

# 國立高雄科技大學進用外籍專案教師聘任要點

## National Kaohsiung University of Science and Technology

### Directions for the Appointment of Foreign Non-tenure-track Faculty Member

110 年 12 月 2 日本校 110 學年度第 2 次校務基金管理委員會審議通過

Reviewed and approved by the 2<sup>nd</sup> meeting of the University Endowment Fund Management Committee of academic year

2021 on December 2, 2021

- 一、國立高雄科技大學(以下簡稱本校)為延攬特殊優秀、深具教學及研究發展潛力之外籍專案教師，依國立大學校務基金進用教學人員研究人員及工作人員實施原則訂定本校進用外籍專案教師聘任要點(以下簡稱本要點)。

I. National Kaohsiung University of Science and Technology (hereinafter “the University”) stipulates the directions for the appointment of foreign non-tenure-track faculty member (hereinafter “the directions”) in accordance with Implementation Regulations for the Employment of Teaching Personnel, Research Personnel, and Staff Using National University Endowment Fund for the purpose of recruiting exceptional and outstanding foreign non-tenure-track faculty member with great teaching, research, and development potential.

- 二、本要點所稱外籍專案教師，係本校以國立大學校務基金管理及監督辦法第三條所定自籌收入聘任之全英語教學(含學術研究)，並具外國國籍之非編制內教學人員。

II. The foreign non-tenure-track faculty member referred to in the directions are teaching personnel who are not within the current establishment of the University, have foreign nationalities, provide all-English courses (including academic research), and are employed by the University with self-raised incomes as stipulated in Article 3 of the Regulations for the Management and Supervision of the National University Endowment Fund.

- 三、本校進用外籍專案教師，應本公平、公正、公開之原則辦理，並需符合下列要件：

III. The appointment of foreign non-tenure-track faculty member shall be conducted in accordance with the principles of fairness, impartiality, and openness, and the foreign non-tenure-track faculty member appointed shall comply with the following requirements:

- (一) 具有擬任工作所需之知能，並深具教學及研究發展潛力。

(I) Be equipped with the knowledge and skills required for the performance of the job as well as teaching, research, and development potential.

- (二) 不得有教師法第十四條第一項各款、第十五條第一項各款且於該議決一至四年期間、第十八條第一項情形且於該終局停聘六個月至三年期間之情事。

(II) Are not involved in circumstances set out in Article 14 (1), in Article 15 (1) of the Teachers' Act and therefore be subject to suspension of appointment for a period of one to four years, or in Article 18 (1) of the Teachers' Act and therefore be subject to the suspension of appointment

for a period of six months to three years.

四、各學術單位進用外籍專案教師應符合下列各款情形之一，並填具本校申請校務基金進用教學人員計畫書，依行政程序簽請校長核准後，始得辦理外籍專案教師遴聘事宜：

IV. Each academic unit shall meet one of the following criteria for the appointment of foreign non-tenure-track faculty member and shall fill out an application for the appointment of teaching personnel using the national university endowment fund, and submit the application to the administrative procedure to be approved by the President before the selection and appointment of foreign non-tenure-track faculty member:

(一) 單位有全英語授課需求至少六門課者。

(I) The academic unit requires at least six courses be taught all in English.

(二) 有支援全校性或跨領域全英語課程需求，經簽准者。

(II) The academic unit is approved to support whole-school or cross-disciplinary all-English courses.

前項擬聘之外籍專案教師，如能因應外籍學生國際化教學環境之需求，引進國外教學資源及合作者，得由各學術單位衡酌優先考量遴聘。

If the proposed foreign non-tenure-track faculty member are able to meet the needs of foreign students for the international teaching environment and bring in foreign teaching resources and collaborators, they may be selected at the discretion of each academic unit.

各級學術單位聘任外籍專案教師人數，以各學院現有編制內專任教師總數百分之十為原則，並不受本校教師員額管控要點規定之限制。

The number of foreign non-tenure-track faculty member appointed by academic units at all levels shall be 10% of the total number of full-time teachers within the current establishment of all colleges, without restriction by the regulations governing the control of teacher headcounts.

