

Contract for Full-time Faculty at I-Shou University

Adopted on December 21, 1990 at the second meeting of the Institute Council at the academic year 1990

Temporarily adopted on May 20, 1998 at the third meeting of the Executive Board Meeting in the second semester of the academic year 1997

Amendments to the Rules ratified and promulgated by the President on June 20, 2010

Amendments to the Contract ratified and promulgated by the President on June 1, 2012

Amendments to the Contract ratified and promulgated by the President on July 16, 2015

Amendments to Article 4 adopted on May 23, 2018 by the University Council and ratified and promulgated by the President on May 24, 2018

Article 1 The academic ranks of the full-time faculty (including professional technicians appointed as faculty members) of I-Shou University (hereinafter referred to as “the University”) include professors, associate professors, assistant professors and lecturers. All the faculty members shall be duly appointed by the President, and the term of appointment for each faculty member is one academic year in principle.

The Contract for Full-time Faculty at I-Shou University (hereinafter referred to as “the Contract”) is made to stipulate the rights and obligations of the University’s faculty members.

Article 2 The Contract shall constitute an agreement entered into between the University and appointee faculty members. After receiving the Letter of Appointment, an appointee faculty member shall carefully read the terms and conditions of the Contract. If he/she agrees on the terms and conditions stated herein, he/she shall affix the signature and/or seal to the Appointment Acceptance Letter, and then send the signed/affixed Letter back to the University’s Office of Human Resources within fourteen days of receipt of the Letter of Appointment. Failure to send back the signed/affixed Letter before the deadline will be considered a refusal to accept the appointment, and the appointee faculty member shall return the Letter of Appointment to the Office of Human Resources for nullification.

- Article 3 Appointee faculty members who accept the appointment shall abide by the terms and conditions stated herein, and the rights and obligations bestowed upon them shall be subject to the University Act, the Teachers' Act, the Act of Governing the Appointment of Educators, and the applicable regulations and rules of the University.
- Article 4 The salary assessment and the remunerations for faculty members shall be subject to the Regulations for Salary Assessment of Faculty and Staff Members at I-Shou University and the Regulations for Pay to Faculty & Staff of the University, and the said remunerations are calculated from the date of assumption of duty at the University. Monthly salaries are paid to faculty members on the fifth day of the next month. Full-time faculty members shall fulfill the required weekly teaching hours in accordance with the academic rank they hold. The required weekly teaching hours, overtime teaching hours, and overtime pay shall be handled in accordance with the Regulations for Calculation of Teaching Hours and Hourly Pay Rate for Faculty Members at I-Shou University. If a full-time faculty member has not fulfilled the required weekly teaching hours for two semesters in a row, or he/she fails to make up the teaching hours not fulfilled yet before leaving the University, and where either of the situations is attributable to the faculty member him/herself, the University will deduct the hourly pay for the teaching hours not fulfilled yet from his/her bonus for academic research.
- Article 5 During the term of appointment, faculty members shall stay at the University for at least four full days per week, and faculty members concurrently holding an administrative post shall stay at the University for at least five full days per week. Moreover, all the faculty members shall teach, conduct research, and offer student counseling and relevant services in accordance with the applicable regulations and rules of the University. When faculty members are unable to teach, conduct research, or offer counseling and relevant services for any reason, they shall file an online application for leave of absence in accordance with the Regulations of Asking for Leave by Teachers at I-Shou University. Faculty members will be considered absent from work without permission if they have not taught as scheduled and have not been granted leave of absence.
- Article 6 Faculty members are obligated to teach, conduct research, and offer student counseling and services, and to teach evening and weekend courses as arranged by the Division of Continuing Education and the Extension Education Center of the University.
- Article 7 Teaching-related issues shall be subject to the Regulations for Calculation of Teaching Hours and Hourly Pay Rate for Faculty Members at I-Shou University. Faculty members who have not fulfilled the required weekly teaching hours for three

consecutive semesters or for four semesters within three academic years and show no signs of improvement after being notified shall be referred to the University-level Teacher Review Committee (hereinafter referred to as “the Committee”), and the Committee will decide whether to dismiss the appointment, deny reappointment, or move such a faculty member from full-time status to part-time status.

