

中華民國臺北市立北安國民中學
外籍英語教學助理聘僱契約書

The Employment Contract
Between the Foreign English
Teaching Assistant and
Taipei Municipal Bei An Junior High School,
Taipei City, Republic of China

外籍英語教學助理聘僱契約
Employment Contract for Foreign English
Teaching Assistant

立本聘僱契約人：

臺北市立北安國民中學（以下簡稱「甲方」），設址於中華民國臺北市中山區明水路325號與_____先生／女士，為_____公民，居住於_____（以下簡稱「乙方」）。茲於西元_____年_____月_____日簽訂本契約。

This Employment Contract is entered into on _____, _____ by and between the Taipei Municipal Bei An Junior High School of the Republic of China (the "R.O.C.") located at No. 325, Mingshui Rd., Zhongshan Dist., Taipei City (hereinafter referred to as "Party A"), and Mr./Ms. _____, a citizen of _____, and residing at _____ (hereinafter referred to as "Party B").

雙方為確立聘僱條件，同意遵守下列條款：

In consideration of the terms and conditions of employment, the parties hereto hereby covenant and agree each with the other as follows:

第一條：聘僱

Article 1 Employment

1.1 甲方同意依本契約規定聘僱乙方為甲方從事英語教學、研究、諮詢及參與相關活動等工作。

Party A agrees to hire Party B to engage in the teaching, research, and consultation of English and related activities in accordance with the provisions set forth hereunder.

1.2 乙方同意受甲方聘僱，按甲方之合理指示提供相關之服務並承擔其責任。

Party B hereby agrees to accept the employment offered by Party A, provide services as reasonably requested by Party A, and take the related responsibilities.

第二條：試用期間與聘僱期間

Article 2 Term of Probation and Term of Employment

2.1 乙方之試用期間為受甲方聘僱起始起薪日起至屆滿 3 個月為止。在試用期間內，倘甲方認定乙方無法勝任甲方指定之工作，甲方得隨時終止本契約。如乙方為再聘時，則不受本條款之限制（本契約所稱再聘均指於原校再聘者，轉入他校者屬新聘）。

The Term of Probation shall be three (3) months commencing from the employment/payment starting date. During the Term of Probation, if Party A considers that Party B is incompetent to perform the tasks assigned by Party A, Party A may terminate forthwith the Contract at any time. This article shall not apply to the re-employment of Party B (“re-employment” hereunder means re-employment by the original school; transfer to another school is defined as “new employment”).

2.2 聘僱起始起薪日係指乙方已取得移民署核發之外僑永久居留證或依親居留證，並於入境後接受衛生福利部疾病管制署規定之檢疫措施後，於甲方辦理之教育訓練地點完成報到手續或於甲方指定地點完成報到手續當日起算，除甲方另有書面同意外，乙方之聘僱期間應為自西元____年__月__日（以下簡稱「受聘僱起始日」）起至西元____年__月__日為止（以下簡稱「受聘僱截止日」）。

Employment/Pay Start Date means the day after Party B has acquired the Alien Permanent Resident Certificate (APRC) or Dependent Alien Resident Certificate issued by the Immigration Agency; completed the entry quarantine procedures required by the Taiwan Centers for Disease Control (Taiwan CDC), Ministry of Health and Welfare (MOHW); and completed the check-in procedure at Party A’s education and training location or the destination designated by Party A. Unless Party A otherwise agrees in writing, Party B’s Term of Employment shall commence on _____ (hereinafter called the “Employment Start Date”) and end on _____ (hereinafter called the “Employment End Date”).

第三條：乙方責任與義務

Article 3 Party B’s Duties and Obligations

3.1 於契約存續期間，乙方應遵守中華民國政府法令以及甲方及甲方所屬之地方政府（下稱「地方政府」）所規定之事項。

During the term of the Contract, Party B shall abide by the law of the Republic of China (ROC) and the regulations of Party A and the government with jurisdiction over Party A (hereinafter called the “Local Government”).

3.2 乙方同意至甲方任教並依本契約附錄 A 所載之要求執行各項工作，含教學相關活動等工作。

Party B agrees to teach at Party A and implement all tasks as listed in Appendix A to this Contract, including teaching-related activities.

3.3 乙方正常工作時間為每週 5 天，每天工作時數為 8 小時(不含午休)，自上午 8 時 0 分至下午 5 時 0 分(甲乙雙方可協調彈性工作時間)，寒暑假期間配合學校辦公

時間亦可協調彈性調整。除甲方另有規定外，於工作時間內，乙方應留在甲方校園內。

Party B's regular working hours shall be 8 hours (excluding lunch break) a day, from 08:00 to 17:00, five days a week. Flextime shall apply upon the agreement of the parties hereto, including the summer and winter breaks with respect to the school's working hours. Unless Party A otherwise requires, Party B shall stay on Party A's campus during the working hours.

- 3.4 乙方擔任甲方班級授課節數為每週 20 節，一節為 45 分鐘。其授課節數包含會同本國教師進行之班級協同教學，及為本國教師研習進修活動所施予之教學等。此外，甲方並得視實際需要安排乙方進行必要之教學行政工作。

Party B shall teach 20 class periods each week for Party A. Each period lasts 45 minutes. These periods shall include the team teaching classes in collaboration with domestic teachers and teaching professional activities for domestic teachers. In addition, Party A may arrange teaching and administrative work for Party B as necessary.

