

部分工時外籍英語教學助理契約 (參考範本)

Hiring Contract for Part-time English Language Teaching Assistant (Template)

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(與經費及法條相關內容不可修改)

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(Terms associated with the funding or regulations as required by law are not amendable)

部分工時外籍英語教學助理契約

Hiring Contract for Part-time English Language Teaching Assistant

立約人 (學校 School) (下稱甲方 hereinafter, “Party A”)

Parties (下稱乙方 hereinafter, “Party B”)

緣乙方同意擔任甲方部分工時外籍英語教學助理，依據本契約約定提供服務，雙方約定如下：

Party B agrees to serve as a part-time English Language Teaching Assistant to Party A and will provide services based on this Contract per the terms and conditions below:

一. 服務期間：

Service period:

(一) 乙方依本契約約定提供短期、定期之服務，服務期間自 ____年__月__日起，至 ____年__月__日止。

Party B shall provide short-term services based on this Contract from (Month, Date, Year) to (Month, Date, Year).

- 乙方充分瞭解，本契約屬於短期、定期契約，除經雙方書面同意，雙方不得於服務期間提前終止本契約。如約定乙方於寒假、暑假提供營隊之服務，除經雙方書面同意，雙方不得於營隊進行期間提前終止本契約。

Party B fully understands that this Contract is short-term and only effective within the specified period. Both parties may not terminate this Contract before the indicated date of expiration unless both parties reach an agreement in writing. It is agreed that when Party B provides services in a winter or summer camp held during the winter or summer months, both parties shall not terminate this Contract within the officially announced time period of the camp unless both parties reach an agreement in writing.

- 如確有不可歸責於乙方因素致乙方須申請提前終止本契約時，甲方願盡力協助並同意提前終止本契約。

Shall Party B terminate the Contract before the date of expiration due to factors not attributable to Party B, Party A will offer all necessary assistance and agree to terminate this Contract before the date of expiration.

(二)服務期間期滿或本契約終止時，乙方應依甲方規定進行服務內容之移交。

Party B shall complete all necessary transition and handover of responsibilities in accordance with Party A's regulations at the expiration or termination of the service period.

(三)如乙方未能依約履行完畢或依據本條規定合法終止本契約，相關責任由乙方自行承擔，因此產生之費用（包括但不限於代課費等）由乙方全額負責。如乙方係因不可抗力之原因致未能履行本契約完畢，甲方同意依據實際情形減少或免除乙方對前開費用之賠償責任。

Where Party B fails to fulfill this Contract or fails to legally terminate this Contract in accordance with this article, Party B shall bear all relevant obligations and all expenses that arise (including but not limited to substitution fees). Where Party B fails to perform this Contract due to force majeure factors, Party A shall agree to reduce or exempt Party B's liability for said expenses depending on the situation.

二. 乙方擔任部分工時外籍英語教學助理之資格條件：

Qualifications required of Party B for serving as an English Language Teaching Assistant:

1. 乙方確認其已合法居留於中華民國臺灣地區，並可擔任部分工時教學助理。契約存續期間如乙方喪失合法居留權或工作許可證，且無法於主管機關規定期限內取得上述權利時，雙方同意終止本契約。

Party B shall confirm his/her legal residence in Taiwan and eligibility for serving as a teaching assistant. In the event that Party B loses legal residence or work permit in Taiwan during the contract period and cannot obtain the aforementioned rights within the competent authority's stipulated period, both Parties shall agree to terminate this Contract.

2. 乙方之英語程度，需符合教育主管機關之要求。契約存續期間如相關規定有所變更不影響本契約之效力。

Party B's English proficiency shall meet the requirements dictated by the Ministry of Education. This Contract shall remain effective regardless of any changes to relevant regulations while the Contract remains valid.

三. 職稱：_____ (學校)部分工時外籍英語教學助理。

Job title: Part-time English Language Teaching Assistant of (School).

四. 服務地點：_____。

Location: _____.

乙方同意，甲方得視需要調整服務地點，並於事前告知乙方，如乙方前往調整後之服務地點並無困難，乙方不得拒絕。

Party B agrees that Party A may adjust the location as necessary and inform Party B of the adjustment in advance. If Party B has no difficulty in accessing the adjusted location, Party B may not refuse.