五、外籍專案教師遴聘之規定如下：

V. The selection and appointment of foreign non-tenure-track faculty member is regulated as follows:

(一) 聘任程序：比照本校專任教師聘任之規定辦理，並應符合外國專業人才延攬及僱用法規定，由用人單位依各級學校申請外國教師聘僱許可及管理辦法辦理聘僱許可。

(I) Procedure of appointment: The procedure shall be conducted based on the Guidelines for the Employment of Full-time Teachers of the University and comply with the Act for the Recruitment and Employment of Foreign Professionals. The work permits shall be applied by the appointment unit in accordance with the Regulations Governing Educational Institutions at All Levels Applying for Work Permits for Foreign Teachers and their Administration.

(二) 國外學歷查證：以境外學位或文憑送審教師資格者，其學位或文憑之入學資格、畢業學校、修習課程、修業期間及不予認定之情形，準用大學辦理國外學歷採認辦法、大陸地區學歷採認辦法、香港澳門學歷檢覈及採認辦法之規定。

(II) Verification of foreign credentials: For those who apply for the review of teaching qualification with foreign degrees or diplomas, the qualification of their degrees or diplomas, schools of graduation, programs of study, and periods of study and whether or not they are recognized shall be determined in accordance with Regulations Governing the Assessment and Recognition of Foreign Academic Records by Institutions of Higher Education, Regulations Governing the Assessment and Recognition of Academic Records for Mainland Area, and Regulations Governing the Examination and Recognition of Educational Records from Hong Kong and Macao.

(三) 聘期：二年一聘為原則；聘期合計上限為四年，四年期滿如因教學需要或特殊事由經專案簽准者，不在此限。

(III) Term of appointment: The term of appointment is two years in principle and four years the maximum. Upon the completion of the four-year term, those who are approved by the project for teaching needs or special reasons are no longer subject to the four-year term limitation.

(四) 晉薪：由各學院自行訂定考核標準，服務每滿一年者，由聘任單位考核通過晉本薪(年功薪)一級，敘至所聘職務等級最高年功薪為限，聘期期滿予以續聘；考核未通過者，經聘任單位限期改善而未改善者，終止契約關係或不予續聘。

(IV) Salary raise: Each college shall establish its own assessment standards. For every year of service, the appointment unit will raise the basic salary (seniority salary) of those who pass the assessment by one rank up to the highest rank of the positions they serve, and the appointment will be renewed at the end of the term. For those who do not pass the assessment and fail to make improvement within the required time period, the appointment unit will terminate the contract or not renew the contract.

各學院依前項第四款訂定之考核標準，應針對外籍專案教師每年應達之教學及研究績效等項目，訂定明確具體之考核標準，並經院務會議審議通過，陳請校長核定後施行。

The assessment standards established by each college in accordance with the Paragraph IV shall be specific in terms of the teaching and research performance that foreign non-tenure-track faculty member are required to fulfill. The assessment standards shall also be reviewed and passed during college affairs meetings and submitted to the President for approval before implementation.

六、本要點進用外籍專案教師參加編制內專任教師甄選時，應依新聘教師程序重新審查之。

VI. If foreign non-tenure-track faculty member appointed in accordance with the directions intend to apply for a full-time teaching position within the current establishment, their application shall be reexamined in accordance with the new teacher appointment procedure.

七、本要點進用外籍專案教師之基本授課時數比照編制內專任教師，並得依校內章則辦理授課時數抵減。

VII. The basic teaching hours of foreign non-tenure-track faculty member appointed in accordance with the directions shall be the same as those of full-time teaching within the establishment and may be deducted in accordance with the regulations of the University.

聘任期間連續二學期或累積三學期末達前項規定基本授課時數，該學期結束應即無條件終止契約或不予續聘。

For those who fail to meet the requirement of basic teaching hours for two consecutive semesters or three accumulative semesters within their terms of appointment, the appointment unit will unconditionally terminate the contract or not renew the contract at the end of the semester.

八、本要點進用外籍專案教師之權利義務事項，應納入與學校之契約(如附件)中明定。

VIII. The rights and obligations of foreign non-tenure-track faculty member appointed in accordance with the directions shall be specified in the contract with the University (see the appendix).