- 3.5 乙方同意在所定工作時間內全心全力提供服務，且必要時，同意視甲方之需要延長工作時間或在假日工作。其延長工作時間或在假日工作之權利義務比照甲方對本國教師之相關規定辦理。

Party B agrees to provide services at his/her best during the designated working hours and work extra hours or on holidays at Party A's request where necessary. The rights and obligations for working extra hours or on holidays applicable to Party A's domestic teachers shall also apply to Party B.

- 3.6 乙方同意甲方得視需要調整乙方之工作地點，並於事前告知乙方，但該項調整不得對乙方之獎助津貼及其他福利有不利之影響。

Party B agrees that Party A may adjust Party B's work locations as necessary with prior notification, provided that such adjustments shall cause no harm to Party B's subsidies and benefits.

- 3.7 乙方同意教育部、各地方政府及甲方得於乙方進行學校活動時進行錄影、攝影，並授權教育部、地方政府及甲方將拍攝之照片及影像用於非營利目的之公開活動或宣傳。

Party B agrees that the Ministry of Education, Local Governments, and Party A may film or photograph Party B's school teaching activities. Party B also consents the MOE, Local Governments, and Party A to use such videos or images in non-profit public or publicity activities.

- 3.8 乙方於接獲錄取通知後，即刻至當地國合格設立之醫療機構辦理體檢（體檢表格如附表B），並向原護照國法定授權機構申請全國性無犯罪記錄行為良好證明（倘有特殊情形者：已在他國任教無法取得原護照國無犯罪記錄證明者，則應提供現行工作國家所核發之全國性無犯罪證明。

After receiving the acceptance notice, Party B shall immediately take a physical examination (see Appendix B for the Physical Examination Form) at a local qualified medical institution, and apply for a nationwide criminal

record at an authorized legal entity the country which Party B's passport is issued. (In the event that it is not possible to acquire a criminal record issued by the passport-issuing country, such as already been teaching in another country, Party B shall provide a nationwide criminal record issued by the country where he/she is teaching).

若已在臺灣工作者，則可向各縣市警察局外事科，申請核發警察刑事紀錄證明書)，且自行負擔相關體檢、無犯罪證明及簽證之費用。

Party B currently working in Taiwan may apply for a copy of his/her criminal record at the foreign affairs division of the local police department. In addition, Party B shall pay for the expenses for the physical examination, criminal record, and visa.

乙方須保證本身身心健康且經相關健康檢查合格，且未經任何法院刑事判決認定有罪。若乙方經查獲提供不實申辦資料或證件，甲方得依第 12 條或第 13 條規定終止聘僱契約。

Party B shall guarantee his/her physical and mental health, pass the related health examinations, and provide a clean criminal record. If Party B is found providing false application data or documents, Party A may terminate the Contract with respect to Article 12 or 13.

若乙方護照國籍為勞動部 108 年 7 月 17 日勞動發管字第 10805088081 號令所公告之國家，乙方於聘僱開始前，須將前述健康檢查合格證明及行為良好證明文件經距乙方居住地最近之甲方駐外單位驗證後，並交予甲方。倘聘期生效前未補齊行為良好證明文件，則無異議放棄錄取資格。

If Party B's passport nationality is one of the nationalities promulgated by the Ministry of Labor (MOL) in Order No. 10805088081 issued on July 17, 2019, Party B shall have his/her health certificate and criminal record certified by a Party A's foreign office nearest his/her location before sending them to Party A. If Party B fails to provide a complete criminal record prior to employment initiation, Party B shall have no objection to abandon his/her position.

第四條：獎助津貼與福利

Article 4 Subsidies and Benefits

4.1 獎助津貼：乙方於本契約第 2 條規定之受聘僱起始日始得支給。甲方應依乙方之職務以及所提供勞務，每月支付獎助津貼新臺幣4萬5千元。

Subsidies: Party B shall be awarded as of the Employment Start Date as stated in Article 2. Party A shall award Party B for his/her duties and labor services. The subsidies should be NT\$45,000.

4.1.1 乙方修習TESOL或CELTA英語教師證照，每月補助5千元津貼。

Party B shall be awarded up to NT\$5,000 per month for taking TESOL or CELTA English teaching training courses.

4.2 考核獎懲：甲方應至少每 2 個月對乙方進行 1 次書面考核，並於每年聘僱期間屆滿前完成所有考核，並依其考核結果給予下列獎懲。

Evaluation, Reward, and Punishment: Party A shall make a written evaluation of Party B's performance at least once every two months and complete all evaluations prior to the expiration of Employment. With respect to the evaluation results, Party A shall reward or punish Party B as follows.

4.2.1 考核評等為甲等者，為80分以上，且事病假合計不超過14天並無曠職紀錄者，發予新臺幣20,000萬考核獎金。

A bonus equivalent to the salary of NT\$20,000 will be given for grade A (above 80 points) in the evaluation and a total length of both personal and sick leave under 14 days and without unauthorized/unexcused absences.

