容)

附錄 Appendix D-3

基隆市_____國民(中/小)學外籍英語教學人員教學演示回饋表
Teaching Demonstration Report

Demonstrating English teacher (FET / ETA)

Co-teaching teacher (LET)

City/County of the school

School

Class (please specify the grade level and class)

Number of students in class

Lesson topic

Lesson goals/objectives

Observers (full name)

*Co-teachers cannot be the observers

Date of demonstration

A. Lesson Plan

--

B. Self-evaluation of the demonstration

Strengths

Suggestions for improvement

C. Major feedback from observer(s)

Strengths

Suggestions for improvement

英語領域召集人 HET

教務主任 Director

校長 Principal

(本表格參考自110學年度TFETP輔導訪視規劃表，將視情況調整內容)

附錄 Appendix D-4

基隆市_____民(中/小)學外籍英語教學人員觀課紀錄表
Class Observation Report

Name of English teacher (FET / ETA)

The teacher observed (full name)

School of the teacher observed

Class (please specify the grade level and class)

Number of students in class

Lesson topic

Lesson goals/objectives

Date of observation

1. Lesson summary (or lesson plan)

2. Suggestions

(1) Teaching highlights

(2) Suggestions for improvement

3. Students' overall level of engagement and learning outcomes

Very low Low Moderate High Very High

Suggestion for enhancing students' level of engagement and learning outcomes

4. Personal reflections upon the class observation

英語領域召集人 **HET**

教務主任 **Director**

校長 **Principal**

(本表格參考自110學年度TFETP輔導訪視規劃表，將視情況調整內容)

附 錄 Appendix D-5

115學年度基隆市外籍英語教學人員(上/下學期)工作情形評量表
School Assessment / Evaluation Form

1. 學校名稱 School :					
2. 外籍英語教學人員(下稱外籍教學人員)姓名 Name :					
3. 職務名稱: <input type="checkbox"/> 外籍教師 FET <input type="checkbox"/> 外籍教學助理 ETA					
4. 填表人員姓名 :					
5. 填表人員職稱: <input type="checkbox"/> 教務主任 <input type="checkbox"/> 英語科代表 <input type="checkbox"/> 教務主任及英語科代表共同填寫(可複選) 填表人姓名 :					
項目說明					評分 (1表非常不符合;5表非常符合)
A. 教學專業 Teaching Professionalism					
一、教學表現 Teaching Performance					
1. 具備優秀英語能力，並能使用適合學生程度的英文進行授課 Demonstrates excellent English proficiency and uses level-appropriate language for students.	1□	2□	3□	4□	5□
2. 具備跨文化素養，並能展現於教學中 Possesses intercultural competence and integrates it into teaching.	1□	2□	3□	4□	5□
3. 備課認真，教材編選與組織合宜 Prepares lessons thoroughly with appropriate selection and organization of teaching materials.	1□	2□	3□	4□	5□
4. 因應學生學習能力與表現，據以調整課程與教學 Adjusts curriculum and instruction based on students' learning abilities and performance.	1□	2□	3□	4□	5□
5. 能掌握課程時間及目標並有效達成 Manages class time and goals effectively.	1□	2□	3□	4□	5□
6. 上課講解音量與速度合宜 Uses appropriate volume and pace during instruction.	1□	2□	3□	4□	5□
7. 能善用教學媒介，協助學生有效學習 Utilizes teaching aids effectively to support student learning.	1□	2□	3□	4□	5□
8. 能設計適切的作業與評量，協助學生學習 Designs appropriate assignments and assessments to support learning.	1□	2□	3□	4□	5□
9. 能以多元方式協助學生英語學習 Employs diverse strategies to support English learning.	1□	2□	3□	4□	5□
10. 具備良好之班級經營能力，學生能專注學習 Demonstrates effective classroom management; students stay focused.	1□	2□	3□	4□	5□
11. 能提供不同英語能力的學生充分學習與成長的機會 Provides learning and growth opportunities for students of varying English proficiency.	1□	2□	3□	4□	5□
12. 能協助學校辦理非正式課程或活動，豐富學生英語學習 Supports school-based informal programs or events to enrich students' English	1□	2□	3□	4□	5□

