

台南應用科技大學專任教師聘約

民國95年09月13日校務會議通過
 民國95年10月16日校教師評審委員會修正
 民國95年10月18日校務會議修正
 民國97年04月23日校教師評審委員會修正
 民國97年06月02日校務會議修正
 民國99年01月20日校教師評審委員會修正
 民國99年05月05日校務會議修正
 民國99年09月23日教育部
 台技(一)字第0990160764-A號函核定更名
 民國100年09月27日校教師評審委員會修正
 民國100年10月05日校務會議修正
 民國101年04月18日校教師評審委員會修正
 民國101年05月02日校務會議修正
 民國103年04月16日校教師評審委員會修正
 民國103年04月30日校務會議修正
 民國104年03月11日校教師評審委員會修正
 民國104年04月29日校務會議修正
 民國106年09月20日校教師評審委員會修正
 民國106年09月27日校務會議修正
 民國107年04月18日校教師評審委員會修正
 民國107年05月02日校務會議修正
 民國108年04月17日校教師評審委員會修正
 民國108年05月01日校務會議修正
 民國110年03月15日校教師評審委員會修正
 民國110年04月28日校務會議修正
 民國111年03月14日校教師評審委員會修正
 民國111年04月27日校務會議修正
 民國111年09月12日校教師評審委員會修正
 民國111年10月03日校務會議修正

- 一 依據本校專任教師聘任辦法第九條規定，訂定本聘約。
- 二 專任教師之待遇依本校規定辦理(本薪(年功薪)依教育部111年1月1日標準，教師研究費依董事會111年6月21日通過111年8月1日適用標準)。
- 三 專任教師每週基本授課時數：教授8小時、副教授9小時、助理教授10小時，講師11小時。
超授時數以日間部與進修部(不含在職專班)合計4小時為限，超授時數含校外兼課時數；超授鐘點費依本校教職員工薪給金額表鐘點費標準(教育部86年3月21日標準)每學年核發9個月，於次月10日發給。
專任教師於本校在職專班之每週授課時數至多以4小時為限。
- 四 專任教師不得同時在校外擔任專任教師或專任職務，如經發覺，即予以解聘，並追回同時在校外擔任專任教師或專任職務期間之薪給。
- 五 專任教師如欲在校外兼課、兼職或進修者，應依本校專任教師校外兼課、兼職審查要點及本校專任教師進修及獎助辦法簽請學校同意。未經學校同意在校外兼課、兼職、進修，或有其他不合規定之兼課、兼職、進修情實者，一經發覺，即改為兼任，並追回違規期間之專兼任薪給差額。
- 六 兼任行政職務之教師，另依規定酌減授課時數，並得優先講授日間部課程及選擇是否擔任在職專班或推廣教育班之課程；其他教師一律須配合另教授進修部(含在職專班)、推廣教育班之課程。因特殊原因無法教授前述部班別之課程者，請述明具體事實，簽請校長批核。專任教師除授課外，有擔任導師、輔導學生，並參與學校行政工作、社團活動、社教活動及社會服務之義務。

- 七 專任教師每週到校服務至少4天，例假日及寒暑假並應參與校務發展及教學或社會教育有關之活動。
- 八 教師請假應依請假規則辦理，未請假而擅離職守者，以曠職論。連續曠職逾5日以上，或一學期曠職累計逾10日以上或請事假逾15日以上者，本校得隨時予以解聘。
- 九 教師接到聘書後，應於7日內應聘，逾期以不應聘論。新聘專任教師於應聘日後至聘期實際起始日前因故辭職，應經校長同意後繳還聘書，另應賠償學校作為補救措施之懲罰性違約金新台幣拾萬元。
- 十 專任教師於聘約存續期間內辭職者，除依本校「教職員工中途離職處理辦法」辦理外，並賠償本校二個月份之薪給(含本薪、學術研究費)作為學校為其補救措施之違約賠償金。
- 十一 專任教師擬於聘約期限屆滿後，不再應聘時，應於聘約屆滿一個月前書面通知學校。未於期限內通知學校者，賠償本校一個月份之薪給(含本薪、學術研究費)作為違約賠償金。
- 十二 教師繳交之學歷(力)證件或著作，若有不合規定、偽造、抄襲等情事者，即予以解聘，並追回所領薪給。
- 十三 教師違反送審教師資格規定時，依教育部及本校相關規定處理。
- 十四 專任教師有「教師法」、本校「教職員工服務規則」、「教師評鑑辦法」等條文所述解聘、停聘、不續聘之情事發生者，本校得依相關規定為之。
本校教師並應遵守各系停招或退場教職員工處理細則之規定(詳如附件)。
- 十五 因本聘約所引起之訴訟，同意以台南地方法院為第一審管轄法院。
- 十六 本校基於業務上之需要，得對受聘人之個人資料作電腦處理及使用，惟不得涉及商業上之利益。
- 十七 教師應尊重性別平等，恪守師生及專業倫理，並應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第6條至第8條、校園霸凌防制準則第6條至第9條等相關規定，以維護學生受教權與人身安全。
- 十八 教師應聘期間，對於授課班級學生之心理、品德、生活及言行等均應負擔輔導責任。
- 十九 教師離職時，應將經辦事項及財務移交清楚，並辦理離校手續。
- 二十 本聘約其他未載明事項，依相關法令及本校規定辦理。
- 廿一 本聘約經學校教師評審委員會及校務會議通過，陳請校長核定後施行，修正時亦同。

