

Contract of Appointment for Part-time Faculty at I-Shou University

Ratified and promulgated by the President on July 11, 2014

Amendments to the Contract of Appointment ratified and promulgated by the President on April 16, 2018

- I. Part-time faculty members shall teach at I-Shou University (hereinafter referred to as “the University”) in accordance with the terms and conditions of the Contract of Appointment for Part-time Faculty at I-Shou University (hereinafter referred to as “the Contract of Appointment”). If a part-time faculty member declines to accept the appointment, he/she shall return the Letter of Appointment to the Office of Human Resources (hereinafter referred to as “the Office”) of the University in person or via post.
- II. The term of appointment of part-time faculty members is calculated on a semester basis. A part-time faculty member shall not be appointed unless he/she is able to teach two hours or more per week at the University. If a part-time faculty member has been appointed by the University, but his/her course has to be cancelled because the minimum enrollment requirement is not met, thereby leading to the need for the aforesaid appointment no longer existing, the Office of Academic Affairs shall obtain written consent from the President by following the administrative procedure, and then the University terminates the appointment before the approved term expires by providing a written explanation.
Should a part-time faculty member have failed the teaching survey and do not meet the special condition as stipulated in Paragraph 3 of Article 3 in the Regulations for the Recruitment and Appointment of Part-time Faculty Members at I-Shou University, the University shall deny reappointment to the part-time faculty member after the Office of Academic Affairs has put in a written request, had the recruiting unit countersign the request, and finally obtained written consent from the President by following the administrative procedure.
- III. The salary of part-time faculty members shall be calculated on an hourly basis pursuant to the hourly rate standard for part-time faculty members of public universities promulgated by the Ministry of Education and the Regulations for Calculation of Teaching Hours and Hourly Pay Rate for Faculty Members at I-Shou University. Eighteen weeks constitute one semester, and the salary will be paid on a monthly basis during the period of his/her teaching at the University.
If a part-time faculty member doesn't teach as scheduled due to work and school being called off because of natural disasters or due to national holidays, the University shall still calculate and give the hourly pay.

The salary as referred to in Paragraph 1 is the remuneration paid to a part-time faculty member in return for a series of teaching activities he/she undertakes, including designing the course syllabus, producing teaching materials, giving lectures, marking students' assignments and tests, and answering students' questions about the course.

IV. Any teaching activities undertaken by part-time faculty members shall be subject to the Regulations for Faculty Teaching at I-Shou University.

V. Affairs in connection with the leave taken by part-time faculty members shall be subject to both Article 3 of the Rules Governing Teachers' Leave and the Regulations Governing the Employment of Part-time Teachers at Institutions of Higher Education promulgated by the Ministry of Education.

If a part-time faculty member applies for leave while teaching at the University by following the laws mentioned in the preceding paragraph, the University shall still give him/her the hourly pay, and at the same time bear the cost of making up the class(es) or the hourly pay for a substitute teacher(s). Notwithstanding the foregoing, if the number of hours of sick leave granted to a part-time faculty member as stipulated by the laws mentioned in the preceding paragraph has been used up, he/she shall take personal leave instead. When the sum of hours of personal leave and family care leave taken by a part-time faculty member exceeds the maximum allowed number as stipulated by the laws mentioned in the preceding paragraph, he/she shall not receive any hourly pay.

Affairs in connection with course rescheduling, make-up classes, and substitute teachers as a result of part-time faculty members' taking leave shall be subject to the regulations and rules of the University applicable to their full-time counterparts.

VI. If a part-time faculty member holds the necessary qualifications as stipulated in the Labor Insurance Act, the Employment Insurance Act, and/or the National Health Insurance Act, the University is obligated to help him/her obtain the Labor Insurance, the Employment Insurance, and/or the National Health Insurance valid for the period of his/her appointment. The procedure for application for and withdrawal from any of the insurance programs mentioned above shall be subject to the rules set forth by respective competent authorities.

As for non-tenured part-time faculty members who hold the necessary qualifications as stipulated in the Labor Pension Act and meet the requirements as stipulated in Paragraph 2 of Article 12 in the Regulations Governing the Employment of Part-time Teachers at Institutions of Higher Education, the University is obligated to contribute a certain amount of labor pension on a monthly basis during the valid period of their appointment.

