

# **National Kaohsiung University of Science and Technology**

## **Contract for Non-tenure-track Faculty Member Appointed Using the University Endowment Fund**

Approved by the 1<sup>st</sup> University Endowment Fund Management Committee Meeting of 2018 Academic Year on September 26, 2018

Amended and Approved by the 1<sup>st</sup> University Endowment Fund Management Committee Meeting of 2020 Academic Year on December 7, 2020

Amended and approved by the 1<sup>st</sup> University Endowment Fund Management Committee Meeting of 2021 Academic Year on September 21, 2022

Amended and approved by the 4<sup>th</sup> University Endowment Fund Management Committee Meeting of 2024 Academic Year on March 21, 2024

Amended and approved by the 2<sup>nd</sup> University Endowment Fund Management Committee Meeting of 2024 Academic Year on October 17, 2024

National Kaohsiung University of Science and Technology (hereinafter referred to as “Party A”) and the contractor \_\_\_\_\_ (hereinafter referred to as “Party B”) both agree to enter into this contract under the terms and conditions set out below for their mutual observance:

### I. Term of Appointment:

Party A employs Part B as a non-tenure-track faculty member 【rank       】 of \_\_\_\_\_ (employing unit) from MM/DD/YYYY to MM/DD/YYYY.

### II. Salary:

- (I) The remuneration of Party B shall be based on the rank of appointment and shall start from the lowest rank of remuneration in line with full-time teachers within the establishment at the same rank. Except for years of service spent as a Non-tenure-track Faculty Member for Party A (including the former National Kaohsiung University of Applied Sciences, the former National Kaohsiung First University of Science and Technology, and the former National Kaohsiung Marine University), which can be taken into the calculation of remuneration in accordance with the regulations for full-time teachers within the establishment, relevant years of service shall not be taken into the calculation of remuneration for the time being.
- (II) For every year of service completed by Party B, Party A will raise the basic salary (seniority salary) of Party B by one rank up to the highest rank of the position Party B serves shall Party B pass the assessment.
- (III) Party B will receive the remuneration on the date specified in the general payment system of the University.

### III. Description of Job:

- (I) Party B shall perform teaching, service, counseling, and research works as required or other related works as assigned by the University. Party B shall also be subject to the supervision, assessment, evaluation, and appraisal of the employing unit.
- (II) Each academic unit may stipulate complementary measures in accordance with its individual needs and include them as an annex to the appointment contract. Matters not covered shall be handled in accordance with the related laws and regulations.

(III) Party A may adjust or alter the job content or location of Party B shall it be necessary for the performance of the job.

#### IV. Term of Employment:

(I)Employments are made on an annual basis, with a maximum cumulative planning period of up to three years. However, due to the nature of the teaching fields, the overall faculty resource planning needs, or the self-generated income regarding the Contracted Faculty, the College of General Education, its affiliated centers, the Center of Innovation and Entrepreneurship Education, and the Sports Department are exempt from this limitation with the approval of the president of the University.

(II)When the term of employment is due and the unit does not intend to renew the contract, the unit of Party A shall notify Party B one month prior to the expiration of the term.

#### V. Basic Teaching Hours:

(I)Basic Teaching Hours: 6 hours more than the basic teaching hours of full-time faculty. Overtime teaching hours (including part-time teaching hours outside the school) and teaching hour payments shall be handled in the same way as the full-time faculty in the organization.

(II) Should Party B fail to meet the requirement of basic teaching hours for two consecutive semesters or three cumulative semesters within his / her term of appointment, Party A will unconditionally terminate the contract or not reappoint Party B at the end of the semester.

#### VI. Leaves, benefits, bonuses, pensions, insurance, relief payments, and other entitlement are regulated as follows:

(I) Leaves: In accordance with the regulations for full-time teachers within the establishment.

(II) Benefits: In accordance with the regulations for staff appointed using the university endowment fund.

(III) Bonuses: Regulations for awarding year-end bonuses to foreign non-tenure-track faculty members will be the same as those for full-time teachers within the establishment. In regards to other bonuses, relevant regulations of this University will apply.

