National Changhua University of Education Contract Faculty Employment Implementation Guidelines

Article 1: National Changhua University of Education (hereinafter referred to as "the University") establishes these guidelines to meet teaching and research needs in accordance with the "Implementation Principles for Employing Non-Regular Full-Time Teaching Staff in Junior Colleges and Above.”

Article 2: The number of contract faculty members (including project teachers at the University) employed each year shall not exceed 3% of the total number of full-time faculty positions in the University's regular staffing plan, with a cumulative limit of 10% of the total number of full-time faculty positions. However, this limit does not apply if the necessary funds are raised independently by individual units.

Article 3: Teachers employed under these regulations are categorized into Teaching Contract Teachers and Industry-Academia-Research Contract Teachers, and are further classified as professors, associate professors, assistant professors, and lecturers according to their qualifications.

Article 4: The selection and employment regulations for Teaching Contract Teachers are as follows:

1. Source of Funds: Based on the self-raised income as specified in the management and supervision regulations of the National University's School Affairs Fund.

2. Qualifications: In accordance with the regulations of the Act Governing the Appointment of Educators.

3. Appointment Procedure: The evaluation by the three-level teacher evaluation committee within the school's establishment for full-time teachers.

4. Teaching Hours: Basic teaching hours of full-time teachers at the same rank within the establishment plus an additional 6 hours, with the option to exceed hours by up to 4 hours.

5. Renewal: Two months before the end of the appointment period, undergo teaching evaluation, with an average teaching satisfaction survey score of 4.0 or higher, and renewal approval from the appointing unit signed by the President.

6. Term of Appointment: The principle is a one-year term, and if renewed, the maximum total appointment period shall not exceed 4 years, with no further renewal upon expiry.

7. Submission and Promotion: Qualification review according to the regulations for full-time teachers within the establishment, handling of qualification reviews, but not accepting applications for promotion.

8. Remuneration Standard: Handling of salary increases and seniority pay increases based on regulations for full-time teachers within the establishment.

Article 5: The selection and employment regulations for Industry-Academia-Research Contract Teachers are as follows:

1. Source of Funds: Salaries and related expenses are supported by funds allocated from the appointing unit's projects.

2. Qualifications: In accordance with the regulations of the Act Governing the Appointment of Educators.

3. Appointment Procedure: The evaluation by the three-level teacher evaluation committee within the school's establishment for full-time teachers.

4. Teaching Hours: Basic teaching hours are 3 hours, with the option to exceed hours by up to 4 hours.

5. Renewal: Two months before the end of the appointment period, renewal approval is granted by the President upon the recommendation of the project principal investigator based on project needs.

6. Term of Appointment: The principle is a one-year term, and if necessary for the continued execution of the project, may be renewed until the project's completion, with no further renewal upon expiry.

7. Submission and Promotion: Qualification review according to the regulations for full-time teachers within the establishment, handling of qualification reviews, but not accepting applications for promotion.

8. Remuneration Standard: Handling of salary increases and seniority pay increases based on regulations for full-time teachers within the establishment.

Article 6: The term of appointment, remuneration, leave, benefits, insurance, labor retirement pension, and other rights and obligations of contract teachers shall be specified in the contract.

Article 7: Contract teachers shall have their labor insurance, national health insurance premiums, income tax, etc., handled according to relevant regulations, and deducted monthly from their compensation by the university.

Contract teachers shall contribute to labor retirement pensions as stipulated in the Labor Standards Act (hereinafter referred to as the "Labor Retirement Act"). Those who do not qualify for contributions under the Labor Retirement Act shall follow the provisions of the "Departure Benefits Regulations for Employees Employed by Government Agencies and Schools" for severance savings.

Article 8: Contract teachers during their term of appointment may not serve as members or representatives of any statutory meetings within the university's organizational structure.

Article 9: Any matters not covered in these regulations shall be handled in accordance with relevant laws and regulations.

Article 10: These regulations shall be implemented upon approval by the University's School Affairs Fund Management Committee and the School Council, and after the President's approval. Amendments shall follow the same procedure.

