

National Kaohsiung University of Science and Technology

Directions for the Appointment of Foreign Non-tenure-track Faculty Member Using the University Endowment Fund

Reviewed and approved by the 2nd University Endowment Fund Management Committee Meeting of the 2021 Academic

Year on December 2, 2021

Revised and Passed by the 1st University Endowment Fund Management Committee Meeting of the 2022 Academic Year on

September 21, 2022

I. National Kaohsiung University of Science and Technology (hereinafter “the University”) stipulates the Directions for the Appointment of Foreign Non-tenure-track Faculty Member Using the University Endowment Fund (hereafter “the Directions”) in accordance with the Principles for Appointing Foreign Non-tenure-track Faculty Member in Colleges or Above (hereafter “the Principles”) for the purpose of recruiting exceptional and outstanding foreign non-tenure-track faculty member with great teaching, research, and development potential.

II. The foreign non-tenure-track faculty member appointed using the university endowment fund (hereafter “foreign non-tenure-track faculty member”) referred to in the Directions are full-time teaching personnel who are not within the current establishment of the University, have foreign nationalities, provide all-English courses (including academic research), and are employed by the University with self-raised incomes (or using project funds granted by ministries/councils in support of the recruitment of talented teachers and the improvement of teacher structure) as specified in Article 3 of the Regulations for the Management and Supervision of the National University Endowment Fund.

III. The appointment of a foreign non-tenure-track faculty member shall be conducted in accordance with the principles of fairness, impartiality, and openness, and the foreign non-tenure-track faculty member appointed shall comply with the following requirements:

(I) Be equipped with the knowledge and skills required for the performance of the job as well as teaching, research, and development potential.

(II) Are not involved in circumstances set out in Article 14 (1), in Article 15 (1) of the Teachers’ Act and therefore be subject to suspension of appointment for a period of one to four years, or in Article 18 (1) of the Teachers’ Act and therefore be subject to the suspension of appointment for a period of six months to three years.

IV. Each academic unit shall meet one of the following criteria for the appointment of a foreign non-tenure-track faculty member and shall fill out an application for the appointment of teaching

personnel using the national university endowment fund, and submit the application to the administrative procedure to be approved by the President before the selection and appointment of a foreign non-tenure-track faculty member:

(I) The academic unit requires at least six courses to be taught all in English.

(II) The academic unit is approved to support whole-school or cross-disciplinary all-English courses.

If the proposed foreign non-tenure-track faculty member is able to meet the needs of foreign students for the international teaching environment and bring in foreign teaching resources and collaborators, they may be selected at the discretion of each academic unit.

The number of foreign non-tenure-track faculty members appointed by academic units at all levels shall be 10% of the total number of full-time teachers within the current establishment of all colleges, without restriction by the regulations governing the control of teacher headcounts.

V. The selection and appointment of foreign non-tenure-track faculty members are regulated as follows:

(I) Procedure of appointment: The procedure shall be conducted based on the Guidelines for the Employment of Full-time Teachers of the University and comply with the Act for the Recruitment and Employment of Foreign Professionals. The work permits shall be applied by the appointment unit in accordance with the Regulations Governing Educational Institutions at All Levels Applying for Work Permits for Foreign Teachers and their Administration.

(II) Verification of foreign credentials: For those who apply for the review of teaching qualification with foreign degrees or diplomas, the qualification of their degrees or diplomas, schools of graduation, programs of study, and periods of study and whether or not they are recognized shall be determined in accordance with Regulations Governing the Assessment and Recognition of Foreign Academic Records by Institutions of Higher Education, Regulations Governing the Assessment and Recognition of Academic Records for Mainland Area, and Regulations Governing the Examination and Recognition of Educational Records from Hong Kong and Macao.

(III) Term of appointment: The term of appointment is two years in principle and four years the maximum. Upon the completion of the four-year term, those who are approved by the project for teaching needs or special reasons are no longer subject to the four-year term limitation.

(IV) Salary raise: Each college shall establish its own assessment standards. For every year of service, the appointment unit will raise the basic salary (seniority salary) of those who pass the assessment by one rank up to the highest rank of the positions they serve, and the appointment will be renewed at the end of the term within the project period. For those who do not pass the

assessment and fail to make improvements within the required time period, the appointment unit will terminate the contract or not renew the contract.