4.2.2 考核評等為乙等者，為70分以上，未滿80分或事病假合計超過14天但不超過28天且無曠職紀錄。

Grade B : 70 points and above but below 80 points in the evaluation and a total length of both personal and sick leave over 14 days but under 28 days and without unauthorized/unexcused absences.

4.2.3 考核評等為丙等者，為未滿70分或事病假合計超過28天或有曠職紀錄者，甲方並得與乙方終止本契約。

Grade C : below 70 points in the evaluation and a total length of both personal and sick leave over 28 days or with unauthorized/unexcused absences. Party A may also terminate the Contract.

4.3 交通津貼: 甲方每學年最高補助乙方3千元交通津貼往返學校與住宿地並核實支付。
Reimbursement for transportation: Party A shall subsidize Party B up to NT\$3,000 on transportation between the school and his/her house on actual amount spent.

4.4 住宿津貼: 甲方應補助乙方每學年4萬元住宿津貼。

Housing Allowance: Party A shall grant Party B a housing allowance at NT\$40,000 each school year.

4.5 保險: 甲方每月應補助乙方4千5百元投保全民健康保險及勞工保險或意外險。

Insurance: Party A shall insure Party B to insure the National Health Insurance (NHI) and Labor Insurance (LI) or casualty insurance; Party A shall reimbursement NT\$ 4,500 a month to share the insurance cost for Party B.

4.6 津貼給付: 乙方當月之獎助津貼及住宿津貼給付日期為次月【5】日(以下稱「支給日」), 前揭獎助津貼及住宿津貼將於支給日轉帳至乙方在臺灣之金融機構帳號。甲方應於支給日前將付款明細交予乙方, 乙方應於支給日前1天確認付款明細。請假扣減部分, 於下月獎助津貼扣除。

Payment of Subsidies: Party B's subsidies and housing allowance of the month shall be paid on the fifth (5) day of the next month (hereinafter called the "Payment Date"). The said subsidies and housing allowance shall be transferred to Party B's bank account in Taiwan. Party A shall deliver to Party B the statement of payments prior to the Payment Date, and Party B shall confirm the statement of payments one day before the Payment Date. The deduction for leave will be deducted from the subsidies in the next month.

4.7 退休金：若乙方為勞工退休金條例第 7 條規定之適用對象，則甲方需依勞工退休金條例之規定按月提繳退休金。

Pension: If Party B is qualified for the labor pension as stated in Article 7 of the Labor Pension Act, Party A shall contribute to the labor pension of Party B in a monthly basis according to the Labor Pension Act.

若乙方為外國專業人才延攬及僱用法第 11 條規定之適用對象，受聘僱從事專業工作且取得永久居留之外國專業人才，自 107 年 2 月 8 日起適用勞工退休金條例之退休金制度（勞退新制），則甲方應依法按月為是類人員提繳不低於其每月工資 6% 之退休金，儲存於勞保局設立之勞工退休金個人專戶。

If Party B is a foreign professional hired to engage in professional work and approved for permanent residence according to Article 11 of the “Act for the Recruitment and Employment of Foreign Professionals” and eligible for the “Labor Pension Act” (LPA scheme, or New Labor Pension Scheme) as of February 8, 2018, Party A shall contribute no less than 6% of Party B’s monthly salary to his/her personal pension account at the Bureau for Labor Insurance on a monthly basis.

第五條：休假與請假

Article 5 Time off and Application for Leave

5.1 乙方除享有國定假日與例假日外，每年享有 10 天給薪年假。續留 1 年以上未滿 2 年者，每年核給 11 日；2 年以上未滿 3 年者，每年核給 12 日；3 年以上未滿 5 年者，每年核給 14 日；5 年以上未滿 10 年者，每年核給 15 日；10 年以上者，每 1 年加給 1 日，至多核給 30 日止。

In additional to the time off on public holidays and regular holidays, Party B is entitled to a 10-day paid annual leave each year. Party B will be granted a 11-day paid annual leave each year after working for more than one year but less than two years; a 12-day paid annual leave each year after working for more than two years but less than three years; a 14-day paid annual leave each year after working for more than three years but less than five years; a 15-day paid annual leave each year after working for more than five years but less than ten years; and one more day of paid annual leave for each one more year of service since the tenth year to a maximum of thirty days.

若聘僱期間未滿 11 個月，則年假依乙方實際受聘僱月份佔 11 個月之比例計算。The length of the paid annual leave for a service less than eleven month shall be calculated at the actual number of months of service among eleven months.

年假以寒暑假實施為原則，若乙方因特殊原因須於非寒暑假（學期中）期間請年假，則需提報甲方之教育行政主管機關同意。

Party B should take the paid annual leave during summer or winter breaks, in principle. Party B taking the annual leave in other periods (during a term) of the year shall apply for permission to the education authority of Party A.

甲方得要求乙方於寒暑假期間，每週至少進行相當於 15 節課之教學或教學計畫撰寫、學生英語社團活動、教師研習活動等。

During summer and winter breaks, Party A may request Party B to engage in activities, such as teaching, writing lesson plans, student English clubs, and teacher training, equivalent to a minimum of 15 periods each week.