五. 工作服務內容及工作時間：

Provided services and working hours:

(一) 服務內容：

Provided services:

1. 由甲乙雙方共同擬定，達成共識，服務內容包括但不限於後述：

The services Party B shall provide shall be formulated based on reached consensus between Party A and Party B. Provided services include but are not limited to the following:

- ☐比賽訓練 Competition Trainer
- ☐社團指導 Club Activity Leader
- ☐主題式課程 Thematic Lesson Teaching Assistant
- ☐英語對話夥伴 English Conversation Partner
- ☐寒暑假營隊 English Winter/Summer Camp Leader
- ☐參與教師備課 Participation in Lesson Planning
- ☐英語閱讀 English Reading
- ☐其他 Others：_____。

2. 乙方服務內容應符合甲方之教學相關規定與要求。

The content of Party B's services shall meet Party A's teaching-related rules and requirements.

(二) 服務時間（每日不得超過8小時）：

Service hours (may not exceed eight hours per day):

1. 學期上課期間，每週服務時數不得超過 20 小時，但寒暑假期間，每週不受20小時的限制。

An English Language Teaching Assistant's weekly service (lecture) time may not exceed 20 hours during the academic months. However, this restriction does not apply during summer or winter vacation.

2. 服務時數計入乙方工作許可證限制之工作時數。

The service hours shall be counted toward Party B's permitted work hours specified in his/her work permit.

- (三) 乙方應依照雙方約定時間進行服務，不得遲到、早退或曠職，且不得未經甲方同意調課、找人代課。乙方須依規定時程填寫甲方之行政表單，包括出勤紀錄或簽到退紀錄表、薪資文件等，出勤紀錄須經甲方確認核實方得請領服務費用。

Party B shall provide services at the time agreed by both parties, shall not be late, leave early, or absent from work, and shall not change the class schedule or find a substitute teacher without the consent from Party A. Party B shall fill out Party A's administrative forms according to the schedule, including but not limited to attendance records, check-in and check-out records, and documents related to salary. Attendance records shall be confirmed and verified by Party A before Party B applies for service fees.

- (四) 乙方如須請假，應依甲方規定辦理請假手續。除緊急事故、急病或不可預知事件外，乙方須經甲方事先同意，方可請假。若乙方無正當理由多次請假，甲方有權終止或解除本契約。

Where Party B needs to take a leave of absence, he/she shall submit a formal notice of leave in accordance with Party A's regulations. Party B shall obtain Party A's consent prior to requesting a leave of absence, except in events of emergencies, acute medical conditions, or unpredictable incidents. Where Party B frequently requests a leave of absence without a justifiable reason, Party A has the right to terminate or rescind this Contract.

- (五) 乙方應依據甲方、甲方所屬地方政府、教育部國民及學前教育署及其委託團隊之規定，依時繳交相關心得、報告、調查表單等，並參與研習。

Party B shall submit relevant documents, including but not limited to commentaries, reports, or survey forms, in a timely manner, and participate in workshops in accordance with the regulations of Party A and the local government by which Party A is governed as well as the K-12 Education Administration, Ministry of Education, and the teams it commissions.

六. 服務費用：

Service fee:

- (一) 鐘點費：

Hourly fee:

- . 乙方應於約定時間（包括正式課程時間，或非正式課程時間如早自習、午休時間、課後時間、寒暑假等）提供服務。

Party B shall provide services at the agreed time (including formal class time

or non-formal class times such as morning self-study sessions, lunch breaks, breaks between classes, and winter and summer vacations).

. 雙方同意服務1節課之鐘點費為新臺幣400元整，若服務時間並非以「節」為單位，應由甲乙雙方就實際服務時間轉換為節計算服務費用。

Both parties agree that the hourly fee per session is NT\$400. Where the service time is not calculated in unit of class session, both parties should convert the actual service time into units of class session to calculate the service fee.

. 報支交通費者，依行政院公布「國內出差旅費報支要點」報支交通費。交通費補貼原則為搭乘公共交通工具，以合理路線自就讀學校到服務地點所需之費用。

Those who need to apply for a transportation allowance shall file an application in accordance with the Directions of the Domestic Travel Allowance Disbursement announced by the Executive Yuan.

The disbursement of transportation fees is based on the cost of traveling by a reasonable route from the school Party B currently attends to the service location by public transportation.

. 甲方依法為乙方投保勞保等保險，雙方並應依法各自負擔費用，甲方並得依法代扣乙方應負擔之稅費及費用。

Party A purchases labor insurance for Party B in accordance with the law, and both parties shall bear their own expenses according to law, while Party A may withhold taxes and fees that Party B shall pay according to law.