Tainan University of Technology

EMPLOYMENT CONTRACT FOR FULL-TIME TEACHING STAFF

Approved at the University Affairs Meeting on September 13, 2006
Amended by the University Teacher Review Committee on October 16, 2006
Amended at the University Affairs Meeting on October 18, 2006
Amended by the University Teacher Review Committee on April 23, 2008
Amended at the University Affairs Meeting on June 2, 2008
Amended by the University Teacher Review Committee on January 20, 2010
Amended at the University Affairs Meeting on May 5, 2010
Amended name per approval by Ministry of Education letter
Tai-Ji-(1)-Zi No. 0990160764-A dated September 23, 2010
Amended by the University Teacher Review Committee on September 27, 2011
Amended at the University Affairs Meeting on October 5, 2011
Amended by the University Teacher Review Committee on April 18, 2012
Amended at the University Affairs Meeting on May 2, 2012
Amended by the University Teacher Review Committee on April 16, 2014
Amended at the University Affairs Meeting on April 30, 2014
Amended by the University Teacher Review Committee on March 11, 2015
Amended at the University Affairs Meeting on April 29, 2015
Amended by the University Teacher Review Committee on September 20, 2017
Amended at the University Affairs Meeting on September 27, 2017
Amended by the University Teacher Review Committee on April 18, 2018
Amended at the University Affairs Meeting on May 2, 2018
Amended by the University Teacher Review Committee on April 17, 2019
Amended at the University Affairs Meeting on May 1, 2019
Amended by the University Teacher Review Committee on March 15, 2021
Amended at the University Affairs Meeting April 28, 2021
Amended by the University Teacher Review Committee on March 14, 2022
Amended at the University Affairs Meeting on April 27, 2022
Amended by the University Teacher Review Committee on September 12, 2022
Amended at the University Affairs Meeting on October 3, 2022

1. This Employment Contract is formulated in accordance with the provisions of Article 9 of the *Regulations Governing Full-Time Teacher Recruitment* of Tainan University of Technology (hereinafter referred to as "the University").
2. Remuneration of full-time teachers is determined in accordance with the University's provisions. (Base salary (including seniority salary) is based on the standards adopted by the Ministry of Education on January 1, 2022; remuneration for teachers' academic research is based on the standards passed by the Board of Directors on June 21, 2022 and adopted on August 1, 2022.)
3. The amount of basic weekly teaching hours for full-time teachers is as follows: 8 hours for professors, 9 hours for associate professors, 10 hours for assistant professors, and 11 hours for lecturers.
Extra classes, based on regular and night sessions, may not exceed a total of four hours per week, excluding on-the-job training programs. No hourly wages are awarded for teaching hours beyond this limit. Extra classes include part-time teaching off-campus. Hourly wages for extra classes are paid according to the University's standards stipulated in the *Faculty Members Payroll Table* (the standards adopted by the Ministry of Education on March 21, 1997) for nine months per school year, being granted on the 10th of the following month.
For on-the-job training programs at the University, a full-time teacher may teach for a maximum of four hours per week. No hourly wages are awarded for teaching hours beyond this limit
4. Full-time teachers may not simultaneously serve as full-time teachers or off-campus workers. If a teacher is found to be in violation of this rule, they shall be immediately dismissed, and their salary for the period of violation shall be recovered by the University.
5. A full-time teacher who wishes to engage in a part-time job off-campus or receive training shall apply in advance to the University for approval in accordance with the University's *Guidelines for Full-time Teachers Requesting Part-Time Off-Campus Work* and the University's *Regulations for Subsidizing and Awarding Training Programs for Full-Time Teachers*. If a full-time teacher is found to be in violation of any rules, he/she shall be reclassified as a part-time teacher, and the difference between his/her full-time and part-time salaries shall be recovered for the period of violation.
6. A teacher who concurrently holds an administrative post on campus may be entitled to reduced teaching hours in accordance with the other relevant regulations, and may be given priority to teach in the regular session and to choose whether he/she will teach in on-the-job training or extended education programs. All other teachers shall be additionally required to teach in the programs of further study (including on-the-job training) and extended education. If a teacher is unable to teach in the said programs for a special reason, he/she shall state and submit the specific facts to the president for