When the appointment of a part-time faculty member is terminated under any of the circumstances as stipulated in Provision II of the Contract of Appointment, and the hourly pay to be given by the University is insufficient to cover self-supported premiums for the Labor

Insurance, the National Health Insurance, and the labor pension scheme, the Office of Human Resources shall calculate the amount payable and then request the recruiting unit to notify the part-time faculty member of payment. The part-time faculty member shall, within ten days of the following day of receiving the notification, pay the amount payable at the Cashier Section of the Office of General Affairs. If he/she fails to pay the amount payable by the deadline, the recruiting unit is responsible for reclaiming the amount payable on behalf of the University.

VII. Part-time faculty members who meet the requirements as stipulated in Articles 14 and 15 of the Regulations for the Recruitment and Appointment of Part-time Faculty Members at I-Shou University may apply for teacher qualifications accreditation by following the administrative procedure established by the University. Those who pass the accreditation will be awarded the Teacher Certificate.

VIII. Part-time faculty members shall respect academic ethics and safeguard academic integrity. In case of a violation, the Regulations for Handling Faculty's Violations of the Accreditation Regulations Governing Teacher Qualifications at Institutions of Higher Education by I-Shou University apply *mutatis mutandis* to the part-time faculty members involved.

IX. Part-time faculty members shall not develop intimate relationships that violate professional ethics codes with students under his/her instruction, guidance, training, evaluation, management, counseling, or when providing students with employment opportunities. Should a part-time faculty member find a teacher-student relationship might violate professional ethics codes, he/she shall take the initiative to avoid further interaction with the student or report to the University for handling.

Part-time faculty members shall have respect for others' and their own right to sexual and body autonomy, avoid uncomfortable courting, and abide by gender equity laws.

X. Should it be verified that a part-time faculty member gets involved in one of the circumstances as stated in Paragraph 1 of Article 5 in the Regulations Governing the Employment of Part-time Teachers at Institutions of Higher Education during the valid period of his/her appointment, his/her appointment shall be terminated in writing after the proposal for termination has been approved by the competent department-level Teacher Review Committee and written consent from the President has been obtained by following the administrative procedure.

Should a part-time faculty member be involved in the circumstance as stated in Subparagraph 8 or 9 of Paragraph 1 of Article 5 in the Regulations Governing the Employment of Part-time Teachers at Institutions of Higher Education, the University shall, within one month of becoming aware of his/her involvement and after the competent Teacher Review Committee has reviewed the case and given approval, suspend his/her appointment and wait for the investigation result. If the investigation conducted by the Committee of Gender Equity

Education of the University shows that the circumstance did occur, his/her appointment shall be terminated in writing after written consent from the President has been obtained by following the administrative procedure.

Should an applicant for a part-time teaching position be involved in one of the circumstances as stated in Subparagraphs 1-13 of Paragraph 1 of Article 5 in the Regulations Governing the Employment of Part-time Teachers at Institutions of Higher Education, he/she shall in no circumstances be recruited and appointed as a part-time faculty member; if he/she has already been recruited and appointed as a part-time faculty member by the University, the University shall terminate his/her appointment. Should a part-time faculty member be involved in the circumstance as stated in Subparagraph 14 of Paragraph 1 of Article 5 in the Regulations Governing the Employment of Part-time Teachers at Institutions of Higher Education, the University shall determine a period of between one and four years, during which he/she shall not be reappointed as a faculty member.

- XI. Part-time faculty members may put forward an appeal pursuant to the Regulations for the Organization of Faculty Appeal and Arbitration Committee and the Arbitration of Faculty Appeals at I-Shou University if they believe that an administrative action made by the University, including the termination of the appointment, the suspension of the appointment, the salary, the leave, and the pension, is illegal or inappropriate, leading to the infringement or loss of their rights and interests.
- XII. Any matter not mentioned herein shall be subject to the Regulations Governing the Employment of Part-time Teachers at Institutions of Higher Education and other applicable laws of the Ministry of Education as well as the applicable regulations and rules of the University.
- XIII. The Contract of Appointment becomes effective after being adopted by the University-level Teacher Review Committee and ratified by the President. The same procedure applies to any amendment to the Contract of Appointment.

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