- 5.2 乙方每年請事假超過 7 天者按日扣薪；每年請事病假合計超過 14 天者按日扣薪。乙方請任何事病假或年假時，若有課務，應與本國教師協調調課，或另覓時間補上，或支付代課鐘點費予甲方，代課鐘點費之數額為每節新臺幣450元整。

Party B is entitled to seven days of personal leave or fourteen days of personal and sick leave combined. Party B's salary will be deducted by day for personal or sick leave in excess of such lengths. When taking personal/sick leave or annual leave during a school term, Party B shall switch classes with domestic teachers or reschedule the cancelled classes or pay the substitute teaching fee to Party A. The amount of substitute teaching fees shall be NT\$450 for each period.

乙方所得年假天數及事病假天數依照甲乙方簽約之聘期長度比例計算。

The length of annual leave and personal/sick leave entitled to Party B shall be in proportion to the term of Employment.

- 5.3 乙方有關婚假、產前假、陪產假、娩假、流產假、喪假、公假、生理假、家庭照顧假等事宜，依行政院與所屬中央及地方各機關聘僱人員給假辦法辦理。

Party B shall apply for marriage leave, pre-maternity leave, paternity leave, maternity leave, miscarriage leave, compassionate leave, leave for official affairs, menstrual leave, and family care leave with respect to the leave application regulations of the Regulations on Special Leave for Employees of the Executive Yuan and Subordinated Agencies.

- 5.4 若甲方要求乙方於寒暑假期間回校協助教學行政工作，乙方不得拒絕。

Party B shall not reject Party A's request for assistance in teaching and administrative work at school during summer and winter breaks.

- 5.5 前述規定給假應由甲方准駁之。乙方請假時，須依甲方之請假手續於事前辦理。乙方其他特別狀況之請假，亦由甲方依個案准駁之。

The above types of leave shall be approved or disapproved by Party A. Party B shall apply for a leave in advance according to Party A's related leave application procedures. Party B's application for special leave shall also be approved or disapproved by Party A individually.

第六條：納稅義務

Article 6 Tax Payment

- 6.1 就乙方基於本契約所取得之薪資，如依法應課徵所得稅，乙方應自行負責申報並繳納所得稅，其薪資收入，由甲方依中華民國相關法令規定，代為扣繳所得稅。

Party B shall pay tax, if required, for the income earned hereunder. Party B shall report and pay tax on his/her own. Party A shall withhold the income tax from the salary payable to Party B according to the related laws and

regulations of the Republic of China.

6.2 於同一課稅年度在台停留時間累積未超過 183 天者，以 18%扣繳。「課稅年度」之定義為自 1 月 1 日起至同年 12 月 31 日止。

Party B will be taxed at a rate of 18% for a cumulative stay in Taiwan of less than 183 days in the same tax year. A “tax year” commences on January 1 and ends on December 31 each year.

第七條：兼職

Article 7 Sideline

除報經甲方以及甲方之所屬主管教育行政機關同意，乙方不得以有償或無償方式為任何兼職。如有違反，視為違約，依 12.2 條文之約定處理。

Except with the permission of Party A and the education authorities with jurisdiction over Party A, under no circumstances shall Party B engage in any sidelines, either paid or unpaid. Unpermitted engagement in sidelines will be deemed as a breach of the Contract and punished according to 12.2.

第八條：智慧財產權

Article 8 Intellectual Property Rights

乙方同意，其於聘僱期間於職務範圍內所完成之創作以及其他著作，其智慧財產權歸屬甲方所有，甲方不需支付額外費用予乙方。該創作或著作完成時，乙方應立即通知甲方，辦理一切必要且適當之手續，俾使甲方取得完整、專屬且合法之權利。

Party B hereby agrees to award to Party A free of charge the intellectual property rights of creation and other works accomplished within his/her duties during Employment. After completing such creation or works, Party B shall immediately notify Party A to implement all necessary and appropriate procedures to acquire full, exclusive, and legal rights.

第九條：保密義務

Article 9 Non-Disclosure

乙方因工作或職務所知悉或持有甲方之秘密，乙方皆應負保密義務，未經甲方事前書面同意，不得揭露予任何第三人，或為其本身或他人之利益而使用。

Party B shall keep confidential Party A's secrets acknowledged or held from carrying out work or duties and shall not disclose to any third party to use for own or other's interests without Party A's prior written approval.

第十條：返還甲方之財產

Article 10 Return of Party A's Property

乙方於本契約終止時，應立即將其於聘僱期間所製作或編纂或被交付或持有之一切文件及甲方財產交付或返還予甲方。乙方同意前述所有文件之權利均歸屬於甲方所有。

Upon Contract termination, Party B shall deliver or return forthwith to Party A all documents produced or compiled or delivered or held during Employment and Party A's property. Party B agrees to award all rights of the said documents to Party A.