(IV) Pensions: Party A shall deposit a certain portion of the remuneration of Party B in his / her pension account in accordance with the maximum allowable pension fund deposit percentage listed in Article 7, Paragraph 2 and Article 14, Paragraph 2 of the Labor Pension Act. If Party B does not meet the descriptions specified in said articles, Party A shall contribute a certain portion of the remuneration of Party B to his / her separation fund in accordance with the Regulations for Separation Fund Payment for Government Organization or School Employees. The aforementioned amount voluntarily deposited or contributed by Party B in pension (separation fund) will be deducted by Party A from the remuneration of Party B.

(V) Insurance: Shall Party B qualify for insurance under the Labor Insurance Act and National Health Insurance Act, Party A shall enroll Party B in the insurance program upon arrival at the post of Party B and withdraw Party B from the insurance program upon the termination of the term of resignation.

(VI) Relief Payments: For Party B who is not reappointed at the end of his / her appointment term, relief payment will be awarded unless Party B resigns voluntarily or if Party A appoints Party B as a full-time teacher within the establishment. Party A shall award Party B relief payment based on his / her uninterrupted years of service. Half of Party B's average monthly salary is awarded for each full year of service. If Party B has not worked for a full year, his / her relief payment will be calculated proportionally. Party B's maximum relief payment is six months of his / her average salary.

(VII) Concurrent Part-time Teaching / Job: In accordance with the regulations for full-time

teachers within the establishment.

VII. If Party B undertakes commissioned / subsidized research projects, he / she shall have the contracts signed by Party A. If the contracts cannot be signed by Party A, he / she shall still obtain permission in accordance with the administrative procedures of Party A.

VIII. The appointment of Party B is not subject to such regulations for full-time teachers as position retention without pay (except for cases due to parental leave), leave of absence for research, study and research abroad, retirement pensions, living allowance, and child education subsidies. In accordance with Lao-dong-yi-zih No. 0970130317 of the Ministry of Labor on June 23, 2008, this appointment contract is not subject to the Labor Standards Act.

IX. Party B must comply with the Gender Equity Education Act; Gender Equality in Employment Act; Sexual Harassment Prevention Act; Regulations of Sexual Harassment Prevention; Regulations Governing Prevention of Gender-Related Incidents on Campuses; Amendments to the Regulations for Establishing Measures on Prevention of Sexual Harassment in the Workplace; the University's Campus Gender-related Incident Prevention Regulations, Procedures for Sexual Harassment Prevention, Complaint Filing, and Disciplinary Actions for Faculty and Staff; and Article 227 of the Criminal Code of the Republic of China. When teaching, holding activities, performing duties, and engaging interpersonal interactions both on and off campus, Party B shall respect gender differences and eliminate gender discrimination.

In interactions with minor students regarding sexual or gender-related topics, Party B may not develop sexual behavior or emotion-based relationships that violate professional ethics.

When teaching, supervising, training, evaluation, managing, and counseling students or when providing work opportunities to students in situations involving unequal power dynamics (e.g., differences in status, knowledge, age, physical strength, identity, ethnicity, and resources), Party B may not develop sexual behavior or emotion-based relationships with adult students that violate professional ethics.

If Party B identifies a risk of violating the professional ethics outlined in the preceding two paragraphs in their relationship with a student, they shall proactively avoid such situations and report the matter to the University or relevant competent authorities for resolution.

Party B shall respect others and their own sexual and physical autonomy and may not engage in the following behavior:

- (1) Unwelcomed romantic pursuits.
- (2) Resolving sex or gender-related conflicts through coercion or threats.
- (3) Any other inappropriate sex or gender-related actions.

IX – 1. Party B shall demonstrate the virtues of being ready to help others and respecting others when conducting teaching activities, fulfilling their duties, and engaging in interpersonal interactions on and off campus. Classmates, teachers, students' parents, classes, and schools shall work together to prevent school bullying.

Party B shall, through their daily teaching, encourage and teach students how to communicate rationally, actively help others, and manage interpersonal relationships to cultivate students' sense of responsibility, self-esteem, and respect for one another. Party B shall help students learn to build their self-image, be true to themselves, and think positively.

Party B shall actively provide assistance and counseling to students who have been bullied, who have bullied others, or who have the tendency to bully others. Party B shall care for, and have an in-depth understanding of, said students' learning situations, interpersonal relationships, and family lives.