九、本要點實施前各單位依本校校務基金進用專案教學人員實施要點規定已聘任(含續聘)之外籍專案教師，聘期屆滿通過第五點第四款其所屬學院自行訂定之考核標準，始得改依本要點規定辦理續聘。

IX. For foreign non-tenure-track faculty member who have been appointed (including re-appointed) in accordance with the Implementation Regulations for the Employment of Non-tenure-track Faculty Member Using National University Endowment Fund prior to the implementation of the directions, the appointment unit may renew the contract with them only if they pass the assessment standards established by the appointment unit itself as mentioned in V (IV) at the end of their term of employment.

十、本要點未盡事宜，悉依本校校務基金進用專案教學人員實施要點規定辦理之。

X. Matters not covered by the directions shall be handled in accordance with the Implementation Regulations for the Employment of Non-tenure-track Faculty Member Using National University Endowment Fund.

十一、本要點經行政會議、校務基金管理委員會通過，陳請校長核定後實施；修正時亦同。

XI. The directions have been approved by administrative meetings and the University Endowment Fund Management Committee and ratified by the President prior to the implementation. The same shall apply to all amendments to the directions.

## 國立高雄科技大學進用外籍專案教師聘任契約書

## National Kaohsiung University of Science and Technology Contract for the Appointment of Foreign Non-tenure-track Faculty Member

110年12月2日本校110學年度第2次校務基金管理委員會通過

Approved by the 2<sup>nd</sup> meeting of the University Endowment Fund Management Committee of academic year 2021 on December 2, 2021

國立高雄科技大學（以下簡稱甲方）

立契約人

雙方同意訂立契約條款如下，俾共同遵守：

\_\_\_\_\_（以下簡稱乙方）

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

一、聘任期間：

I. Term of appointment:

甲方自 年 月 日起，至 年 月 日止，聘任乙方為 \_\_\_\_\_  
 \_\_\_\_（用人單位）【 級】外籍專案教師。

Party A employs Part B as a foreign project teacher 【rank \_\_\_\_\_】 of \_\_\_\_\_  
 \_\_\_\_ (employing unit) from MM/DD/YYYY to MM/DD/YYYY.

二、報酬標準：

II. Standard of Remuneration:

(一) 乙方報酬依聘任職級，比照同職級編制內專任教師職務等級，自最低薪級起薪；除曾任甲方(含前國立高雄應用科技大學、前國立高雄第一科技大學及前國立高雄海洋大學)專案教師之年資得比照編制內專任教師規定辦理採計提敘外，暫不辦理採計提敘相關工作年資。

(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 project teacher 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.

(二)服務每滿一年，由甲方通過考核晉本薪(年功薪)一級，敘至所聘職務等級最高年功薪為限。

(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.

(三)乙方支薪日期依甲方之一般薪資給付制度辦理。

(III) Party B will receive the remuneration on the date specified in the general payment system of the University.

三、工作內容：

### III. Description of Job:

(一)乙方須從事規定之教學、服務、輔導及研究工作，或經本校指派參與相關工作，並接受聘任單位督導、考核、評量與評鑑。

(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.

(二)各學術單位得另訂配合系所事務需要之配套措施，並納為聘約附件；其他未規定者，應依相關法令規定辦理。

(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.

(三)甲方得視業務需要調整或變更乙方之職務內容或工作地點。

(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.

四、續聘：

### V. Renewal of Contract:

(一)乙方聘任期間服務成果，由甲方辦理考核通過後續聘。

(I) Party A will renew the contact shall Party B pass the assessment of service outcome during the term of appointment.

(二)聘期屆滿用人單位不予續聘者，甲方之用人單位應於聘期屆滿一個月前通知乙方。

(II) The appointment unit of Party A shall notify Party B one month prior to the completion of the term of appointment shall the appointment unit decide not to renew the contract.

#### 五、基本授課時數：

#### V. Basic Teaching Hours:

比照編制內專任教師基本授課時數，其超授鐘點（包括校外兼課鐘點在內）、授課鐘點支給及授課時數抵減依校內相關章則規定辦理。

Same as the basic teaching hours of full-time teachers within the establishment, the overtime hours (including teaching hours of off-campus part-time jobs), payment for teaching hours, and the deduction of teaching hours shall be handled in accordance with the related rules and regulations of the University.