每學年僅提供新聘乙方新臺幣 9 千元購置合理且必需之住宿所需基本生活用品，需為非消耗品，列為甲方財產，由甲方協助購買為原則並核實報支。本契約終止時，應立即將其於聘僱期間所被交付或持有之一切甲方財產交付或返還予甲方。

Upon new Employment, Party B shall be given an allowance of NT\$9,000 to purchase non-consumables reasonable required for maintain a basic level of living. These non-consumables shall be listed as Party A's property purchased in the assistance of Party A and based on actual amount spent. Upon Contract termination, Party B shall deliver or return forthwith to Party A all Party A's property delivered

to or held by him/her during Employment.

第十一條：不可抗力及其他免責條款

Article 11 Force Majeure and Disclaimers

11.1 本契約所稱不可抗力事由，係指該事由之發生須非可歸責於雙方，亦非雙方得合理控制，或不可預見且縱加相當注意亦無法防止、避免或排除，且足以影響本契約一部或全部之履行者。

“Force Majeure Events” hereunder means events occurred for reasons not attributed to or beyond the reasonable control of or unforeseeable and inexorable, unavoidable or unchangeable by either party hereto and that may affect the performance of part or all of the Contract.

11.2 主張不可抗力事由之一方，應本於誠信原則，採行必要措施以降低不可抗力所造成之不利影響，以促使本契約能順利執行。

The party claiming a force majeure event shall, upon the principle of good faith, take necessary actions to lower the unfavorable effect so caused by the force majeure event to facilitate the smooth implementation of the Contract.

11.3 因不可抗力事由致一方無法或遲延履行其於本契約之義務，其屬未能按時履約者，得於不可抗力事由消滅後繼續履行其義務，毋須負遲延責任；其屬無法再行履約者，得免除履約責任。

A party prevented or delayed from timely performing the contractual obligations by a force majeure event but continuing performance after the extinguishment of the majeure event will be exempted from the liability for late performance or the liability for performance when continuation of performance is impossible.

11.4 不可抗力發生或結束後，其屬可繼續履約之情形者，雙方應繼續履約。

If performance is possible after the occurrence or end of a force majeure event, the parties hereto shall continue performance.

第十二條：違約

Article 12 Breach

12.1 乙方有下列情形之一者，視為違約，甲方得立即終止本契約：

Any of the following circumstances shall constitute a breach of the Contract by Party B, and Party A may terminate forthwith the Contract.

12.1.1 乙方於聘僱期間未於 1 個月前提出離職並經甲方同意而自行離職、兼職者。

Party B fails to notify resignation one month in advance and acquire Party A's approval before resignation or engagement in sidelines.

12.1.2 乙方有違反中華民國法令情事。

Party B breaks the law of the Republic of China.

12.1.3 乙方有損及中華民國政府或甲方之名譽之行為者。

Party B engages in behavior defaming the ROC government or Party A.

12.1.4 乙方拒絕接受體檢或因感染法定重大傳染疾病致體檢不合格者。

Party B refuses to take a physical examination or fails the physical

examination due to infection of a severe notifiable disease.

12.1.5 乙方拒絕提供相關申辦資料或證件，或提供不實資料。

Party B fails to provide related application data or documents or provides false information.

12.1.6 乙方無故累計曠職達 3 天者。

Party B is absent from work without excuses for up to three days.

12.1.7 乙方違反附錄 A 所列規定，經甲方或地方政府組成之專案小組正式書面警告達 3 次以上或經甲方及地方政府輔導無效被判定為不適任者。

Party B breaks the rules stated in Appendix A to the Contract and receives over three written warnings from the task force formed by Party A or the Local Government or is determined as unqualified after the guidance arranged by Party A or the Local Government is in vain.

12.1.8 乙方違反性別平等法令相關規定。

Party B breaks the laws and regulations that relate to gender equality.

(1) 經學校性別平等教育委員會或依法組成之相關委員會調查確認有性侵害行為屬實。

The act of sexual assault is found true through the investigation by the school's Gender Equity Education Committee or related committees formed by law.

(2) 經學校性別平等教育委員會或依法組成之相關委員會調查確認有性騷擾或性霸凌行為，且情節重大。

The act of sexual harassment or sexual bullying in a severe manner is found true through the investigation by the school's Gender Equity Education Committee or related committees formed by law.

12.2 乙方如有前述任何違約之情事，甲方得終止合約並給付乙方合約終止當月實際在職獎助津貼。

If Party B violates any one of the above, Party A may terminate the Contract and pay Party B the actual subsidies until the month of Contract termination.

第十三條：其他終止事由

Article 13 Termination of Contract

13.1 乙方有下列情形之一者，甲方得立即終止本契約：

When Party B is under any one of the following circumstances, Party A may terminate forthwith the Contract:

13.1.1 聘僱期間罹患重病或感染其他法定傳染病，致無法從事教學工作者，且無法於 1 個月內治癒者。

Party B is prevented from teaching by serious illness or infection of a notifiable disease that cannot be cured within one month.

13.1.2 經地方政府組成之專案小組評定，核屬因其他因素失去工作能力者。

Party B losses the ability to work for other reasons as confirmed by the task force formed by the Local Government.

13.1.3 經地方政府組成之專案小組評定，核屬無法勝任教學工作者。

Party B is found incompetent to teach as confirmed by the task force formed by the Local Government.

13.2 經甲方書面同意，乙方亦得提前終止本契約。

Party B may also terminate the Contract in advance with Party A's written approval.