learning.					
補充說明：					
項目說明					評分 (1表非常不符合;5表非常符合)
A. 教學專業 Teaching Professionalism					
二、協同／協助教學 Co-teaching					
13. 能與中師共同討論教材與課程規劃 Collaborates with local teachers on curriculum and material planning.	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
14. 能協同／協助中師進行有效之課堂教學 Co-teaches or assists in delivering effective classroom instruction with local teachers..	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
15. 能協同／協助中師進行差異化教學 Assists in differentiated instruction with local teachers.	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
16. 能協同／協助中師設計適切評量與作業，掌握與支持學生學習 Co-designs assessments and assignments to monitor and support student learning.	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
17. 能協同／協助中師作好班級經營及管理，營造良好學習氛圍 Supports classroom management to foster a positive learning environment.	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
18. 能協同／協助中師共同營造良好英語學習情境 Creates an engaging English learning environment with local teachers.	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
19. 能協同／協助中師對學生進行公平評量與獎懲 Assists with fair student evaluation and classroom discipline.	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
20. 能與中師合作，在課程、教學或活動辦理上有創新之表現 Demonstrates innovation in co-planning or co-delivering curriculum and activities.	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
21. 能與中師彼此有效溝通合作，以達成教學目標 Communicates and collaborates effectively with local teachers to achieve instructional goals.	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
補充說明：					
**協同教學欄位請以與外師合作之協同中師為主填答。若有多位協同中師，則請依整體情況填答。					

項目說明	評分 (1表非常不符合;5表非常符合)				
A. 教學專業 Teaching Professionalism					
三、學生表現 Student Performance					
22. 學生在外籍教學人員之英文課表現專注投入 Students show focus and engagement in classes taught by the FET.	1□	2□	3□	4□	5□
23. 學生對英語學習展現興趣與信心 Students demonstrate interest and confidence in learning English.	1□	2□	3□	4□	5□
24. 學生英語口說機會提高/學生更樂於、勇於開口 Students have opportunities to speak English and are more willing to speak up.	1□	2□	3□	4□	5□
25. 學生更有機會提升英語聽力訓練 Students have opportunities to enhance their English listening skills.	1□	2□	3□	4□	5□
26. 學生更有機會提升英語閱讀能力 Students have opportunities to enhance their English reading skills.	1□	2□	3□	4□	5□
27. 學生更有機會練習英語書寫能力 Students have opportunities to practice English writing.	1□	2□	3□	4□	5□
28. 學生國際觀與跨文化素養提升 Students' global and intercultural awareness improves.	1□	2□	3□	4□	5□
29. 學生與外籍教學人員互動良好 Students interact well with the FET.	1□	2□	3□	4□	5□
30. 不同社經背景或能力學生，都能受益於外籍教學人員之英語教學 Students from diverse backgrounds and abilities benefit from the FET's instruction.	1□	2□	3□	4□	5□
補充說明：					
項度 A 教學專業(第1~30題)總得分: _____ * 40% = 加權後分數 _____ / 教學專業滿分為60分，應得至少42分。(如合約4.2 第(4)點說明)					
B. 行政配合 Administrative Cooperation					
31. 能積極參與英語教學相關計畫、競賽、活動之規劃與推動 Actively participates in the planning and promotion of English teaching-related projects, competitions, and activities.	1□	2□	3□	4□	5□
32. 能積極參與學校相關會議、研習與活動 Actively participates in school meetings, workshops, and events.	1□	2□	3□	4□	5□
33. 能尊重、配合學校相關要求與規範 Respects and complies with school-related requirements and regulations.	1□	2□	3□	4□	5□
34. 能致力了解學校相關運作、分工與規定 Strives to understand school operations, responsibilities, and policies.	1□	2□	3□	4□	5□
35. 能遵守 TFETP 及英資中心之相關要求與規範 Complies with English Education Resource Center and school-related requirements and guidelines.	1□	2□	3□	4□	5□
36. 能遵守中央與地方政府相關政策、法令 Follows policies and regulations from central and local governments.	1□	2□	3□	4□	5□