The assessment standards established by each college in accordance with Paragraph IV shall be specific in terms of the teaching and research performance that foreign non-tenure-track faculty members are required to fulfill. The assessment standards shall also be reviewed and passed during college affairs meetings and submitted to the President for approval before implementation.

VI. If foreign non-tenure-track faculty members appointed in accordance with the Directions intend to apply for a full-time teaching position within the current establishment, their application shall be reexamined in accordance with the new teacher appointment procedure.

VII. The basic teaching hours of foreign non-tenure-track faculty members appointed in accordance with the Directions shall be the same as those of full-time teachers within the establishment and may be deducted in accordance with the regulations of the University.

For those who fail to meet the requirement of basic teaching hours for two consecutive semesters or three accumulative semesters within their terms of appointment, the appointment unit will unconditionally terminate the contract or not renew the contract at the end of the semester.

VIII. The terms of appointment, terminations of contracts, suspensions of the execution of contracts, teaching hours, leaves, salaries, salary increases, bonuses, benefits, pensions, insurance, relief payments, and other rights and obligations of foreign non-tenure-track faculty members appointed in accordance with the Directions shall be specified in the contract with the University (see the appendix).

IX. For foreign non-tenure-track faculty members who have been appointed (including re-appointed) in accordance with the Implementation Regulations for the Employment of Non-tenure-track Faculty Member Using National University Endowment Fund prior to the implementation of the Directions, the appointment unit may renew the contract with them only if they pass the assessment standards established by the appointment unit itself as mentioned in V (IV) at the end of their term of employment.

X. Matters not covered by the Directions shall be handled in accordance with the Implementation Regulations for the Employment of Non-tenure-track Faculty Member Using National University Endowment Fund.

XI. The Directions have been approved by administrative meetings and the University Endowment

Fund Management Committee and ratified by the President prior to the implementation. The same shall apply to all amendments to the Directions.

National Kaohsiung University of Science and Technology
Contract for Foreign Non-tenure-track Faculty Member Appointed Using
the University Endowment Fund

Approved by the 2nd University Endowment Fund Management Committee Meeting of the 2021 Academic Year on December 2, 2021

Approved by the 5th University Endowment Fund Management Committee Meeting of the 2022 Academic Year on June 8, 2022

Approved by the 1st University Endowment Fund Management Committee Meeting of the 2022 Academic Year on September 21, 2022

National Kaohsiung University of Science and Technology (hereinafter referred to as “Party A”) and the contractor _____ (hereinafter referred to as “Party B”) both agree to enter into this contract under the terms and conditions set out below for their mutual observance:

I. Term of Appointment:

Party A employs Part B as a foreign non-tenure-track faculty member 【rank _____】 of _____ (employing unit) from MM/DD/YYYY to MM/DD/YYYY.

II. Salary:

(I) The remuneration of Party B shall be based on the rank of appointment and shall start from the lowest rank of remuneration in line with full-time teachers within the establishment at the same rank. Except for years of service spent as a Non-tenure-track Faculty Member for Party A (including the former National Kaohsiung University of Applied Sciences, the former National Kaohsiung First University of Science and Technology, and the former National Kaohsiung Marine University), which can be taken into the calculation of remuneration in accordance with the regulations for full-time teachers within the establishment, relevant years of service shall not be taken into the calculation of remuneration for the time being.

(II) For every year of service completed by Party B, Party A will raise the basic salary (seniority salary) of Party B by one rank up to the highest rank of the position Party B serves shall Party B pass the assessment.

(III) Party B will receive the remuneration on the date specified in the general payment system of the University.

III. Description of Job:

(I) Party B shall perform teaching, service, counseling, and research works as required

or other related works as assigned by the University. Party B shall also be subject to the supervision, assessment, evaluation, and appraisal of the employing unit.

(II) Each academic unit may stipulate complementary measures in accordance with its individual needs and include them as an annex to the appointment contract. Matters not covered shall be handled in accordance with the related laws and regulations.

(III) Party A may adjust or alter the job content or location of Party B shall it be necessary for the performance of the job.

V. Reappointment:

(I) Party A will renew the contract within the project term shall Party B pass the assessment of service outcome during his / her term of appointment.

(II) The appointment unit of Party A shall notify Party B one month prior to the completion of the term of appointment shall the appointment unit decide not to renew the contract.

V. Basic Teaching Hours:

Same as the basic teaching hours of full-time teachers within the establishment, the overtime hours (including teaching hours of off-campus part-time jobs), payment for teaching hours, and the deduction of teaching hours shall be handled in accordance with the related rules and regulations of the University.