13.3 如甲方於聘僱期間因故無法提供乙方工作，且提前終止契約之責任為甲方，而乙方無違約等終止事由時，甲方需付乙方資遣費 1 個月獎助津貼。

Party A shall grant Party B a redundancy (severance) pay equivalent to one month of Party B's subsidies when it fails to arrange a job for Party B for no reason during Employment and terminates the Contract prior to expiration when Party B makes no breach.

第十四條：契約之修訂

Article 14 Amendment to Contract

雙方就本契約所陳述內容完全了解，且經充分溝通，並以本契約為其完整之意思表示。本契約取代先前有關本契約事項所為之一切口頭或書面協議或承諾。本契約之修正除經雙方書面同意並簽名或蓋章外，不生其效力。

The parties hereto acknowledge the full comprehension and communication of the contents set forth herein and agree that the Contract shall represent their full expression of intent. The Contract shall supersede any and all prior oral and written contracts, undertakings, and documentations in connection with the subject hereto. Except with the written approval and execution of the parties hereto, no amendment to the Contract shall take effect.

第十五條：通知

Article 15 Notification

任何一方當事人所發之通知應以書面為之，並經送達他方當事人始生效力，但確有困難者不在此限。

Except when delivery is so prevented, notification hereunder shall be made in writing and delivered to the other party prior to taking effect.

第十六條：個別效力

Article 16 Severability

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。如有任何條款經發現為無效或無強制力時，如有可能，雙方應重新議定有效之條款，以反應雙方就該條款之原意。

All provisions hereunder are severable. Any provision of the Contract determined to be void or unenforceable by the jurisdiction court will not affect or impaired the validity and enforceability of the remaining provisions. If any provision is found void or unenforceable, if possible, the parties hereto shall establish new valid provisions to reflect the original intent to that provision of the parties hereto.

第十七條：爭議處理

Article 17 Settlement of Disputes

17.1 甲方與乙方因本契約所生之爭議，應依法令及契約規定，本諸誠信和諧，盡力協調解決之。

The parties hereto shall endeavor to settle the disputes arising from or in connection with the Contract according to the laws and regulations and the provisions of the Contract upon the principle of good faith.

17.2 履約爭議發生後，履約事項之處理原則如下：

The parties hereto agree to settle disputes arising from or in connection with the Contract through the following principles:

17.2.1 與爭議無關或不受影響之部分應繼續履約。但經甲方同意者不在此限。

Performance of the sections unrelated to or unaffected by the dispute shall continue, except with Party A's approval.

17.2.2 因爭議而暫停履約，其經爭議處理結果乙方被認定為無理由者，不得就暫停履約之期間，要求延長履約期限及獎助津貼給付。

When performance is interrupted by the dispute in which Party B is found unreasonable, Party B shall neither request for extension of performance nor claim subsidies for the interruption.

17.3 本契約以中華民國法律為準據法，並以甲方所屬縣市管轄之地方法院為第一審管轄法院。

The law of the Republic of China shall be the governing law of the Contract, and the court of law with jurisdiction of the Party A's location shall be the jurisdiction court of the first instance for matters that relate to the Contract.

第十八條：契約之解釋

Article 18 Interpretation of Contract

18.1 本契約各條款之效力悉以其內容規定為準，各條款之標題不影響其內容。

The effect of each provision hereunder shall be interpreted by its content irrespective to its titles.

18.2 契約文件之一切規定得互為補充，如仍有不明確之處，以甲方之解釋為準。

Any and all provisions in the contract documents are complementary to one another. In the event of ambiguities, Party A's interpretation shall prevail.

18.3 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。

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

第十九條：其他

Article 19 Miscellaneous

19.1 除經甲方事前之書面同意外，乙方不得將本契約之一部或全部轉讓予他人。

Under no circumstances shall Party B assign part or all of the Contract to a third party, except with Party A's prior written approval.

19.2 如甲方與乙方擬於下學年度續約，乙方考核評等須為乙等以上，並經地方政府同

意後，依本契約之條款繼續辦理。

If renewal in the next academic year is desired by the parties hereto, the Contract shall be renewed with respect to the provisions hereunder that Party B is graded B or above and the Local Government's approval..

- 19.3 除法律另有規定外，甲方毋須為乙方因任何行為偏差或疏失所造成之損害負責，且甲方無義務協助乙方處理其違法行為所導致的訴訟程序或其他相關事務。

Unless the law otherwise requires, under no circumstances shall Party A assume responsibility for the damage caused by Party B's deviant behavior or negligence, nor shall Party A be obliged to assist Party B in handling the litigious or other related matters caused by Party B's unlawful behavior.

- 19.4 本契約簽訂後一式三份，甲方、甲方之主管教育行政機關、及乙方各執一份。

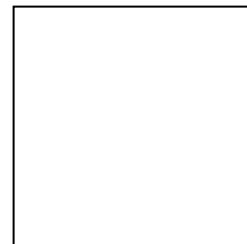
The Contract shall be made in three counterparts, and Party A, Party A's education authority, and Party B shall keep one copy for their own reference.