37. 能重視與配合工作相關考核、評鑑與輔導 Values and cooperates with job-related evaluations, assessments, and guidance.	1□	2□	3□	4□	5□
38. 愛護公物、善用資源 Takes care of public property and utilizes resources appropriately.	1□	2□	3□	4□	5□
39. 上班或相關活動出勤狀況良好 Maintains good attendance at work and related activities.	1□	2□	3□	4□	5□
40. 無損及學校(同事)不當言論或不當行為 Avoids inappropriate speech or behavior that may harm the school or colleagues.	1□	2□	3□	4□	5□

補充說明：

項度 B 行政配合(第31~40題)總得分:_____ * 40% = 加權後分數_____ /
行政配合滿分為20分，應得至少14分。(如合約4.2 第(4)點說明)

C. 專業倫理 Professional Ethics

41. 行為舉止與穿著合宜 Exhibits appropriate behavior and attire.	1□	2□	3□	4□	5□
42. 具備文化包容性，尊重在地文化、避免歧視、偏見 Demonstrates cultural sensitivity, respects local culture, and avoids discrimination or bias.	1□	2□	3□	4□	5□
43. 能理性有效溝通，獲得師生信任 Communicates rationally and effectively, earning the trust of teachers and students.	1□	2□	3□	4□	5□
44. 展現教育敬業精神，善盡專業職責，具備服務熱忱 Shows professionalism, fulfills responsibilities diligently, and is enthusiastic about service.	1□	2□	3□	4□	5□
45. 具探究與問題解決精神，追求專業精進 Exhibits a spirit of inquiry and problem-solving, pursuing continuous professional development.	1□	2□	3□	4□	5□
46. 認真參與校內外教育專業發展活動，精進教學 Actively engages in internal and external professional development to enhance teaching.	1□	2□	3□	4□	5□
47. 能與學生維持專業關係，妥善引導 Maintains a professional relationship with students and provides appropriate guidance.	1□	2□	3□	4□	5□
48. 能與同儕維持專業關係，以禮相待、彼此尊重 Maintains respectful and professional relationships with colleagues.	1□	2□	3□	4□	5□
49. 具團隊合作精神，樂於分享，以支持學校發展 Demonstrates teamwork and a willingness to share in support of school development.	1□	2□	3□	4□	5□
50. 樂意花時間精力，協助學校其他師生 Willing to dedicate time and effort to support other staff and students at the school.	1□	2□	3□	4□	5□

項度 C 專業倫理(第41~50題)總得分:_____ * 40% = 加權後分數_____

專業倫理滿分為20分，應得至少14分。(如合約4.2 第(4)點說明)

附 錄 Appendix D-6

基隆市115學年度聘僱外籍英語教師年度考核結果一覽表 Summary of Foreign Teachers Yearly Evaluation

學校名稱 School	外師姓名 Foreign English Teacher	護照號碼 Passport No.	國籍 Nationality	考核單位								年度 總分 E=B+D	事 病 假 天 數 是 否 超 過 14 天	核 予 考 核 獎 金 月 數 Incentive rendered by month
				學 校 (65分)				新 竹 縣 政 府 (英語教育資源中心) (35分)						
				平時考核 第一學期 (a1)	平時考核 第二學期 (a2)	年 度 分 數 A	換 算 分 數 Score by ratio B = A×65%	書 面 訪 視 資 料 (c1)	教 學 訪 視 情 形 (c2)	教 育 訓 練 出 席 配 合 情 形 (c3)	年 度 分 數 C	換 算 分 數 Score by ratio D = C×35%		