(二) 服務費用發放：

Payment of service fees:

1. 乙方應依甲方規定，檢附當月經甲方核實後之出勤紀錄，經甲方或甲方所屬地方政府核實確認無誤後發放。

Party B shall submit his/her monthly attendance records verified by Party A in accordance with Party A's regulations. Service fees shall be paid after Party A or the local government by which Party A is governed verifies and confirms such records.

2. 如乙方未能依前款規定提出申請，除甲方或甲方所屬地方政府能協助外，原則上歸入次月之款項申請及發放。

Where Party B fails to file an application in accordance with the preceding

subparagraph, except in cases where Party A or the local government by which Party A is governed may extend assistance, such fees shall be included in and paid along with the fees for the following month.

3. 發放方式依甲方或甲方所屬地方政府指定之方式辦理。

The payment method shall be handled in accordance with the method designated by Party A or the local government by which Party A is governed.

4. 甲方依據本契約給付乙方之服務費用，由教育部國民及學前教育署委託甲方、甲方所屬地方政府、或教育部國民及學前教育署委託之第三方給付給乙方。

The service fees paid by Party A to Party B in accordance with this Contract shall be paid to Party B by Party A or the local government by which Party A is governed, or a third party, as commissioned by the K-12 Education Administration, Ministry of Education.

(三) 甲方不得預扣乙方服務費用作為違約金或損害賠償金額。

Party A may not withhold Party B's service fees as penalties for a breach of this Contract or for damages.

七. 智慧財產權約定

Intellectual property rights agreement

(一) 乙方服務期間完成之著作，著作權歸屬教育部國民及學前教育署，但甲方得基於教育目的使用著作。

The intellectual property rights of any work completed by Party B during the service period shall be owned by the K-12 Education Administration, Ministry of Education. Party A may use such work for educational purposes.

(二) 乙方如須於本契約以外之場合使用服務期間完成之著作，應事前經教育部國民及學前教育署書面同意。

Written consent from the K-12 Education Administration, Ministry of Education, shall be obtained before Party B may use any work completed during the service period in an occasion outside the scope of this Contract.

(三) 乙方擔保服務期間完成之服務相關著作，無侵害第三人之智慧財產權之情形。

Party B shall guarantee that none of the works related to the services completed during the service period have infringed upon any other party's intellectual property rights.

八. 乙方責任

Party B's responsibilities and obligations

- (一) 乙方須依據服務內容準備教學內容與材料。甲方得提供相關教學資源供乙方於課堂使用。乙方須按照課程表定時間進行所有課程，並準時上下課以避免影響學生之學習權益。

Party B shall prepare lessons and teaching materials with contents appropriate to the intended student. Party A may provide Party B with relevant teaching resources needed in class. Party B shall conduct all classes at the times specified in the course schedule and start and dismiss classes on time to avoid affecting students' right to education.

- (二) 甲方、甲方所屬地方政府或教育部國民及學前教育署將不定期提供學習資源，例如教學經驗分享活動、教學工作坊等，乙方應在時間許可範圍內盡力參與。

Party A, the local government by which Party A is governed, or the K-12 Education Administration, Ministry of Education, will provide learning resources whenever necessary, such as teaching experience sharing events or teaching workshops, and Party B shall do his/her best to participate if he/she are available.

- (三) 乙方需完成並通過教育部國民及學前教育署所規定之職前培訓課程方得入校服務，培訓期間不計服務時數與鐘點費。

Party B shall complete and pass the pre-employment training courses as required by the K-12 Education Administration, Ministry of Education, before this Contract become valid. Reimbursement does not include the time or any expenses incurred during the pre-job training period.

- (四) 甲方、甲方所屬地方政府或教育部國民及學前教育署得視需要為乙方辦理在職培訓課程，乙方同意全程參與在職培訓課程。若研習課程當天不克參加，乙方需要以觀看課程影片等方式進行補課。

Party A, the local government by which Party A is governed, or the K-12 Education Administration, Ministry of Education, may offer on-the-job training courses to Party B if necessary, and Party B shall agree to participate in the entire on-the-job training course. Where Party B is unable to participate the pre-job training session in person, he/she is required to participate by watching the recorded training session within a mutually agreed time period afterwards.