甲方 (中華民國臺北市立北安國民中學)

Party A: Taipei Municipal Bei An Junior High School, Taipei City, Republic of China

代表人 (職章): _____

甲方印信 (單位圖記):



Representative (Seal): _____

Party A's Seal:

地址: 臺北市中山區明水路 325 號

Address: No. 325, Mingshui Rd., Zhongshan Dist., Taipei City Taipei City.

簽名處: _____

Signature: _____

乙方 (教師姓名)

Party B: _____ (Teacher's Name)

Address (地址): _____

Nationality (國籍): _____

Passport No. (護照號碼): _____

Signature (簽名處): _____

Appendix A

聘僱契約附帶條款

Additional Terms and Conditions to the Employment Contract for English Teachers

1. 教學活動

Teaching Activities

1.1 乙方需準時授課，不遲到早退，且不得未經同意調代課（於鈴響 5 分鐘內未進入教室為遲到，遲到逾 10 分鐘需擇期補課）。除緊急或不可預知事件外，乙方須經甲方事先同意，方可請假。

Party B shall give classes on time. Tardiness or undertime is prohibited. No switching class or substitute teacher is allowed without permission (entry to classroom after 5 minutes from the bell r

ing shall be deemed as tardiness, and classes shall be rescheduled for tardiness exceeding 10 minutes). Except for emergency or unpredictable events, Party B shall apply for Party A's approval prior to taking a leave.

1.2 乙方不得於課堂中及甲方之正式場合使用粗俗之語言或有不當之行為表現。

Party B shall not use vulgar language or behave improperly in class or at Party A's official occasions.

1.3 乙方應善盡教學之責任，不得對學生進行體罰、霸凌或發生影響學生身心健康之情事。

Party B shall teach with good faith and avoid corporal punishment, bullying, or any act that may cause mental and/or physical harm to students.

1.4 乙方於聘僱期間必須與學生保持適當的距離與避免身體接觸。

Party B shall keep an arm's length and avoid physical contacts with students during Employment.

1.5 乙方不得因個人或情緒因素中斷教學活動或提早離開課堂。

Party B shall not interrupt teaching or leave the classroom early due to personal or emotional reasons.

1.6 乙方需參與甲方指派之相關教學會議、課外活動、競賽等。

Party B shall participate in related teaching-related meetings, extracurricular activities, and competitions designated by party A.

1.7 乙方教學表現欠佳時，需接受甲方之輔導並積極改進。

Party B with unsatisfactory teaching performance shall accept Party A's guidance and make active improvements.

1.8 乙方不得於課堂上傳教。

Party B shall not disseminate religions in class.

2. 教學準備

Class Preparation

2.1 乙方應利用課堂外時間充分備課，包括編選教材、撰寫教案、製作教具、批改作業、測驗評量等。乙方所設計之教材或教學活動不得影響學生人身安全。

Party B shall prepare class in private time, including selection and compilation of teaching materials, drawing up lesson plans, making teaching aids, marking (grading) students' work and test/exam papers. The teaching materials or activities designed by Party B shall cause no harm to the bodily safety of students.

2.2 乙方需與甲方協同教師於每堂課及每學期開始前充分討論，確定課程與教材並擬定課程計畫，方可實施。

Party B shall make full discussion with Party A's teachers engaging in team teaching before

each class and semester to determine the syllabus and teaching materials and draw up the lesson (course) plan prior to implementation.

2.3 為協助乙方了解學生，乙方應利用課堂外時間參與甲方安排的課室觀察，乙方不得拒絕。

Party B shall not reject the classroom observation arranged by Party A in his/her private time to understand more about his/her students.

3. 行政配合

Administrative Cooperation

3.1 乙方應本善意，盡力了解、尊重並適應文化差異，避免於課堂中主觀批評政府及甲方之政策。

Out of goodwill, Party B shall understand, respect, and adjust to cultural differences at his/her best, and avoid criticize the policies of the ROC government and/or Party A in class.

3.2 乙方須遵守甲方相關規定，如參與學校相關行政或學科會議，寒暑假亦然。

Party B shall observe the relevant rules and regulations of Party A, such as participating in related administrative or subject meetings held by the school, including those held in summer and winter breaks.

3.3 乙方須本友善態度，與甲方之教師、行政人員、學生家長及其他外籍英語教師同儕保持良好關係。

In a friendly attitude, Party B shall maintain a good relationship with the teachers and staff of Party A, students' parents, and other foreign English teachers.

3.4 乙方服儀需保持整潔合宜。

Party B shall dress neatly and tidily.

3.5 乙方不得於甲方校園內持有、使用或閱覽含有成人情色及暴力內容之產品及刊物。

Party B shall not possess, use, or read products or printed matters containing pornography or violent contents on campus.

3.6 乙方不得從事危險或違法(含持有及吸食大麻)之活動，並須避免飲酒過量，影響教學能力。

Party B shall not engage in dangerous or illegal (including possession or use of marijuana) activities and shall avoid excessive drinking from affecting teaching ability.

4. 生活常規

Daily Routines

4.1 乙方應與居住地區居民保持良好關係，並遵守生活規範，不得於夜間喧鬧，製造環境髒亂等。

Party B shall maintain a good relationship with local residents in the community where he/she sides and follow the local customs. Party B shall not disturb others at night and dirty the environment.