Article 8 Faculty members shall teach in accordance with the class schedule set up by the University, and shall not be late for class or leave early without permission. In addition to teaching, faculty members shall mark students’ assignments, supervise students’ research projects, and proctor examinations. Faculty members shall also submit students’ scores to the Office of Academic Affairs before a given deadline.

Article 9 When faculty members apply for leave of absence for any reason, they shall apply for makeup classes online in accordance with the applicable regulations and rules of the University to avoid any influence on students’ rights to education.

Article 10 Faculty members are obligated to serve as advisors, offer student guidance and counseling, and supervise extracurricular activities. Moreover, they shall follow the applicable regulations and rules of the University to offer office hours to counsel students on studies, character formation, mental health and daily life. They shall teach by setting exemplary behavior standards.

Article 11 Faculty members shall assist with student recruitment and university-sponsored examinations, and take part in various committees, task forces and meetings (either by election or appointment).

Article 12 Faculty members shall undergo the faculty evaluation during the term of appointment. The evaluation results will be the basis for considering faculty reappointment, faculty promotion, pay rate increase, overtime pay, approval for off-campus (teaching) jobs, sabbatical leave, year-end bonus, performance bonus, and adjustments in salaries/pay. Faculty members who fail to pass the faculty evaluation shall be subject to the Regulations for Faculty Evaluation at I-Shou University, and those who get involved in the situation as stipulated in Subparagraph 3 of Article 22 in the Act Governing the Retirement, Bereavement Compensation, Discharge with Severance Pay Benefits for the Teaching and Other Staff of School Legal Persons and Their Respective Private School(s) may be given severance.

Article 13 Faculty members shall not hold any full-time position outside the University. Violators will be referred to the Committee, and the Committee will decide whether to dismiss the appointment or deny reappointment.

Faculty members are not allowed to hold any part-time (teaching) position outside the University without prior consent from the University. Part-time (teaching) positions

held by faculty members outside the University shall be handled in accordance with the Guidelines on Handling Part-time Teaching Jobs outside the Campus Taken by Teachers of I-Shou University and the Regulations on Handling Part-time Jobs outside the Campus of I-Shou University Taken by Teachers. Violators will be referred to the Committee, and the Committee will decide and mete out administrative disciplinary action under Article 18 of the Contract.

Article 14 Temporary transfer of faculty members shall be subject to the Guidelines for Temporary Transfer of Teachers at I-Shou University, and prior consent shall be obtained from the University. If such faculty members teach courses at the University without hourly pay during the period of temporary transfer, the length of teaching during the period will be counted. Failure to return to the original position at the end of the temporary transfer shall be considered a resignation.

Article 15 Faculty members who pursue further studies, conduct research or give lectures, whether at home or abroad, shall abide by the applicable regulations and rules of the University in respect of pursuing further studies, conducting research, and giving lectures abroad, respectively. Violators shall be subject to administrative disciplinary action under Article 18 of the Contract.

Article 16 When faculty members are commissioned to conduct research projects, contracts (or agreements) shall be entered into by organizations (or institutions) with the University instead of with the faculty members themselves. Faculty members are strictly prohibited from signing contracts (or agreements) with organizations (or institutions) without going through the administrative procedure.

When carrying out research projects, faculty members shall abide by the rules set up by the competent organization (or institution) as well as the applicable regulations and rules of the University. Any violation will constitute a serious breach of the Contract.

Article 17 Faculty members who are involved in any of the circumstances stated in Paragraph 1, Article 14 of the Teachers' Act shall be referred to the Committee for deliberation. The Committee will decide whether to dismiss or suspend the appointment or deny reappointment, and the final decision will be submitted to the Ministry of Education for ratification.