Remarks: a1~a2: School Assessment / c1: Written Inspection / c2: School Visit / c3: Educational training attendance and participation

- 說明：
- 1.平時考核即每學期外籍英語教學人員評量考核表(外師契約附錄D-5)的分數。
 - 2.學校年度分數(65分)即為平時考核成績之平均分數，計算方式為A = (a1+a2) / 2 (次)。
若外師為學期中報到或離職，則為其實際有考核項目之平均分數。
 - 3.新竹縣政府(新竹縣英語教育資源中心)年度分數(35分)即為每學期書面訪視資料、教學訪視情形、教育訓練、活動出席及配合情形之平均分數，計算方式為C/次數。若外師為學期中報到或離職，則為其實際有考核項目之平均分數。
Time for evaluation of a new teacher can be adjusted, subject to the circumstances such as late hire, or other situations requiring schedule adjustment.
 - 4.新竹縣政府(英語教育資源中心)應於每年6月15日前將該項分數送學校彙整登錄，考核標準參見合約。學校應於每年7月1日前將本表彙整完成並核章掃描後寄至新竹縣英語教育資源中心(hccetrc@ncmail.hcc.edu.tw)備查。考核獎金應與七月份薪水一起發放。
Keelung City Government will provide the scores to schools by June 15th. For evaluation criteria, refer to Appendix D. This form has to be sent to the English Education Resource Center by July 1st. The performance Incentives should be paid to Party B together with the July salary.

外師簽名(FET's Signature):

填表人 Submitted by :

主任 Director :

校長 Principal :

附錄 Appendix D-6-1

基隆市115學年度聘僱外籍英語教師主共聘學校共同年度考核結果一覽表

Summary of Foreign Teacher's Yearly Evaluation If Party B Serves In Multiple Schools

- 外師姓名 Name of Foreign English Teacher: _____

	主聘學校 Main School	共聘學校 Joint School	共聘學校 Joint School	年度總分 Final Score	事病假天數是否超過14天	核予考核獎金月數 Incentive rendered by month
主共聘學校之原始分數 Original Score						
主共聘學校換算後之分數 Score by ratio	A1	A2	A3	A=A1+A2+A3		

Remarks: A1: The score by ratio in Main School. A2: The score by ratio in Joint School. A3: The score by ratio in the other Joint School

說明：

1. 本表由主聘學校填寫。This form should be filled out by Main School.
2. 「主共聘學校換算後之分數」之計算方法為：(原始分數)×(外師在該校之授課節數)/(外師總授課節數)。
如二校共聘時，在主聘學校為：(主聘學校的原始分數)×12/20。
The way to calculate "Score by ratio": (Original Score) × (The class amount in the school)/(The total class amount in all schools)
3. 主聘學校應於每年7月1日前將主共聘學校之表附錄 D-4及本表彙整完成並核章掃描後寄至新竹縣英語教育資源中心備查。
考核獎金應與七月份薪水一起發放。

This form has to be sent to the English Education Resource Center by July 1st, together with the forms of Appendix D-4 by Main School and Joint Schools.

The performance Incentives should be paid to Party B together with the July salary.

外師簽名(FET's Signature):

填表人：
Submitted by

主任：
Director

校長：
Principal

附 錄 Appendix D-7

警告書 Warning Letter

(Type of Warning: First Warning Second Warning)

Dear _____

需要改進之處

Situation needing improvement:

實際發生情形之描述

Facts of the situation:

先前曾與外師討論過的內容或指示

Previous discussions, and instructions with the teacher, if any, on this situation:

要求外師應採取之行動

Actions to be taken:

改進之觀察期 Reasonable period of time, if appropriate, to correct the behavior :

two weeks 兩週 one month 一個月

時程 Date (YYYY) / (MM) / (DD)~(YYYY) / (MM) / (DD) :

無法於觀察期改進之後果

Consequences for failure to correct the behavior:

Assistance and Support Measures:

說明外師提供書面辯護與說明之權利

Statement advising the teacher of the right to attach a written explanation:

此份警告信正本將由您收執，副本則交由聘僱學校保管。您有權在____年____月____日前向聘僱學校以書面方式提出異議。如在____年____月____日前未以書面方式提出異議或仍未簽署此警告信，此警告信將視為成立。

此警告信主要是希望能有機會讓您改進您的行為，並以符合期待的方式履行你的教學職責和責任。

You have the right to review this warning. A copy of this letter may be placed in your personnel file at the sole discretion of the principal. If the letter is to be placed in your file, you have the right to review and sign the filed copy (acknowledging receipt) and attach a written explanation of your behavior on or before _____(YYYY) / (MM) / (DD). If you refuse or fail to sign the copy of the letter by _____(YYYY) / (MM) / (DD), the letter will still be placed in your personnel file with an indication that you refused or failed to sign the letter.

With this letter, I am giving you an opportunity to correct your behavior and perform your teaching duties and responsibilities in an acceptable manner.

Sincerely,

Acknowledge receipt by,

校長Principal:

當事人Person Involved

(Signature/Stamp)_____

學校Elementary/Junior High School: _____

日期Date (YYYY) / (MM) / (DD): _____

附 錄 Appendix D-7-1

警告信 Warning Letter

警告信類別 Type of Warning : 第3次 / 最終警告信 Third / Final Warning

致_____君

Dear _____

實際發生情形之描述

Facts of the situation :

先前曾與外籍英語教學人員討論過的內容或指示

Previous discussions, and instructions with the foreign English teaching talent, if any, on this situation :

無法於改進之後果

Consequences for failure to correct the behavior :

本校將會併同先前所開立之警告單，循合約第12.1.7條規定：「累積3張警告信視為違約」與您終止聘僱關係。

The school shall be entitled to terminate your employment in accordance with Clause 12.1.7 of this agreement based on the 3 warning letters previously issued by the school to you.

說明外籍英語教學人員提供書面辯護與說明之權利

Statement advising the foreign English teaching talent of the right to attach a written explanation:

此份警告信正本將由您收執，副本則交由聘僱學校保管。您有權在_____年_____月_____日前向聘僱學校以書面方式提出異議。如在____年__月__日前未以書面方式提出異議或仍未簽署此警告信，此警告信將視為成立。

You have the right to review this warning. A copy of this letter may be placed in your personnel file at the sole discretion of the principal. If the letter is to be placed in your file, you have the right to review and sign the filed copy (acknowledging receipt) and attach a written explanation of your behavior on or before

_____ (YYYY) / (MM) / (DD). If you refuse or fail to sign the copy of the letter by
_____ (YYYY) / (MM) / (DD), the letter will still be placed in your personnel file with an
indication that you refused or failed to sign the letter.

Sincerely,

Acknowledge receipt by,

校長Principal:

當事人Person Involved

(Signature/Stamp) _____

學校 Elementary/Junior High School: _____

日期 Date (YYYY) / (MM) / (DD): _____

附 錄 Appendix D-8

解聘通知書

Employment Termination Notice

很遺憾通知臺端於本校聘僱期間，表現無法符合本校外籍英語教學人員工作之要求與期待，我們已盡一切可能協助您改善教學品質，經過輔導與3次之書面警告，您仍未改善，因此本校不得不做出解聘之決定。臺端最後的聘僱日為_____年_____月_____日，特此通知。

Dear,

Attached, please find copies all of documentation regarding your performance during (the probation period; or during your employment) at the school. We regret to inform you that after **3** written warning letters about your poor teaching quality, there has not been an acceptable improvement evidenced in your work. As we discussed on (date), you had to improve your teaching quality by (date) to justify continued employment with this school. The school has tried to work with you in every way possible to develop your teaching skills and to meet our needs. However, it has become evident that your teaching quality is not up to the standards required of our foreign English teaching talent in the position you were hired to perform. This leaves us with no choice but to tell you that your employment is terminated **(effective date)**. Please return all school property to (location) before you leave the school. The last day of your employment is _____(YYYY) / (MM) / (DD).