4.2 乙方因行為不當，導致居住地區居民抱怨者，甲方得進行了解，必要時得輔導改善。

If Party B is complained by local residents for improper behavior, Party A may look into the matter and give guidance as necessary.

<div style="border: 1px solid black; border-radius: 50%; width: 80%; margin: 0 auto; padding: 5px;"> 醫院標誌 Hospital Logo </div>	<p>外國語文教師健康檢查項目表 Health Certificate for Foreign Language Teacher</p> <p>(國名、醫院名稱、地址、電話、傳真) 檢查日期 / Date of Examination (Country Name, Hospital Name, Address, Tel., Fax) YYYY / MM / DD</p>	
<p>基本資料/ Basic Data</p>		
姓名 : Name	性別 : <input type="checkbox"/> 男 / M <input type="checkbox"/> 女 / F Sex	<div style="border: 1px solid black; width: 100%; height: 100%; display: flex; align-items: center; justify-content: center;"> 照片 Photo </div>
護照號碼 : Passport No.	國籍 : Nationality	
居留證號 : ARC No.	出生年月日 : Date of Birth : YYYY / MM / DD	
工作縣市別 : City/County (Workplace : in R. O. C.)	手機 : (Mobile Phone) : _____ 住家 : (Home Phone) : _____	
<p>病史/ Medical History</p>		
曾罹患的疾病 / Prior illnesses : _____		
<p>身體檢查/ Physical Examination</p>		
身高/ Height : _____ cms	頭頸部/ Head and neck : <input type="checkbox"/> 正常/ Normal <input type="checkbox"/> 異常/ Abnormal _____	
體重/ Weight : _____ kgs	胸部/ Thorax : <input type="checkbox"/> 正常/ Normal <input type="checkbox"/> 異常/ Abnormal _____	
血壓/ Blood pressure : _____ / _____ mmHg	心臟聽診/ Heart auscultation : <input type="checkbox"/> 正常/ Normal <input type="checkbox"/> 異常/ Abnormal _____	
脈搏/ Pulse : _____ beats/min	腹部/ Abdomen : <input type="checkbox"/> 正常/ Normal <input type="checkbox"/> 異常/ Abnormal _____	
體溫/ Body temperature : _____ °C	體肢運動/ Locomotion : <input type="checkbox"/> 正常/ Normal <input type="checkbox"/> 異常/ Abnormal _____	
視力/ Vision : 右 / Right _____ 左 / Left _____	精神狀態/ Mental status : <input type="checkbox"/> 正常/ Normal <input type="checkbox"/> 異常/ Abnormal _____	
其他/ Others : _____		

實驗室檢查 / Laboratory Examinations

A. 胸部X光肺結核檢查 / Chest X-ray for Tuberculosis :

X光發現 / Findings : _____

判定 / Result :

合格 / Passed 疑似肺結核 / TB suspect 無法確認診斷 / Pending 不合格 / Failed

B. 梅毒血清檢查 / Serological Tests for Syphilis :

檢驗 / Tests :

a. RPR VDRL

陽性 / Positive, 效價 / Titers _____ 陰性 / Negative, 效價 / Titers _____

b. TPHA TPPA FTA-abs TPLA EIA CIA

陽性 / Positive, 效價 / Titers _____ 陰性 / Negative, 效價 / Titers _____

c. other _____ 陽性 / Positive, 效價 / Titers _____

陰性 / Negative, 效價 / Titers _____

判定 / Result : 合格 / Passed 不合格 / Failed

C. 麻疹及德國麻疹之抗體陽性檢驗報告或預防接種證明 / Proof of Positive Measles and Rubella Antibody or Measles and Rubella Vaccination Certificates :

a. 抗體檢查 / Antibody Tests

麻疹抗體 / Measles Antibody 陽性 / Positive 陰性 / Negative 未確定 / Equivocal

德國麻疹抗體 / Rubella Antibody 陽性 / Positive 陰性 / Negative 未確定 / Equivocal

b. 預防接種證明 / Vaccination Certificates (證明應包含接種日期、接種院所及疫苗批號；接種日期與出國日期應至少間隔兩週 / The certificate should include the date of vaccination, the name of administering hospital or clinic and the batch no. of vaccine; the date of vaccination should be at least two weeks prior to traveling overseas.)

麻疹預防接種證明 / Measles Vaccination Certificate

德國麻疹預防接種證明 / Rubella Vaccination Certificate

c. 有接種禁忌，暫不適宜預防接種 / Having contraindications, not suitable for vaccination

d. 申請展延聘僱許可，得免驗 / Not required for the application for extension of the employment permit)

健康檢查總結果 / The final result of health examination :

合格 / Passed 須進一步檢查 / Need further examinations 不合格 / Failed

負責醫檢師簽章 / Signature of Chief Medical Technologist : _____

負責醫師簽章 / Signature of Chief Physician : _____

醫院負責人簽章 / Signature of Superintendent : _____

日期 / Date : YYYY / MM / DD

備註 / Note : 本證明三個月內有效。 / The certificate is valid for three months.