#### 六、差假、福利、保險及其他權益事項等規定如下：

#### VI. Leaves, benefits, insurance, and other entitlement are regulated as follows:

(一)差假：比照編制內專任教師之規定。

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

(二)福利：比照校務基金工作人員規定。

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

(三)退休金：甲方依勞工退休金條例為乙方提繳勞工退休金或比照各機關學校聘僱人員離職儲金給與辦法提撥離職儲金。上述乙方自願提繳勞工退休金（離職儲金）之費用，由甲方於發放乙方薪資中代為扣繳。

(III) Pensions: Party A shall deposit a certain portion of the remuneration of Party B in his / her pension account in accordance with the Labor Pension Act or 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.

(四)保險：乙方若符合「勞工保險條例」及「全民健康保險法」之被保險人資格者，應於到職時，由甲方辦理加保手續；契約屆滿或中途離職，應辦理退保。

(IV) 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 the arrival at the post of Party B and withdraw Party B from the insurance program upon

the termination of term of resignation.

(五)校外兼職、兼課：比照編制內專任教師之規定。

(V) Concurrent part-time teaching / job: In accordance with the regulations for full-time teachers within the establishment.

七、乙方如有接受委託研究計畫或補助計畫，應由甲方具名簽訂合約，如無法由甲方具名簽訂合約，仍應依甲方行政作業程序取得許可。

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.

八、乙方在本契約期間不適用甲方有關專任教師留職停薪(育嬰留職停薪除外)、休假研究、出國講學研究進修、退休撫卹、生活津貼、子女教育補助等規定，且依勞動部 97 年 6 月 23 日勞動 1 字第 0970130317 號函示，本契約關係不適用勞動基準法。

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.

九、乙方須遵守性別平等教育法、性別工作平等法、性騷擾防治法、校園性侵害性騷擾或性霸凌防治準則、本校校園性侵害性騷擾或性霸凌防治辦法及本校教職員工性騷擾防治措施申訴及懲戒辦法等相關規定。

IX. Party B shall comply with the Gender Equality Education Act, Act of Gender Equality in Employment, Sexual Harassment Prevention Act, Regulations on the Prevention and Handling of Sexual Assault, and Sexual Harassment, or Sexual Bullying on Campus, as well as the Guidelines for the Prevention of Sexual Assault, Sexual Harassment, or Sexual Bullying on Campus and the Guidelines for the Prevention of Sexual Harassment and Disciplinary Measures for Teaching Personnel of the University.

乙方於執行教學、指導、訓練、評鑑、管理、輔導或提供學生工作機會時，在與性或性別有關之人際互動上，不得發展有違專業倫理之關係。

Party B shall not engage in sex- or gender-related interpersonal interactions that violate professional ethics when teaching, mentoring, training, evaluating, managing, counseling students or providing students with work opportunities.

乙方發現其與學生之關係有違反前項專業倫理之虞，應主動迴避或陳報學校處理。

Shall Party B identify that his / her relationship with students may violate professional



ethics, he / she shall avoid such an interaction or report to the University for handling.

乙方應尊重他人與自己之性或身體之自主，避免不受歡迎之追求行為，並不得以強制或暴力手段處理與性或性別有關之衝突。

Party B shall respect the sexual or physical autonomy of others and his/herself. Party B shall avoid inappropriate romantic pursuits and shall not resort to compulsory or violent means when handling sex- or gender-related conflicts.

十、離職預告：

#### X. Advance Notice of Resignation:

乙方在契約有效期間，非因正當理由不得中途辭職，並應於辭職生效日一個月前以書面提出，經核准後應依甲方規定辦妥離職手續後始可離校。違約離職者，應賠償甲方二個月薪給總額懲罰性違約金。未依約繳納者，應於離職證明註記之，並依法追討。

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 formality 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 of the contract shall be recorded on the separation letter, and the punitive damage will be recovered in accordance with the laws.

