

YZU Regulations Governing the Appointment of Adjunct Faculty

Passed by the 24th Administrative Committee of the 2016 School Year, July 26, 2017
Amended by the 5th Administrative Committee of the 2020 School Year, October 7, 2020

Article 1 “YZU Regulations Governing the Appointment of Adjunct Faculty” are established in accordance with “Regulations Governing the Appointment of Adjunct Teachers at Educational Institutions at Junior College Level and Higher” made by Ministry of Education in order to process the appointment of adjunct faculty and the regulations pertaining to their teaching duties, as well as their related rights and responsibilities.

Article 2 Adjunct faculty employed by the University must meet the qualifications as stipulated in “Act Governing the Appointment of Educators” or “Employment Regulations for Professional Technicians Teaching at Universities”.

Article 3 The following are the circumstances under which the teaching units of the University may hire adjunct faculty:

1. The number of hours taught by full-time faculty of the teaching unit has reached the basic number but there are still faculty shortages.
2. Adjunct faculty may be appointed in cases where the teaching unit offers courses for which the University does not have any relevant full-time faculty available.
3. Adjunct faculty may be appointed in cases where there is a need for specialized expertise, industry practical experience, or practical teaching skills that are required for the courses. The principle of adjunct teaching shall be at least two hours per week.

Article 4 In order to align with the schedule for each semester, the appointment process for adjunct faculty in each teaching unit shall be approved by Faculty Evaluation Committee of three levels before the end of the preceding semester. In the event of delays, specific reasons shall be provided, and the completion of the appointment process shall be carried out after obtaining the President’s approval.

Article 5 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 adjunct faculty teaching summer-session courses shall be based on the actual teaching period.

Adjunct faculty 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.

Article 6 When adjunct faculty serve at other public or private institutions, schools, or organizations, they shall proactively inform the University and obtain consent from the employing institution before teaching at the University. This consent shall be obtained prior to the commencement of classes of a semester.

If adjunct faculty have not obtained consent from the employing institution or if the employing institution has explicitly informed the University of their disapproval, the department offering the course shall retain their employment contract and submit it to Personnel Office to be revoked. For faculty who have received the contract, it shall be returned to Personnel Office.

Article 7 Adjunct faculty 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 school calendar.

Article 8 Adjunct faculty shall apply for leave of absence in accordance with the University's regulations, and shall submit relevant documents to their respective departments.

For adjunct faculty applying for leave of absence during their teaching period, the days of leave and hourly pay shall be calculated in accordance with Article 17 of "Regulations Governing Employing Adjunct Teaching Faculty at Junior Colleges and Institutions of Higher Education", which can be referred to the appendix as attached.

Adjunct faculty 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 diplomas/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.

Article 9 Teaching hours and hourly pay for adjunct faculty shall be in accordance with the University's regulations, such as "Adjunct and Full-time Faculties Teaching Hours and Waivers" and "Hourly Wage of Faculties".

Article 10 The University shall apply for labor insurance, employment insurance, and national health insurance for adjunct faculty 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 contract period.

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

In order to help the University to process the application for insurance and make monthly contributions to the pension scheme, adjunct faculty 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 faculty shall notify Personnel Office in writing.

Article 11 Adjunct faculty who meet the qualifications stipulated in “YZU Regulations for Adjunct Faculty And Jointly-Appointed Faculty Applying for Teacher’s Accreditation Review” may apply for accreditation review through diploma submission; the external review fee shall be borne by the faculty who submit the review.

Article 12 Adjunct faculty shall enjoy the following rights during the contract period:

1. Raise suggestions regarding the teaching and administrative matters of the University.
2. Rights and benefits stipulated by laws and regulations such as remuneration, personal leave, insurance, and pension.
3. Raise a grievance and request remedies in accordance with “Teachers’ Act” if adjunct faculty consider the University’s actions related to the termination of their employment contract, suspension, remuneration, leave, and pension, illegal and inappropriate, causing damage to their own rights and interests.
4. As specified by laws and regulations, adjunct faculty have the right to academic freedom in their teaching.
5. Unless otherwise specified by laws and regulations, adjunct faculty may refuse to participate in tasks and activities unrelated to teaching assigned by educational administrative institutions or the University.
6. Other rights stipulated in laws and regulations.

