

# 元智大學兼任教師聘約

## Yuan-Ze University Adjunct Faculty Employment Contract

94.05.09 93 學年第 23 次行政會議修訂通過  
99.07.12 98 學年第 15 次行政會議修正通過  
100.01.03 99 學年度第 7 次行政會議修訂通過  
106.06.14 106 學年度第 21 次行政會議修訂通過  
112.11.01 112 學年度第 1 次校務會議修正通過

Amended by the 23<sup>rd</sup> Administrative Committee of the 2004 School Year, May 9, 2005  
Amended by the 15<sup>th</sup> Administrative Committee of the 2009 School Year, July 12, 2010  
Amended by the 7<sup>th</sup> Administrative Committee of the 2010 School Year, January 3, 2011  
Amended by the 21<sup>st</sup> Administrative Committee of the 2017 School Year, June 14, 2017  
Amended by the 1<sup>st</sup> School Council Meeting of the 2023 School Year, November 1, 2023

### 一、聘期：

兼任教師之聘期起訖日以學期制為之，上學期起聘者，聘期自八月一日起至翌年一月三十一日止，下學期起聘者，聘期自二月一日起至七月三十一日止。暑修兼任教師之聘期依實際授課期間為發聘聘期。

兼任教師未及於授課學期開始前完成聘任者，以校長核定聘任日為起始日。

#### 1. Term of employment contract:

The term of employment contract for adjunct faculty shall be based on the semester system. Contract beginning from the first semester period is from August 1 to January 31 of the next year; contract beginning from the second semester period is from February 1 to July 31. The term of employment contract for summer-session adjunct faculty shall be based on the actual teaching period.

Adjunct faculty members who don't complete the employment process before a semester begins, the initial date of contract shall be the date appointed and verified by the president.

### 二、應聘：

兼任教師接獲聘書後，應於聘期起始日**二週**前交回應聘書，逾期以不應聘論；如不應聘或應聘後因故無法履行聘約者，應通知聘任學系(所)，並將聘書連同應聘書一併退還本校人事室註銷。

#### 2. Accepting contract:

Upon receipt of a new contract, adjunct faculties shall send back the agreement letter of employment within 2 weeks; those who fail to do so within this deadline will be regarded as not accepting the contract. If faculties decide not to accept the contract or are unable to fulfill employment contract due to personal reasons, notification shall be given to the hiring department and the contract along with agreement letter shall be returned to Personnel Office in order to be nullified.

### 三、授課：

兼任教師應依排定時段準時上課，期中、期末考試時，須親自到考場主試，並依本校年度行事曆按時送交成績。

### 3. Teaching:

Adjunct faculties are required to arrive on time to teach courses as scheduled and to be the chief examiners during mid-term and final exams. They shall also submit students' grades on time according to the University's academic calendar.

#### 四、待遇：

兼任教師授課時數及待遇依本校「教師授課時數及抵免辦法」及「鐘點費支給標準表」辦理。

### 4. Salary:

Teaching hours and salaries for adjunct faculties shall be in accordance with “Part-time and Full-time Faculties Teaching Hours and Waivers” and “Hourly Wage of Faculties”.

#### 五、請假、調課、補課及代課：

兼任教師因故無法到課時，應檢附相關證明文件，依本校規定程序辦理請假。

兼任教師於授課期間請假者，依「專科以上學校兼任教師聘任辦法」第九條規定核算請假日數及發給鐘點費。

請假所遺課務由兼任教師自行調課、補課；如須另覓代課教師，須經單位主管同意，並檢附代課教師學經歷證件或教師資格證書影本，併同請假簽呈送交教務處轉呈校長核准。

### 5. Leave of absence, reschedule classes, make-up classes, and substitutions:

Adjunct faculties shall apply for leave of absence in accordance with the University's regulations, and shall submit relevant documents to their respective departments.

For adjunct faculties applying for leave of absence during their teaching period, the days of leave shall be calculated in accordance with Article 9 of “Regulations Governing Employing Part-Time Teaching Faculty at Junior Colleges and Institutions of Higher Education”.

Adjunct faculties who miss a class must reschedule the class or arrange a make-up class. Those who request for approval to arrange for a qualified substitute instructor to take over the class shall submit the relevant certificates and Teacher's Certificate of the substitute instructor along with the faculty's leave report, to Office of Academic Affairs, which will present the case to the president for approval.

#### 六、保險及退休：

兼任教師符合勞工保險條例、就業保險條例或全民健康保險法所定資格者，本校於聘約有效期間為其投保相關保險。

兼任教師符合勞工退休金條例所定資格者，本校於聘約有效期間，依勞工退休金條例規定，按月為未具本職兼任教師提繳退休金。

為辦理兼任教師投保、提繳勞退金作業，兼任教師應聘時，應提供保險及是否具本職調查資料，前述資料日後如有異動，應即以書面通知本校人事室。

### 6. Health insurance and retirement:

The University shall apply for labor insurance, employment insurance, and national health insurance for adjunct faculty members who are eligible for the coverage as set out in the provisions of the Labor Insurance Act, the Employment Insurance Act, or the National Health Insurance Act

during the validity of their appointment period.

During the validity of the appointment period of a adjunct faculty, the University shall make monthly contributions in accordance with the Labor Pension Act to the pension scheme of the adjunct faculty who holds no primary position.

In order to help the University to process the application for insurance and make monthly contributions to the pension scheme, adjunct faculties shall provide information to the University upon accepting the contract, regarding the application for insurance and whether they hold primary positions or not. If there are any changes to the above information in the future, adjunct faculties shall notify the Personnel Office in writing.

七、 停止聘約之執行及終止聘約：

兼任教師聘任後，如學生選課人數未達開課標準，本校得於聘期屆滿前以書面敘明理由終止聘約。

兼任教師如有「專科以上學校兼任教師聘任辦法」第五條規定情事者，本校得依規定停止聘約之執行或以書面終止聘約。

7. Suspension of the execution of contract or termination of contract:

If the number of students selecting a course does not reach the number required for the course to be offered, the University shall provide reasons in written form to dismiss the adjunct faculty designated to each the course before his/her employment term ends.

Any adjunct faculties who violate the provisions of Article 5 of “Regulations Governing Employing Part-Time Teaching Faculty at Junior Colleges and Institutions of Higher Education”, the University may suspend the execution of the contract or terminate the contract in writing based on these regulations.

八、 兼任教師應配合本校教育政策及參與本校相關評鑑。

8. Adjunct faculties shall cooperate with the University’s education policies and participate in relevant teacher evaluations.

九、 兼任教師於聘約有效期間須遵守「性別平等教育法」及「性別工作平等法」等相關規定。

9. Adjunct faculties shall comply with the Gender Equity Education Act, the Act of Gender Equality in Employment, and other related laws during their contract periods.

十、 基於業務需要，得對兼任教師之個人資料作電腦處理及使用，本校當善盡資料保護之責任。

10. The University may process or use adjunct faculties’ personal data on the computer when necessary, and shall protect the data to prevent harm on personality rights.

十一、 本聘約未盡事宜，依據教育法令暨本校相關規定辦理。

11. Matters concerning the rights and duties between adjunct faculties and YZU not specified in the contract shall be dealt with according to the relevant education rules of MOE and YZU regulations.

十二、 本聘約經校務會議通過後實施，修正時亦同。

12. These regulations are adopted by School Council Meeting, as shall amendments when they are made.

**The English translation is for reference only. In case of any discrepancy between Chinese version and English version, the Chinese version shall prevail.**