十一、契約終止：

#### XI. Termination of Contract

(一)本契約得隨時因雙方合意而終止。

(I) The contract may be terminated at any time by the mutual consent of both parties.

(二)乙方如有教師法第十四條第一項各款、第十五條第一項各款、第十六條第一項各款及教育人員任用條例第三十一條各款規定情事、教學不力、違反本契約條款、職務上有重大過失、重大違反甲方政策及規章或行為違反相關法規經甲方或有關機關查證屬實之情事，經各級教評會審議通過後終止契約。

(II) In the event that Party B is found to have violated Article 14 (1), Article 15 (1), or Article 16 (1) of the Teachers' Act; violated Article 31 (1) of Act Governing the Appointment of Educators, or have failed to teach effectively, violated the terms of the contract, made major faults in duties, committed a major violation of the policies and regulations of Party A, or acted in violation of related laws and regulations and is found by Party A or a competent authorities, the contract shall be terminated upon receiving the approval of teacher evaluation committees at all levels.

(三) 乙方如有教師法第二十一條各款情形之一者，當然暫時予以停止契約執行。

(III) Shall Party B be involved in circumstances set out in Article 21 of the Teachers' Act, there will be a suspension of the execution of the contract.

(四) 乙方如有教師法第二十二條規定情事，悉依教師法及本校教師評審委員會設置辦法等相關規定辦理暫時予以停止契約執行；其停止契約執行之期間不得超過契約有效期間。

(IV) Shall Party B be involved in circumstances set out in Article 22 of the Teachers' Act, there will be a suspension of the execution of the contract in accordance with the Teachers' Act and the Regulations for the Establishment of Teacher Evaluation Committees of the University. The period of suspension shall not exceed the period of validity of the contract.

(五) 甲乙雙方同意於契約屆滿時，本契約自動終止，乙方不得對甲方為任何之請求。

(V) Shall 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.

(六) 乙方未通過甲方年度考核，終止契約關係或不予續聘。

(VI) Should Party B fail the annual assessment, Party A will terminate the contract or not renew the contract.

(七) 聘任期間連續二學期或累積三學期未達規定基本授課時數，該學期結束應即無條件終止契約或不予續聘。

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

(八) 乙方與甲方契約終止時，乙方應依甲方規定辦理離職手續，並辦理業務及經管財物移交，未於離校前辦理移交完成者，甲方得凍結相關福利並視情節輕重依法究辦。

(VIII) Upon the termination of the contract, Party B shall complete the exit formality 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.

十二、甲、乙雙方權利義務關係悉依本契約規定辦理，本契約未規定事項，依本校進用外籍專案教師聘任制度實施方案、本校校務基金進用專案教學人員實施要點及國立大學校務基金進用教學人員研究人員及工作人員實施原則及相關法令規定辦理。

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 and the Implementation Regulations for the Employment of Non-tenure-track Faculty Member Using National University Endowment Fund of the University as well as the Implementation Regulations for the Employment of Teaching Personnel, Research Personnel.

十三、本契約書如因學術單位整併並依其計畫書規範而有另訂必要時，乙方不得拒絕。

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.

本契約之各項條款可予分割，且其中任一條款如經任何具管轄權之法院認為無效或無強制力時，本契約之其他條款不受該無效或無強制力條款之影響。

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.

十四、契約爭議之處理：

XIV. Handling of Disputes over the Contract

本契約之解釋與執行應以中華民國法律為準據法。甲、乙雙方對於本契約之履行發生爭議時，同意以服務所在地之勞工行政主管機關為協調調解單位，並以臺灣高雄地方法院為訴訟管轄之所在。

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.

十五、本契約書一式三份，乙方執一份，餘由甲方分別轉存用人單位及人事室。

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.

立契約書人：

Contractor:

甲 方：國立高雄科技大學（蓋章）

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

代表人：

(簽名蓋章)

Representative:

(Signature & Stamp)

地 址：高雄市三民區建工路 415 號

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

City

乙 方：

(簽名蓋章)

Party B:

(Signature & Stamp)

地 址：

Address:

身分證統一編號：

(無中華民國身分證者請填護照號碼)

National ID No. / Passport No.:

中 華 民 國 年 月 日

DD / MM / YYYY