Sincerely,

Acknowledge receipt by,

校長 Principal

當事人 Person Involved

學校 Elementary/Junior High School : _____

日期 Date (YYYY) / (MM) / (DD) : _____

附 錄 Appendix E

外籍英語教師請假及課務處理規定

Regulations for Foreign English Teachers of Keelung City to Take Leave

假別 Leave Types	每年天數上限 Leave limits / year	課務處理	Class Process
休假 Leave	10日	給薪休假，於寒暑假期間實施為原則。(依年資增加)	Pay leave: Can be only use during Winter / Summer holiday.
事病假 Personal /injury/sick Leave	14日 14 days	<p>事假7天： 外師經洽學校同意後，得就下列方式擇一辦理：</p> <ol style="list-style-type: none"> 1. 進行調課或補課。 2. 扣薪(國小每節400元，國中450元)，其課務原則上由協同之中師負責。 <p>病假7天： 未滿兩天：其課務比照事假之處理方式。</p> <ol style="list-style-type: none"> 1. 兩天(含)以上之病假，檢附醫師證明，不扣薪，其課務原則由協同之中師負責。 	<p>Personal leave:7 days With the school's approval, foreign teachers can take personal leave using either of the following options:</p> <ol style="list-style-type: none"> 1. Teachers will choose another time available to make up their classes after returning from leave. 2. Classes will be substituted by the co-teachers and payment will be deducted from the salary (NT\$400/class for elementary school, or NT\$450/class for junior high school). <p>Injury/Sick leave: 7 days</p> <ol style="list-style-type: none"> 1. Under 2 days -- the same rules as Personal Leave apply. 2. Two days in a row or more: a doctor's note is required. There is no salary deduction. Classes will be covered by the co-teachers.
婚假 Marital Leave	14日 14 days	課務由協同之中師負責。 Classes to be covered by the co-teachers.	婚禮前10天至婚後3個月內請畢。 Take marital leave within 10 days before the wedding and within 3 months after the wedding. 應檢附相關證明文件。 Testimonial or certificate of marriage should be attached.

假別 Leave Types		每年天數上限 Leave limits / year	課務處理	Class Process
喪假 Funeral Leave	父母、配偶喪亡者 Kinship of parents, or spouse/partner	10日 10 days	課務由協同之中師負責。 Classes to be covered by the co-teachers	應檢附親屬關係證明文件及死亡證明 Death certificate of the relative should be attached.
	繼父母、配偶之父母、子女喪亡者 Kinship of foster parents, or step parents, parents of spouse/partner, or children	10日 10 days		
	祖父母、曾祖父母、配偶之祖父母、配偶之養父母或繼父母、兄弟姊妹喪亡者 Kinship of grandparents, great-grandparents and grandparents or great-grandparents of partner, or foster parents of partner, or brothers or sisters	10日 10 days		
公假 Official Leave	依法令規定或教育主管單位因培訓或業務需要應給予公假者 Further training needs, or assignment(s), authorized by the educational authority.		課務由協同之中師負責。 不扣薪。 Classes to be covered by the co-teachers. No salary deduction.	應檢附教育主管機關核予公假文件。 Authorizing document/certificate from the educational authority should be attached.