- (五) 乙方同意配合甲方、甲方所屬地方政府、教育部國民及學前教育署辦理必要之工作考核、訪視、觀課等活動。表現優良者，甲方、甲方所屬地方政府、教育部國民及學前教育署得予以獎勵。

Party B consents to performance evaluations, visits, classroom observations, or other activities deemed necessary by Party A, the local government by which Party A is governed, or the K-12 Education Administration, Ministry of Education. Those who perform well may be rewarded by Party A, the local government by which Party A is governed, or the K-12 Education Administration, Ministry of Education.

- (六) 乙方同意遵守下列行為規範：

Party B agrees to comply with the code of conduct below:

1. 乙方不得於課堂中或甲方正式場合使用粗俗之語言、穿著不適當服飾或有不當之行為表現，並應遵守中央、地方政府或學校防疫相關規定。

Party B shall not use vulgar language, dress indecently, or behave inappropriately in class or during formal occasions held by Party A. Party B shall comply with the central or local government's or school's epidemic prevention regulations.

2. 乙方應善盡教學之責任，不得對學生進行體罰、霸凌或有影響學生身心健康之舉措。

Party B shall fulfill his/her teaching responsibilities and shall not impose corporal punishment on or bully students or act in a way that affects their physical and psychological health.

3. 乙方於聘僱期間必須與學生保持適當的距離，且避免身體接觸。

During Party B's employment period, Party B shall maintain an appropriate distance from students and avoid physical contact.

4. 乙方不得因個人或情緒因素中斷教學活動或提前離開課堂。

Party B shall not suspend teaching in class or leave the classroom early due to personal or emotional factors.

5. 如時間允許，乙方應參與甲方指派之相關教學會議、活動、競賽等，參與前項活動之時間為服務時間。

Whenever feasible, Party B shall participate in relevant teaching meetings, training events, or competitions assigned by Party A. Participation in such events shall be included in Party B's service hours.

6. 乙方教學表現欠佳時，需接受甲方之輔導並積極改善。

Where Party B's teaching performance is unsatisfactory, he/she shall accept Party A's guidance and actively work toward improvement of his/her teaching performance.

7. 乙方不得於課堂上傳教。

Party B shall not engage in any missionary activity inside or outside the classroom during the employment periods.

8. 乙方不得有故意違法行為，亦不得持有、吸食、移轉或販賣毒品（含大麻）。

Party B shall not violate laws intentionally and shall not possess, consume, transfer, or sell drugs (including marijuana).

9. 乙方應避免飲酒過量致影響教學能力。

Party B shall avoid excessive drinking to the point of influencing his/her teaching abilities.

10. 乙方不得有酒駕行為。

Party B shall not drive under the influence.

- (七) 乙方同意甲方、甲方所屬之地方政府、教育部國民及學前教育署與該三單位授權或委託之人得將教學活動、培訓課程進行之攝影、錄音、錄影、照片等資料，作為成果紀錄與宣傳活動等使用。
Party B consents that Party A, the local government by which Party A is governed, or the K-12 Education Administration, Ministry of Education, or any persons authorized or commissioned by the aforementioned three entities may videotape, record, or take photos of the teaching activities or training courses for documentation or promotional purposes.

- (八) 非經甲方、甲方所屬地方政府或教育部國民及學前教育署同意，乙方不得將上課活動內容、部分工時外籍英語教學助理計畫成果對外發表或分享或刊登在網路、通訊軟體等公開文件或軟體，且不得於網路上公布學童臉孔之照片。如乙方對外發表之內容，甲方、甲方所屬地方政府或教育部國民及學前教育署認為不適當時，乙方同意無條件配合修改、調整或下架刪除。乙方如違反本條規定且情節重大者，甲方得立即終止本契約。

Without the consent of Party A, the local government by which Party A is governed, or the K-12 Education Administration, Ministry of Education,

Party B shall not release, share, or publish the content of class activities or the results of the English Language Teaching Assistant program on the internet, communication software, or other public documents or software. Party B shall not share photos that reveal the students' faces on the internet.

Where the content made public by Party B is deemed inappropriate by Party A, the local government by which Party A is governed, or the K-12 Education Administration, Ministry of Education, Party B agrees to unconditionally amend, revise, or to delete such content. Where Party B violates this Contract in serious circumstances, Party A may immediately terminate this Contract.