Article 13 Adjunct faculty shall bear the following responsibilities during the contract period:

1. Act in accordance with the employment contract and uphold the reputation of the University.
2. Actively protect students’ rights to learn.
3. Implement teaching activities according to laws and regulations or the University’s arrangement.
4. Strictly abide by their duties, conscience, and carry forward the spirit of mentorship and professionalism.
5. Refrain from revealing students' personal information or their family background unless it is required by law.
6. Other responsibilities stipulated in laws and regulations.

Article 14 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 terminate the contract of adjunct faculty who are designated to teach the course before their contract period ends.

Any adjunct faculty who violate the provisions of Article 5, 6, 7, 8, and 10 of “Regulations

Governing Employing Adjunct 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.

Article 15 Matters not specified here shall be dealt with according to the relevant education rules of MOE and YZU regulations.

Article 16 These regulations are adopted by Administrative Committee, as shall amendments when they are made.

[Appendix] The list of different types of leave stipulated in Article 9 of “Regulations Governing the Appointment of Adjunct Teachers at Educational Institutions at Junior College Level and Higher”

※Different types of leave provided on a proportional basis:

(For adjunct faculty with a contract period of one semester, leave entitlement is calculated based on the average weekly teaching hours; any fraction of an hour below one hour is rounded up to one hour.)

		平均每周授課時數 The average weekly teaching hours							
		1	2	3	4	5	6	7	8
婚假 Wedding Leave		3	6	9	12	14	17	20	23
產前假 Pre-Maternity Leave		2	4	5	7	8	10	12	13
陪產假 Childbirth Leave		1	2	3	4	5	6	7	8
事假(含家庭照顧假) Personal Leave (including Family Care Leave)		1	2	3	3	4	5	5	6
病假(含安胎休養假) Sick Leave (including Recuperation Leave)		3	6	9	12	14	17	20	23
喪假 Bereavement Leave	父母、配偶死亡 death of the parent or spouse	3	6	9	12	15	18	21	24
	繼父母、配偶之父母、子女死亡 death of the step-parent, the spouse’s parent, or their child	2	4	6	8	10	12	14	16
	曾祖父母、祖父母、配偶之祖父母、配偶之繼父母、兄弟姊妹死亡 death of their great-grandparent, grandparent, the spouse’s grandparent, the spouse’s step-parent, or sibling	1	2	3	4	5	6	7	8

※Different types of leave provided **not** on a proportional basis:

1. Menstrual Leave: Faculty are entitled to one day of Menstrual Leave per month, and it must be taken as a whole day; splitting the leave into multiple shorter periods is not permitted. If the cumulative days of Menstrual Leave does not exceed three days in a school year, such leave shall

not be counted towards the faculty's Sick Leave; the number of days exceeding three days shall be counted towards the yearly days of Sick Leave. For contracts that do not cover the entire school year, leave entitlement is calculated proportionally. Any fraction of a day below one day is rounded up to one day.

2. Recuperation Leave: When pregnant faculty are diagnosed by a physician as needing to recuperate, their leave-taking during the period of recuperation shall be included to Sick Leave.
3. Maternity Leave (national holidays not included): A consecutive period of forty-two working days shall be given for Maternity Leave delivery which shall be taken at one time.
4. Miscarriage Leave: A consecutive period of forty-two days shall be given for the miscarriage following after a pregnancy of twenty weeks and above; a consecutive period of twenty-one days shall be given for miscarriages following after a pregnancy of twelve or more but less than twenty weeks; a consecutive period of fourteen days shall be given for miscarriages following after a pregnancy of less than twelve weeks. Miscarriage Leave shall be taken at one time.
5. Leave for indigenous rituals and ceremonies: Faculty with indigenous ethnicity shall be granted leave according to the holidays specified in the announcements by the Council of Indigenous Peoples for traditional indigenous rituals and ceremonies.

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