National Changhua University of Education Part-time Teacher Employment Contract General Explanation

This document has been prepared due to the Ministry of Education's revision of the regulations regarding the employment of part-time teachers in institutions above junior college level. These revisions include additional provisions for part-time teachers such as leave, monthly remuneration, labor insurance, employment insurance, national health insurance during winter and summer vacations, retirement benefits, and other rights. Article 13 of these regulations stipulates that important matters such as the employment period, termination of the contract, execution of the suspension of the contract, remuneration, leave, retirement benefits, and other significant issues should be included in the employment contract and will take effect on August 1, 2017. In response to these revisions and implementation schedule, this part-time teacher employment contract has been established by our university. The contract comprises nine points, summarized as follows:

1. Specification of the Employment Period for Part-time Teachers. (Point 1).
2. Specification that the Teaching Hours for Part-time Teachers are to be Managed According to Relevant University Regulations. (Point 2).
3. Specification that the Remuneration for Part-time Teachers is to be Managed According to Relevant Regulations. (Point 3).
4. Specification of the Leave Regulations for Part-time Teachers. (Point 4).
5. Specification that Part-time Teachers Must Comply with Relevant Gender Equality Regulations and Should Have Gender Equality Awareness. (Point 5).
6. Specification of the Circumstances and Procedures for Termination of the Part-time Teacher Contract. (Point 6).
7. Specification that the University Must Provide Relevant Insurance for Part-time Teachers as Required and Contribute to the Retirement Fund on a Monthly Basis for Part-time Teachers without Other Employment. (Point 7).
8. Specification that Matters Not Covered by the Contract are Subject to Other Relevant Laws and Regulations. (Point 8).
9. Specification of the Procedures for Establishing and Amending the Contract. (Point 9).

National Changhua University of Education Adjunct Faculty Employment Draft Agreement Explanation by Points

|  |  |
| --- | --- |
| Adjunct Faculty Appointment Draft | Point-by-Point Explanation |
| 1. Term of Employment: The term of employment shall commence from [Date] of the Republic of China (ROC) and shall expire on [Date] of the ROC. If renewed, a new appointment letter shall be issued. | The term of employment of the adjunct faculty. |
| 2. The calculation of adjunct faculty teaching hours shall follow the university's regulations on teacher workload and overtime pay. | The calculation of teaching hours for adjunct faculty shall be conducted in accordance with relevant regulations of the university. |
| 3. Adjunct faculty shall be compensated on an hourly basis, with payment methods and standards governed by relevant regulations. | The treatment of adjunct faculty shall be handled in accordance with relevant regulations. |
| 4. Adjunct faculty may take leave from the university, with the calculation of leave days following the regulations stipulated in Article 3 of the Teacher Leave Rules. Rescheduling, makeup, and substitute teaching for missed classes shall comply with university regulations. | Leave regulations for adjunct faculty shall be as follows. |
| 5. Adjunct faculty shall adhere to the Gender Equality in Education Act and relevant gender equality regulations, maintaining professional ethics in their relationships with students. When using educational materials and engaging in educational activities, adjunct faculty should possess gender equality awareness, break gender stereotypes, avoid gender bias and discrimination, and encourage students to pursue non-traditional gender subject areas. | Adjunct faculty must comply with relevant gender equality regulations and demonstrate gender equality awareness. |
| 6. During the appointment period, if an adjunct faculty member meets any of the conditions listed in Article 5, Paragraph 1 of the "Regulations on Appointment of Adjunct Faculty Members at Colleges and Universities with Associate Degree or Higher," the university shall terminate their appointment and handle related matters in accordance with Article 5, Paragraphs 2, 3, and 4 of the aforementioned regulations. If student enrollment does not meet the minimum requirement for a course, the university may terminate the appointment before the end of the appointment period by written notice. | The termination of adjunct faculty appointments and the corresponding procedures shall be as follows. |
| 7. Adjunct faculty members who qualify under the Labor Insurance Act, Employment Insurance Act, or National Health Insurance Act shall be insured for labor insurance, employment insurance, and national health insurance during the effective period of the contract.  Adjunct faculty members who qualify under the Labor Retirement Act shall have retirement contributions made monthly in accordance with the provisions of the Labor Retirement Act during the effective period of the contract.  Payment, deduction, and other related matters concerning labor retirement benefits, labor insurance, national health insurance, and income tax of adjunct faculty members shall be handled according to the university's administrative procedures. | The university shall ensure that adjunct faculty are covered by relevant insurance and that retirement contributions are made monthly for adjunct faculty who do not qualify for their main job. |
| 8. Matters not covered in this contract shall be handled in accordance with the "Regulations on Appointment of Adjunct Faculty Members at Colleges and Universities with Associate Degree or Higher" issued by the Ministry of Education and relevant university regulations. | Matters not covered in this contract shall be governed by other relevant regulations. |
| 9. This contract is approved by the university's Academic Affairs Council and shall be enforced upon approval by the President. Amendments shall follow the same procedure. | The procedure for drafting and amending the contract shall be as follows. |