**National Changhua University of Education Contract for Adjunct Teachers**

National Changhua University of Education (hereinafter referred to as Party A) hires \_\_\_\_\_\_\_\_\_ (hereinafter referred to as Party B) as an adjunct teacher (professor, associate professor, assistant professor, lecturer) to meet the needs of teaching and industry-academia research. Both parties agree to the following terms:

1. **Hiring Department:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. **Employment Period:** From \_\_ year \_\_ month \_\_ day to \_\_ year \_\_ month \_\_ day. Upon the expiration of the contract period, unless agreed by Party A for renewal, the employment relationship terminates, and Party B must resign without objection.
3. **Types and Levels of Adjunct Teachers:**
	* □ (1) Teaching Type Adjunct Teacher: □ Professor, □ Associate Professor, □ Assistant Professor, □ Lecturer (To meet teaching needs with relevant funding).
	* □ (2) Industry-Academia Research Type Adjunct Teacher: □ Professor, □ Associate Professor, □ Assistant Professor, □ Lecturer (To execute industry-academia research projects and assist in teaching with relevant funding).
4. **Funding Source:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
5. **Remuneration Standards:** The salary will be determined by the standards for full-time teachers of the same rank within the organization and will be paid from the actual date of employment.
6. **Teaching Hours:**
	* (1) Teaching Type Adjunct Teacher: Basic teaching hours are the same as full-time teachers of the same rank plus 6 hours, with an additional allowance of up to 4 hours.
	* (2) Industry-Academia Research Type Adjunct Teacher: Basic teaching hours are 3 hours, with an additional allowance of up to 4 hours.
7. **Leave:** The same regulations as full-time teachers of Party A.
8. **Insurance:** If Party B is eligible for labor insurance and national health insurance as per regulations, they should apply at the Personnel Office of Party A. The insurance premiums payable by the employer will be covered by the budget allocated by the relevant department. If Party B is not eligible for labor insurance or national health insurance, the project execution unit can assist in applying for comprehensive insurance for international technical cooperation personnel, with Party B bearing 35% of the premium and the department subsidizing 65%.
9. **Labor Pension:**
	* (1) During the employment period, Party A must contribute monthly to Party B's pension in addition to labor and health insurance.
	* (2) Party A must contribute no less than 6% of Party B's monthly salary to the pension fund according to the "Monthly Contribution Wage Classification Table" set by the central competent authority.
	* (3) Party B can voluntarily contribute up to 6% of their monthly salary to the pension fund, with adjustments allowed twice a year.
	* (4) The standards and methods for pension disbursement and application shall be handled according to the Labor Standards Act, Labor Pension Act, and their enforcement rules.
10. **Employment and Resignation:**
* (1) Party B must complete the employment procedures within one month of the contract start date. Failure to report for duty will be regarded as declining the appointment, and this contract will automatically become void. If not renewed upon contract expiration, Party B must complete resignation procedures immediately.
* (2) If Party B needs to resign for special reasons during the contract period, they must submit a written application to Party A one month in advance. Resignation is subject to Party A's approval. Party A may require the return of salary received during the contract period and adjust to an hourly wage for actual courses taught.
* (3) Party B can apply for a certificate of employment during the contract period. Upon resignation, after completing the resignation procedures, Party B will be issued a certificate of resignation.
1. **Non-Applicability of Certain Laws and Regulations:** Party B is not subject to civil servant and teacher-related laws regarding salary, performance evaluation, leave, research, teaching, retirement, compensation, severance, insurance, and leave. Also, they are not eligible for marriage, funeral, maternity, or child education subsidies.
2. **Prohibition of External Employment:** Party B cannot take up part-time jobs or teaching assignments outside the school without written consent from Party A.
3. **Other Obligations:**
* (1) Party B must indicate their affiliation with Party A in their publications.
* (2) Party B is obligated to personally teach, invigilate, grade, and supervise student internships. Thesis supervision is subject to the regulations of the hiring department.
* (3) If Party B misses classes due to leave, they must make up the classes or have their hourly wage deducted, and Party A will hire a suitable substitute teacher.
1. **Gender Equality and Professional Ethics:** Party B must adhere to the Gender Equality in Employment Act and the Gender Equity Education Act. They must not engage in unethical relationships in interactions related to sex or gender during teaching, supervision, training, evaluation, management, counseling, or providing work opportunities to students. Party B should avoid conflicts of interest and report any potential ethical violations to the school. Party B must respect personal and bodily autonomy and avoid unwelcome pursuit behaviors, and must not use force or coercion in resolving conflicts related to sex or gender.
2. **Termination of Contract:** If Party B fails to perform teaching (research) adequately or violates the obligations of this contract, Party A may terminate the contract after pointing out the deficiencies without improvement, constituting a breach of contract.
3. **Compliance with Laws:** Matters not covered in this contract shall be handled in accordance with the relevant regulations of the Ministry of Education.
4. **Copies of the Contract:** This contract is made in three copies, with Party A, Party B, and the hiring department each holding one copy.

**Contract Signatories**

**Party A: National Changhua University of Education**

* Address: No. 1, Jinde Road, Changhua City, Changhua County 500, Taiwan
* Representative: President ○○○

**Party B:**

* Address:
* ID Number: (If no ROC ID, please fill in passport number)
* Contact Phone Number:

Republic of China (Taiwan), Year \_\_\_, Month \_\_\_, Day \_\_\_