VI. Leaves, benefits, bonuses, pensions, insurance, relief payments, and other entitlement are regulated as follows:

(I) Leaves: In accordance with the regulations for full-time teachers within the establishment.

(II) Benefits: In accordance with the regulations for staff appointed using the university endowment fund.

(III) Bonuses: Regulations for awarding year-end bonuses to foreign non-tenure-track faculty members will be the same as those for full-time teachers within the establishment. In regards to other bonuses, relevant regulations of this University will apply.

(IV) Pensions: Party A shall deposit a certain portion of the remuneration of Party B in his / her pension account in accordance with the maximum allowable pension fund deposit percentage listed in Article 7, Paragraph 2 and Article 14, Paragraph 2 of the Labor Pension Act. If Party B does not meet the descriptions specified in said articles, Party A shall contribute a certain portion of the remuneration of Party B to his / her separation fund in accordance with the Regulations for Separation Fund Payment for Government Organization or School Employees. The aforementioned amount

voluntarily deposited or contributed by Party B in pension (separation fund) will be deducted by Party A from the remuneration of Party B.

(V) Insurance: Shall Party B qualify for insurance under the Labor Insurance Act and National Health Insurance Act, Party A shall enroll Party B in the insurance program upon arrival at the post of Party B and withdraw Party B from the insurance program upon the termination of the term of resignation.

(VI) Relief Payments: For Party B who is not reappointed at the end of his / her appointment term, relief payment will be awarded unless Party B resigns voluntarily or if Party A appoints Party B as a full-time teacher within the establishment. Party A shall award Party B relief payment based on his / her uninterrupted years of service. Half of Party B's average monthly salary is awarded for each full year of service. If Party B has not worked for a full year, his / her relief payment will be calculated proportionally. Party B's maximum relief payment is six months of his / her average salary.

(VII) Concurrent Part-time Teaching / Job: In accordance with the regulations for full-time teachers within the establishment.

VII. If Party B undertakes commissioned / subsidized research projects, he / she shall have the contracts signed by Party A. If the contracts cannot be signed by Party A, he / she shall still obtain permission in accordance with the administrative procedures of Party A.

VIII. The appointment of Party B is not subject to such regulations for full-time teachers as position retention without pay (except for cases due to parental leave), leave of absence for research, study and research abroad, retirement pensions, living allowance, and child education subsidies. In accordance with Lao-dong-yi-zih No. 0970130317 of the Ministry of Labor on June 23, 2008, this appointment contract is not subject to the Labor Standards Act.

IX. Party B shall comply with the Gender Equality Education Act, Act of Gender Equality in Employment, Sexual Harassment Prevention Act, Regulations on the Prevention and Handling of Sexual Assault, and Sexual Harassment, or Sexual Bullying on Campus, as well as the Regulations for the Prevention of Sexual Assault, Sexual Harassment, or Sexual Bullying on Campus and the Guidelines for the Prevention of Sexual Harassment and Disciplinary Measures for Teaching Personnel of the University.

Party B shall not engage in sex- or gender-related interpersonal interactions that violate professional ethics when teaching, mentoring, training, evaluating, managing, counseling students, or providing students with work opportunities.

Shall Party B identify that his / her relationship with students may violate professional ethics, he / she shall avoid such interaction or report to the University for handling.

Party B shall respect the sexual or physical autonomy of others and his / herself. Party

B shall avoid inappropriate romantic pursuits and shall not resort to compulsory or violent means when handling sex- or gender-related conflicts.

IX – 1. Party B shall demonstrate the virtues of being ready to help others and respecting others when conducting teaching activities, fulfilling their duties, and engaging in interpersonal interactions on and off campus. Classmates, teachers, students' parents, classes, and schools shall work together to prevent school bullying.

Party B shall, through their daily teaching, encourage and teach students how to communicate rationally, actively help others, and manage interpersonal relationships to cultivate students' sense of responsibility, self-esteem, and respect for one another. Party B shall help students learn to build their self-image, be true to themselves, and think positively.

Party B shall actively provide assistance and counseling to students who have been bullied, who have bullied others, or who have the tendency to bully others. Party B shall care for, and have an in-depth understanding of, said students' learning situations, interpersonal relationships, and family lives.