假別 Leave Types		每年天數上限 Leave limits / year	課務處理	Class Process
公傷假 Occupational Sickness Leave	因職業災害而致殘廢、傷害或疾病者，其治療、休養期間，給予公傷病假 Due to on-the-job injuries that led to disability, injuries or diseases, Occupational Sick Leave should be granted for therapy.		課務由協同之中師負責。 不扣薪。 Classes to be covered by the co-teachers. There is no salary deduction.	應檢附醫師證明 Medical Certificate should be attached.
流產假 Miscarriage Leave	妊娠20週以上流產者 Miscarriage with pregnancy over 20 weeks	42日 42 days	課務由協同之中師負責。 Classes to be covered by the co-teachers.	應檢附醫師證明。 Medical Certificate should be attached. 產假期間如遇例假、紀念節日及依其他法令規定應放假之日，不包括在內。 Holidays and weekends are not included in the time specified.
	妊娠12週以上未滿20週流產者 Miscarriage with pregnancy over 12 weeks but less than 20 weeks	21日 21 days		
	妊娠未滿12週流產者 Miscarriage with pregnancy less than 12 weeks	5日 5 days		
產(娩)假 Maternity Leave		42天 42 days	課務由協同之中師負責。 Classes to be covered by the co-teachers.	應檢附出生證明。 Certificate of birth should be attached. 產假期間如遇例假、紀念節日及依其他法令規定應放假之日，不包括在內。 Holidays and weekends are not included in the time specified.

假別 Leave Types	每年天數上限 Leave limits / year	課務處理	Class Process
陪產假 Paternity Leave	7日 7 days	課務由協同之中師負責。 Classes to be covered by the co-teachers.	應檢附出生證明。 Certificate of birth should be attached. 應於配偶分娩當日及前後十五日期間內。 陪產假期間如遇例假、紀念節日及依其他法令規定應放假之日，不包括在內。 Within 15 days before or after childbirth. Holidays and weekends are not included in the time specified.
安胎延長病假 Pregnancy Leave		六個月內合併事病假計算不得超過三十日。 外師經洽學校同意後，得就下列方式擇一辦理： 1. 進行調課或補課。 2. 扣薪(國小每節400元，國中450元)，其課務原則上由協同之中師負責。	Aggregate sick/personal leave shall not exceed 30 days in six months. With the school's approval, foreign teachers can take leave using either of the following options: 1. Teachers will choose another time available to make up their classes after returning from leave. 2. Classes will be substituted by the co-teachers and payment will be deducted from the salary (NT\$400/class for elementary school, or NT\$450/class for junior high school). 應檢附醫師證明。 Medical Certificate should be attached.
生理假 Menstrual Leave	3日 3 days	外師經洽學校同意後，得就下列方式擇一辦理： 1. 進行調課或補課。 2. 扣薪(國小每節400元，國中450元)，其課務原則上由協同之中師負責。 With the school's approval, foreign teachers can take personal leave using either of the following options:	女性受僱者因生理日致工作有困難時，每個月可以請生理假1日，一學年度請假日數未逾3日，不併入病假計算，逾3日之日數併入病假計算。 A female employee having difficulty performing her duties during her menstruation period may request one day menstrual leave each month. If the cumulative menstrual leave do not exceed three

假別 Leave Types	每年天數上限 Leave limits / year	課務處理	Class Process
		1. Teachers will choose another time available to make up their classes after returning from leave. 2. Classes will be substituted by the co-teachers. The salary deducted will be NT\$400 per elementary school class or NT\$450 per junior high school class.	days in an academic school year, said leave shall not be counted toward days off for sick leave. All additional menstrual leave shall be counted toward days off for sick leave.
家庭照顧假 Family Care Leave	7日 7 days	外師經洽學校同意後，得就下列方式擇一辦理： 1. 進行調課或補課。 2. 扣薪(國小每節400元，國中450元)，其課務原則上由協同之中師負責。 With the school's approval, foreign teachers can take personal leave using either of the following options: 1. Teachers will choose another time available to make up their classes after returning from leave. 2. Classes will be substituted by the co-teachers. The salary deducted will be NT\$400 per elementary school class or NT\$450 per junior high school class.	受僱者於其家庭成員預防接種、發生嚴重之疾病或其他重大事故須親自照顧時，得請家庭照顧假；其請假日數併入事假計算，全年以七日為限。家庭照顧假薪資之計算，依各該事假規定辦理。 For the purpose of caring for family members who need inoculation, who suffer serious illness or who must handle other major events, employees may request family care leave. The number of days of this leave shall be incorporated into personal leave and shall not exceed seven days in one year. The computation of wages during the period of family care leave shall be made pursuant to the related statutes and administrative regulations governing leave with personal cause.