National Changhua University of Education Adjunct Faculty Contract

**Article 1: Term of Appointment**

* This contract is effective from [date] of the Republic of China (ROC) to [date] of the ROC. If renewed, a new appointment letter shall be issued.

**Article 2: Calculation of Teaching Hours**

* The calculation of teaching hours for adjunct faculty shall follow the university's regulations on teacher workload and overtime pay.

**Article 3: Compensation**

* Adjunct faculty shall be compensated on an hourly basis. The payment method and standards shall comply with relevant regulations.

**Article 4: Leave**

* Adjunct faculty may take leave from the university due to personal reasons. The calculation of leave days shall follow the regulations stipulated in Article 3 of the Teacher Leave Rules. Rescheduling, makeup, and substitute teaching for missed classes shall comply with university regulations.

**Article 5: Gender Equality**

* Adjunct faculty must comply with the Gender Equality in Education Act and other relevant gender equality regulations. They must maintain professional ethics in their relationships with students. When using educational materials or engaging in educational activities, adjunct faculty should possess gender equality awareness, eliminate gender stereotypes, avoid gender bias and discrimination, and encourage students to explore non-traditional gender areas.

**Article 6: Termination of Appointment**

* If an adjunct faculty member meets any of the conditions specified in Article 5, Paragraph 1 of the "Regulations on the Appointment of Adjunct Faculty Members at Colleges and Universities with Associate Degree or Higher," the university shall terminate their appointment. The university will handle termination procedures in accordance with Article 5, Paragraphs 2, 3, and 4 of the aforementioned regulations.
* If student enrollment does not meet the minimum requirement for a course, resulting in no need for appointment, the university may terminate the appointment before the end of the contract period by providing written notice.

**Article 7: Insurance and Retirement**

* The university shall provide labor insurance, employment insurance, and national health insurance to adjunct faculty members who meet the requirements under the Labor Insurance Act, the Employment Insurance Act, or the National Health Insurance Act during the effective period of the contract.
* The university shall contribute retirement funds on a monthly basis in accordance with the provisions of the Labor Retirement Act to adjunct faculty who meet the qualifications under the Labor Retirement Act during the effective period of the contract.
* Payment, deduction, and other related matters concerning labor retirement benefits, labor insurance, national health insurance, and income tax of adjunct faculty members shall be handled according to the university's administrative procedures.

**Article 8: Other Matters**

* Matters not covered in this contract shall be handled in accordance with the "Regulations on the Appointment of Adjunct Faculty Members at Colleges and Universities with Associate Degree or Higher" issued by the Ministry of Education and relevant university regulations.

**Article 9: Contract Drafting and Amendment Procedure**

* This adjunct faculty contract shall be drafted and amended by the Academic Affairs Council of the university.
* The finalized contract shall be enforced upon approval by the President of the university.
* Amendments to this contract shall follow the same procedure of approval by the Academic Affairs Council and the President.

This contract is agreed upon by both parties and shall become effective upon signature.