Party B shall, through positive counseling and discipline, inspire students to develop a sense of justice, honor, helpfulness, sense of caring, acts of caring, and empathy to eliminate the occurrence of school bullying. Party B shall take the initiative to care for, observe, and assess the interpersonal interactions among students and provide guidance accordingly. When necessary, Party B shall notify the University's bullying prevention response team about cases of bullying. Also, Party B shall promote school bullying prevention awareness to avoid such behavior from inducing bullying incidents or negatively affecting the University's bullying prevention operations.

X. Advance Notice of Resignation:

During the valid period of the contract, Party B shall not resign without any legitimate reasons and shall submit a resignation letter in written form one month prior to the effective date of resignation. After approval, Party B shall complete the exit formalities in accordance with the regulations of Party A before officially resigning from the post. Should Party B leave the post in violation of the contract, he / she shall pay Party A an amount equal to two months of his / her remuneration as a form of punitive damage. Failure to pay in accordance with the contract shall be recorded on the proof of resignation, and the punitive damage will be recovered in accordance with the laws.

XI. Termination of Contract

- (I) This contract may be terminated at any time by the mutual consent of both parties.
- (II) If Party B is involved with the circumstances described in Article 6, Paragraph 1, Subparagraphs 1-6 of the Principles for Appointing Foreign Non-tenure-track Faculty

Member in Colleges or Above (hereafter referred to as “the Principles”), his / her contract will be terminated and no reviews from teacher evaluation committees at all levels will be required.

(III) If Party B is involved with the circumstances described in Article 6, Paragraph 1, Subparagraphs 7-13 of the Principles, his / her contract will be terminated upon the reviews and approvals of teacher evaluation committees at all levels. The number of members to attend the teacher evaluation committee meetings and pass a resolution is governed by Article 6, Paragraph 3 of the Principles.

(IV) Should Party B be involved in circumstances described in Article 7 of the Principles during the term of his / her contract, there will be a suspension of the execution of the contract.

(V) The suspension of the execution of Party B’s contract shall be handled in accordance with Article 8 of the Principles. Except for when the regulation specified in Article 8, Paragraph 1 applies, relevant matters shall be reviewed and approved by the teacher evaluation committees on campus as well as at all levels. The suspension period of Party B’s contract shall not be beyond the valid period of the contract.

(VI) Concerning the salaries to be paid to non-tenure-track faculty members when their contracts are being suspended, the matter will be handled in accordance with Article 9 of the Principles.

(VII) Should both parties agree that the contract will automatically terminate upon the completion of the expiry of the contract, Party B shall have no claims against Party A.

(VIII) Should Party B fail the annual assessment, Party A will terminate the contract or not reappoint Party B.

(IX) Should Party B fail to meet the requirement of basic teaching hours for two consecutive semesters or three cumulative semesters within his / her term of appointment, Party A will unconditionally terminate the contract or not reappoint Party B at the end of the semester.

(X) Upon the termination of the contract, Party B shall complete the exit formalities in accordance with the regulations of Party A and transfer duties and school property under his / her management. Should Party B fail to complete the procedure and transfer, Party A is entitled to suspend related benefits and take legal actions depending on the severity of the case.

XII. The rights and obligations of both parties shall be governed by the contract. Matters not covered by the contract shall be governed by the Directions for the Appointment of Foreign Non-tenure-track Faculty Member Using the University Endowment Fund, the Implementation Regulations for the Employment of Non-tenure-track Faculty Member Using the University Endowment Fund, and the related laws and regulations.

XIII. Party B shall not reject a different contract should it be necessary as a result of the merger of academic units and the specification of the merger.

The terms and conditions of the contract are severable; if any one of them is held to be invalid or unenforceable by any court of competent jurisdiction, the other terms and conditions of the contract shall not be affected by such determination of invalidity or unenforceability.

XIV. Handling of Disputes over the Contract

The interpretation and enforcement of the contract shall be governed by the laws of the Republic of China. Should Party A and Party B have any disputes over the execution of the contract, they agree to designate the labor administration authority in their location of service as the mediator and designate Taiwan Kaohsiung District Court as the place for litigation.

XV. This contract is in triplicate. Party B will hold one copy, and the rest will be held by the appointing unit and the Personnel Office of Party A.

Contractor:

Party A: National Kaohsiung University of Science and Technology (Stamp)

Representative: (Signature & Stamp)

Address: No. 415, Jiangong Road, Sanmin District, Kaohsiung City

Party B: (Signature & Stamp)

Address:

National ID No. / Passport No.:

DD / MM / YYYY