approval. In addition to teaching, full-time teachers have the obligation to serve as a mentoring teacher, counsel students, and participate in school activities including school administration, student clubs, social education, and social services.

7. Full-time teachers must be physically present on campus at least four days each week. During holidays and winter and summer vacation, full-time teachers shall also participate in the university development and activities relevant to teaching or social education.
8. Teachers may make a request for leave of absence in accordance with the *Rules for Leave of Absence*. If a teacher does not follow leave of absence protocol, it shall be considered absenteeism. A teacher may be dismissed at any time by the University if his/her absenteeism lasts for five consecutive days or longer, or reaches a total of 10 days or longer in a single semester, or if his/her personal leave reaches 15 days or longer in a semester.
9. After a teacher receives a letter of appointment, he/she shall accept or reject it within 7 days; a failure to notify shall be considered a rejection of the offer of appointment. A newly-employed full-time teacher who must resign for any reason after the acceptance date, but before the actual starting date of his/her employment period, shall surrender the letter of appointment after approval by the University president. Furthermore, he/she shall compensate the University for the breach by paying NT\$100,000 as a punitive fine.
10. A full-time teacher who resigns prior to the expiration of his/her employment contract must abide by the University's *Regulations Governing Resignation Before the End of a Contract Period* and shall be liable to compensate the University for such breach by forfeiting two months of salary (including base salary and academic research fees) to the University.
11. If a full-time teacher does not intend to continue the employment relationship upon expiry of the employment contract, he/she shall submit to the University a written notice of intent to resign at least one month prior to expiry of the contract. If the University is not notified by the specified time period, the full-time teacher shall be liable to compensate the University for such breach by forfeiting one month of salary (including base salary and academic research fees).
12. If any certificate of scholastic background or ability, or any written work submitted by a teacher is found to be in violation of any rule or regulation, or is discovered to be forged or plagiarized, the University shall immediately dismiss him/her and seek recovery of all salaries and wages in full.
13. In the event that a teacher violates the regulations for teachers' request of inspection of submitted qualifications, he/she shall be treated according to the relevant provisions of the Ministry of Education in addition to the University's *Guidelines for the Treatment of Teachers in Violation of the Regulations for Inspection of Submitted Qualifications*.
14. If a full-time teacher is dismissed, suspended, or denied renewal of employment as described in the *Teachers' Act* and the University's *Service Rules for Faculty Members* and *Regulations for Teacher Evaluations*, the University may execute it in accordance with the relevant provisions. Teachers at the University shall follow the provisions of stopping enrollment or exit rules for faculty members in every department (see Appendix for details).
15. In the event of litigation arising from this Employment Contract, the Tainan District Court shall serve as the court of first instance.
16. Based on its operating needs, the University may obtain the appointee's personal data for computer processing and use; however, the University shall not use such information for commercial purposes.
17. Teachers should respect gender equality, obey the teacher and professional ethics, and abide by the Gender Equality Education Act, Act of Gender Equality in Employment, the Sexual Harassment Prevention Act, Articles 6 to 8 of Regulations on the Prevention and Handling of Sexual Assault, Sexual Harassment, or Sexual Bullying on Campus, Articles 6 to 9 of Regulations on the Prevention and Handling of Bullying on Campus, so as to protect students' right to education and personal safety.
18. During employment, teachers shall be obliged to provide counseling to their students with regard to psychological issues, morality, life, and good conduct.
19. When a teacher leaves his/her post, he/she shall transfer the matters under his/her administration and financial items to the designated person and carry out all relevant departure procedures.
20. Any matters not covered in this Employment Contract shall be handled in accordance with the relevant laws of the Republic of China (Taiwan) and the regulations of the University.
21. This Employment Contract, and any amendments hereto, must be approved by the University Teacher Review Committee and at the University Affairs Meeting and submitted to the president for review before implementation.