有關各項假別之天數，悉參照「行政院與所屬中央及地方各機關聘僱人員給假辦法」辦理。

The above leave limits are according to “Regulations on Special Leave for Employees of the Executive Yuan and Subordinated Agencies.

基隆市_____國中/小 外籍英語教師到職報到單
(Name of School) Keelung City New Employee Form

114.05.修

身分證號/護照號碼 Passport No.		出生日期 Birth Date	年 月 日
姓名 Name		居留證統一證號 ARC ID No.	
Email		手機Cellphone	
在台住址 Address			
聘僱期限 Duration of Employment	自2025年 月 日起至2026年 月 日止 From: 2025 year month day To : 2026 year month day		
工作許可證號碼與核准日期 Work Permit No. & Date of Issue		實際到職日 Date of Commencement	中華民國 年 月 日
薪資核發起始日 Payment of Salary	8月15日(含)前報到者，自8月15日起薪；8月16日後到職者，以實際到職日起薪。 Pay day starts if reporting to school date is on or by August 16 th . If reporting date is after August 16 th , the pay day starts as the actual reporting to school date.(The date will be provided by the MOE or the XX Government/City) 自 年 月 日起至 年 月 日止 From: year month day to: year month day		
檢核事項 Check List	<input type="checkbox"/> 已知悉契約內容 You have read and understood the terms of the contract. <input type="checkbox"/> 已知悉稅務等內容 You have read and understood the taxes situation in Taiwan. <input type="checkbox"/> 已知悉勞健保加保等內容 You have read and understood the health insurance situation in Taiwan.		
應繳交資料 Required Documents	<input type="checkbox"/> 經駐外機構認證之外籍英語教師學歷及教師資格文件 Certificate of Degree and Teaching Certificate verified by Taipei Economic and Cultural Office. <input type="checkbox"/> 合格健康檢查報告 Qualified Health Checkup Report <input type="checkbox"/> 全國性無犯罪記錄行為良好證明 valid national criminal record check		
校內各單位會辦審查及核章			
單位 Faculty & Staff	核章 Seal	會辦事項 Approval Check List	
教務主任 Director of Academic Affairs		課務說明及學校介紹 Introduce school and classes.	
出納組長 Chief of Cashier		請外師開辦薪資帳戶 Open an account at _____ Bank.	
午餐秘書 Cafeteria Cashier		是否參加學校午餐 Whether or not have lunch in school ?	
人事主任 Personnel Director		學歷 Degree: 學士 Bachelor 碩士 Master 博士 Doctor 月薪 Salary: 新台幣 _____ 元整 (NT dollars) 每月房屋津貼 Housing allowance/month 新台幣 _____ 元整 (NT dollars)	
校長 Principal			

外師簽名 (Teacher's signature):

簽名日期 (Signing Date):

聘僱學校關防用印

補充說明：

Note

- 一、請將聘僱契約影本附於本就職報到單後，俾憑查考
Please attach the Employment contract with this paper for our reference.
- 二、本單應於就職日當日填妥後送學校主辦處室備查。
This paper should be submitted to the school on the first day of your employment.
- 三、新進人員請至○○銀行開戶，並將帳號通知出納/主計，以便撥付薪津。
New Teacher should open an account at (bank) and give the account number to the cashier's/accounting section for your salary transit.
- 四、每個月的租屋補助申請(含同住眷屬租屋補助)須由乙方提供相關證明予甲方審核，如租賃契約、同住眷屬在台證明文件等。
Party B shall provide the necessary supporting documents, such as a lease agreement and proof of cohabiting family members (if applicable in Taiwan), to the Party A for the Housing Rental Reimbursement application and review.