Party B shall, through positive counseling and discipline, inspire students to develop a sense of justice,

honor, helpfulness, sense of caring, acts of caring, and empathy to eliminate the occurrence of school bullying. Party B shall take the initiative to care for, observe, and assess the interpersonal interactions among students and provide guidance accordingly. When necessary, Party B shall notify the University's bullying prevention response team about cases of bullying. Also, Party B shall promote school bullying prevention awareness to avoid such behavior from inducing bullying incidents or negatively affecting the University's bullying prevention operations.

#### X. Advance Notice of Resignation:

During the valid period of the contract, Party B shall not resign without any legitimate reasons and shall submit a resignation letter in written form one month prior to the effective date of resignation. After approval, Party B shall complete the exit formalities in accordance with the regulations of Party A before officially resigning from the post. Should Party B leave the post in violation of the contract, he / she shall pay Party A an amount equal to two months of his / her remuneration as a form of punitive damage. Failure to pay in accordance with the contract shall be recorded on the proof of resignation, and the punitive damage will be recovered in accordance with the laws.

#### XI. Termination of Contract

- (I) This contract may be terminated at any time by the mutual consent of both parties.
- (II) If Party B is involved with the circumstances described in Article 6, Paragraph 1, Subparagraphs 1-6 of the Principles for Appointing Foreign Non-tenure-track Faculty Member in Colleges or Above (hereafter referred to as "the Principles"), his / her contract will be terminated and no reviews from teacher evaluation committees at all levels will be required.
- (III) If Party B is involved with the circumstances described in Article 6, Paragraph 1, Subparagraphs 7-13 of the Principles, his / her contract will be terminated upon the reviews and approvals of teacher evaluation committees at all levels. The number of members to attend the teacher evaluation committee meetings and pass a resolution is governed by Article 6, Paragraph 3 of the Principles.
- (IV) Should Party B be involved in circumstances described in Article 7 of the Principles during the term of his / her contract, there will be a suspension of the execution of the contract.
- (V) The suspension of the execution of Party B's contract shall be handled in accordance with Article 8 of the Principles. Except for when the regulation specified in Article 8, Paragraph 1 applies, relevant matters shall be reviewed and approved by the teacher evaluation committees on campus as well as at all levels. The suspension period of Party B's contract shall not be beyond the valid period of the contract.
- (VI) Concerning the salaries to be paid to non-tenure-track faculty members when their contracts are being suspended, the matter will be handled in accordance with Article 9 of the Principles.
- (VII) Should both parties agree that the contract will automatically terminate upon the completion of the expiry of the contract, Party B shall have no claims against Party A.
- (VIII) Upon the termination of the contract, Party B shall complete the exit formalities in accordance with the regulations of Party A and transfer duties and school property under his / her management. Should Party B fail to complete the procedure and transfer, Party A is entitled to suspend related benefits and take legal actions depending on the severity of the case.

XII. The rights and obligations of both parties shall be governed by the contract. Matters not covered by the contract shall be governed by the Directions for the Appointment of Foreign Non-tenure-track Faculty

Member Using the University Endowment Fund, the Implementation Regulations for the Employment of Non-tenure-track Faculty Member Using the University Endowment Fund, and the related laws and regulations.

XIII. Party B shall not reject a different contract should it be necessary as a result of the merger of academic units and the specification of the merger.

The terms and conditions of the contract are severable; if any one of them is held to be invalid or unenforceable by any court of competent jurisdiction, the other terms and conditions of the contract shall not be affected by such determination of invalidity or unenforceability.

XIV. Handling of Disputes over the Contract

The interpretation and enforcement of the contract shall be governed by the laws of the Republic of China. Should Party A and Party B have any disputes over the execution of the contract, they agree to designate the labor administration authority in their location of service as the mediator and designate Taiwan Kaohsiung District Court as the place for litigation.

XV. This contract is in triplicate. Party B will hold one copy, and the rest will be held by the appointing unit and the Personnel Office of Party A.

Contractor:

Party A: National Kaohsiung University of Science and Technology (Stamp)

Representative: (Signature & Stamp)

Address: No. 415, Jiangong Road, Sanmin District, Kaohsiung City

Party B: (Signature & Stamp)

Address:

National ID No. / Passport No.:

DD / MM / YYYY