Article 18 In case of a violation of the Contract or failure to fulfill any of the obligations stipulated in Article 17 of the Teachers' Act, faculty members involved shall be referred to the Committee for deliberation. The administrative disciplinary action meted out by the Committee to such faculty members will vary depending on severity, including: prohibition against grade promotion, pay rate increase, faculty promotion, university grants, off-campus (teaching) positions, in-service studies/research while

holding the position and receiving salaries, overtime pay, or year-end bonus (or a reduction in year-end bonus) for a period of one year or longer.

Article 19 Faculty members who are found to have violated academic ethics shall be referred to the Committee for deliberation in accordance with the Regulations for Handling Faculty's Violations of the Accreditation Regulations Governing Teacher Qualifications at Institutions of Higher Education by I-Shou University, the Accreditation Regulations Governing Teacher Qualifications at Institutions of Higher Education, and the Principles for Handling the Teachers who violate the Regulations for the Screening of Qualification on Teachers of Junior Colleges and Higher Levels.

Article 20 Faculty members shall not develop intimate relationships that violate professional ethics with students under his/her instruction, guidance, training, evaluation, management, counseling, or when providing students with employment opportunities, and at the same time have respect for others' and their own right to sexual and body autonomy, and abide by the Gender Equity Education Act and the Act of Gender Equity in Employment. Violators will be referred to the Committee for deliberation, and the Committee will decide whether to dismiss or suspend the appointment or deny reappointment by following the administrative procedure stipulated by the Ministry of Education.

Article 21 Depending on actual needs of university administration, the University may electronically process and use the personal information provided by appointee faculty members, but only for non-commercial purposes.

Article 22 During the term of appointment, faculty members shall not withdraw from their duties without prior consent from the University. Faculty members who intend to resign before the expiration of appointment are not allowed to do so unless prior consent has been obtained from the University at least one month prior to leaving the University. For faculty members who resign before the first day of class, no salary will be paid from the date when a semester begins.

For faculty members who have withdrawn from their duties during the term of appointment without prior consent from the University, the University reserves the right to reclaim relevant grants and expenses arising (resulting) from duties not fulfilled by such faculty members. Alternatively, the University will reject the application for resignation.

Faculty members whose application for resignation has been rejected by the University are not allowed to leave the University. Faculty members will be considered absent from work without permission if they have not taught as scheduled and the application for leave of absence has not been completed. Faculty members

who are absent from work without permission for five consecutive working days or for an accumulation of seven working days shall be dismissed in accordance with the resolution adopted by the Committee.

Article 23 The University may deduct expenses arising from loss of items under the charge of or borrowed by faculty members or from any damage to them, as well as liabilities to the University, from their salaries and other allowances.

Article 24 For faculty members who will leave the University with prior consent from the University, a certificate of appointment termination will not be issued unless they have handed over duties to colleagues in charge, returned university-owned items, settled payables to the University, and completed the check-out process.

For faculty members who have withdrawn from their duties without prior consent from the University, facts on breach of contract will be stated on the certificate of appointment termination.

Article 25 Faculty members who violate Article 22 or 23 of the Contract shall pay the University punitive damages equal to two month's salary (the sum of base salary/seniority salary and bonus for academic research). Violators shall also be held liable for other damages to the University, if any.

Article 26 Any matter not mentioned herein shall be subject to the Act of Governing the Appointment of Educators and its enforcement rules, the Teachers' Act and its enforcement rules, the University Act and its enforcement rules, and the applicable regulations and rules of the University.

Article 27 The Contract shall apply mutatis mutandis to the project faculty recruited by the University.

Article 28 The University and appointee faculty members agree that the Taiwan Kaohsiung District Court shall be the court of first instance in respect of any disputes or differences arising out of or relating to the Contract.

Article 29 The Contract becomes effective on the third day of promulgation after being adopted by the University-level Teacher Review Committee and the University Council and ratified by the President. The Contract becomes effective upon initial appointment or reappointment of faculty members.

Note: In the event of any disputes or misunderstanding as to the interpretation of the language or terms of the Contract, the Chinese language version shall prevail.