(九) 乙方需遵守性別平等教育法、性別工作平等法、性騷擾防治法、跟蹤騷擾防制法、兒童及少年性剝削防制條例、兒童及少年福利與權益保障法及教師法等規範，善盡教師之教學責任，與學生的溝通互動應遵守適當分際與教學專業之標準與界線。

Party B agrees to comply with the Gender Equity Education Act, Act of Gender Equality in Employment, Sexual Harassment Prevention Act, Stalking and Harassment Prevention Act, Child and Youth Sexual Exploitation Prevention Act, the Protection of Children and Youths Welfare and Rights Act, Teachers' Act, and other applicable laws and regulations. Party B shall fulfill responsibilities as a teacher, maintain an appropriate distance from, and set appropriate boundaries during communication and interaction with students.

九. 終止或解除事由

Causes for termination or rescission

(一) 有下列情事時，甲方得終止或解除本契約：

Party A may terminate or cancel this Contract at any time if Party B exhibits any of the following:

- 乙方違反本契約之規定，經限期改正仍不予改正時。

When Party B has violated the rules specified in this Contract and failed to correct his/her behavior within a specified period.

- 乙方違反性別平等教育法、性別工作平等法、性騷擾防治法、跟蹤騷擾防制法、兒童及少年性剝削防制條例、兒童及少年福利與權益保障法及教師法等法令。

When Party B violates the Gender Equity Education Act, the Act of Gender Equality in Employment, the Sexual Harassment Prevention Act, the Stalking and Harassment Prevention Act, the Child and Youth Sexual Exploitation

Prevention Act, the Protection of Children and Youths Welfare and Rights Act, or the Teachers' Act.

- 乙方對學生進行體罰。

When Party B inflicts corporeal punishment on a student.

- 乙方對學生有霸凌行為。

When Party B bullies a student.

- 乙方違反教學專業分際與標準，情節重大。

When Party B violates the appropriate boundaries and standards of the teaching profession, and the violation has been determined to be severe.

- 乙方違反第八條第(八)項，情節重大。

When Party B violates paragraph (8) of Article 8 in serious circumstances.

- 乙方經常請假、遲到、早退或無正當理由多次請假，經限期改正仍不予改正時，甲方有權終止或解除本契約，乙方不得要求任何賠償。因乙方無正當理由請假而產生之費用（包括但不限於代課費等）由乙方全額負擔。

Where Party B frequently requests a leave of absence, is late, leaves early, or requests a leave of absence without a justifiable reason and fails to adjust his/her behavior within a specified period of time, Party A has the right to terminate or rescind this Contract, and Party B shall not request any compensation. Expenses (including but not limited to substitute fees) arising from Party B's leave of absence without a justifiable reason shall be completely borne by Party B.

- 乙方不符申請規定或提供不實資料。

When Party B fails to meet the application requirements or provides false information.

(二) 有下列情事時，乙方得終止或解除本契約：

Party B may terminate or rescind this Contract at any time if Party A exhibits any of the following:

- 甲方積欠服務費用，經限期催告仍不給付時。

When Party A owes service fees and fails to pay following interpellation.

- 甲方違反契約或法令，致有損害乙方權益之虞者。

Party A violates this Contract or acts and regulations, which may damage Party B's rights and interests.

十. 準據法

Governing Law

本契約準據法為中華民國法律。雙方同意，如發生爭議，同意本於誠信互惠原則磋商解決，如仍無法解決，雙方同意以甲方所在地之臺灣_____地方法院為第一審管轄法院。

This Contract shall be governed by the laws of the Republic of China. Both parties agree that in the case of any dispute, the conflict shall be solved based on mutual trust and reciprocity. Where the conflict continues to exist, both parties agree that Taiwan _____ District Court where Party A is located shall be the court of first instance.

十一. 其他

Others

. 本契約未盡事宜，雙方得另行協議，另訂書面契約。

Both parties may separately negotiate the matters not specified in this Contract in writing.

. 本契約以中英文方式簽署，但中英文有差異時，應以甲方之官方語言為準。

Both Traditional Chinese and English versions of this contract shall be signed. In the event of existing inconsistencies between both versions, the version prepared in Party A's official language shall prevail.

. 合約正本一式兩份，甲乙雙方各執一份。

This Contract is made in duplicate, with each party holding one original.

立契約人:

Parties:

甲 方 :

Party A:

代 表 人 :

Representative:

地 址 :

Address:

電 話 :

Tel.:

乙 方 :

Party B:

居留證號碼 :

Resident Certificate No.:

工作許可證號碼 :

Work Permit No.:

國 籍 :

Country of Nationality:

護照號碼 :

Passport No.:

電 話 :

Tel.:

地 址 :

Address:

中 華 民 國 年 月 日

Date: MM/DD/YYYY