

## **Appendix I - STATEMENT OF WORK**

In fulfillment of the Memorandum of Understanding on Educational Cooperation between the Taipei Economic Cultural Representative Office in the United States (TECRO) and the American Institute in Taiwan (AIT), TECRO and AIT, in coordination with their Designated Representatives, the Bureau of International Cultural and Educational Relations, Ministry of Education and the International Institute, Graduate School of United States Department Agriculture, respectively, hereby agree to the following set of responsibilities to recruit certified teachers (hereinafter referred to as “Teachers”) to teach English in the territory of the authorities represented by TECRO:

1. TECRO, through its Designated Representative, in cooperation with AIT’s Designated Representative, shall assist Schools in the territory of the authorities represented by TECRO (hereinafter referred to as “the Schools”) in placing a number of certified teachers to teach English.
2. The Teachers shall be considered visiting teachers and their participation in the educational system in the territory of the authorities represented by TECRO shall be accomplished according to the provisions of the above referenced Memorandum of Understanding.
3. The Teachers shall serve as teachers in the Schools. They shall be employed by the Schools for one academic year.
4. Qualifications of the above-noted teachers:
  - 4.1 All Teachers recruited and selected hereunder by AIT, through its Designated Representative, shall meet the following qualifications:
    - 4.1.1 Having completed a university degree program, holding at least a bachelor degree, and qualified as a certified teacher by State Education Authorities in the territory of the authorities represented by AIT for teaching Grades 1-6 or teaching English in Grades 7-9 (a degree diploma and a teacher certificate or teacher qualification relevant certificates).
    - 4.1.2 Being physically and mentally healthy and after getting receipt of AIT’s Designated Representative’s notice of acceptance, having good health as qualified by relevant health examinations (evidenced by the health examination certificate(s) made in the reference format as shown in Appendix 1 hereof and issued within the past three (3) months by public and/or private hospital(s) acceptable to the health authority of the territory of the authorities represented by AIT with signature of the physician(s) accompanied by the Chinese translation). The applicant should fund the translation by a certified translator, whose name, address, and phone number should appear on the document. The applicant should sign the privacy disclaimer prior to submitting the health form to the program. The health examination certificate(s) shall include the results of the following examinations: a general physical examination (including mental status check), a tuberculosis X-ray examination, and a human

immunogenic virus antibody shortage check (HIV antibody deficiency check). AIT through its Designated Representative shall ensure hand over the preceding qualified health examinations to TECRO's Designated Representative.

- 4.1.3 Having never been convicted of a criminal offense by any court in the territory of the authorities represented by AIT (a valid criminal record check by to the competent authority of the territory of the authorities represented by AIT shall be provided after getting receipt of AIT's Designated Representative's notice of acceptance). AIT's Designated Representative shall ensure the transmittal of the preceding criminal record checks to TECRO's Designated Representative.
- 4.1.4 Being competent in daily and interpersonal communication skills, as well as demonstrating intercultural competence.
- 4.1.5 Being understanding and respectful of the local culture, good at inter-cultural communication, and committing himself/herself to abide by the laws and regulations applicable in the territory of the authorities represented by TECRO.
- 4.1.6 Being articulate and having good pronunciation of standard English necessary for teaching English.
- 4.1.7 Preferably having experience in teaching English as his/her native language or teaching English as a second language.
- 4.2 English Teachers as qualified under Article 4.1 in the territory of the authorities represented by AIT, who shall be employed as English teachers at the elementary school or junior high school in the territory of the authorities represented by TECRO will serve for at least three (3) months thereafter. Selected exchangees are required to attend all Ministry of Education orientation meetings and workshops.

## 5. TECRO Responsibilities:

- 5.1 TECRO through its Designated Representative shall ensure that the schools provide an employment contract for each Teacher to establish the terms of employment for the Teachers in the territory of the authorities represented by TECRO.
- 5.2 TECRO through its Designated Representative shall provide each Teacher with a round-trip economy class airline ticket departing from the territory of the authorities represented by AIT and arriving in the territory of the authorities represented by TECRO. Likewise, spouses of the Teachers coming to the territory of the authorities represented by TECRO shall also be provided with the same. Costs for children will not be covered by TECRO through its Designated Representative; all costs for children are the private responsibility of the selected exchangee. The exchangee must demonstrate to the program that spouse and children are

covered by health insurance. TECRO shall reimburse AIT for the cost of the airfare plus ticketing fees upon receipt of properly documented invoices including the names of Teachers, places of departure and cost of airline tickets.

5.3 TECRO through its Designated Representative shall ensure that the schools provide either a dormitory residence or a housing allowance at the rate of NT\$5,000 per month for a single Teacher and NT\$10,000 per month for a family. For those Teachers who are not living in a dormitory, TECRO and its Designated Representative shall also ensure that the schools assist them in finding safe, appropriate housing.

5.4 TECRO through its Designated Representative shall ensure that the schools provide Teachers with health care benefits; including 70% of health insurance, and 80% of labor insurance.

5.5 TECRO through its Designated Representative shall provide Teachers with a monthly salary according to the following rate schedule and dependent upon teaching experience:

Holders of doctoral degrees: NT\$70,895-88,755

Holders of master's degrees: NT\$67,925-84,290

Holders of bachelor's degrees: NT\$60,890-75,770

5.6 TECRO through its Designated Representative shall provide a bonus for Teachers who have one academic year of teaching experience in the territory of the authorities represented by TECRO. To those Teachers whose annual performance is graded A, TECRO through its Designated Representative shall grant an extra month's pay as bonus. To those Teachers whose annual performance is graded B, TECRO through its Designated Representative shall grant an extra ½ month's pay as bonus.

5.7 TECRO through its Designated Representative shall identify and place Teachers in elementary or middle schools in the territory of the authorities represented by TECRO.

5.8 TECRO through its Designated Representative shall provide the necessary training for the initial and continuing professional development of the Teachers.

5.9 TECRO through its Designated Representative shall deliver Employment Contracts to AIT's Designated Representative for distribution to the Teachers prior to their traveling to the territory of the authorities represented by TECRO.

5.10 TECRO through its Designated Representative, prior to the Teachers' departures from the territory of the authorities represented by AIT, shall communicate and ensure payment schedule of salary, housing and insurance to Teachers according to their Employment Contracts respectively.

5.11 TECRO shall ensure that its Cultural Division assists Teachers in obtaining visas that shall allow them to live and work in the territory of the authorities represented by TECRO for the period of their Employment Contracts.

## 6. Joint responsibilities:

6.1 AIT through its Designated Representative shall assist TECRO through its Designated Representative in recruiting the number of Teachers that shall be provided. Such assistance shall include promotion of the Teaching program and initial screening of applicants to select

only those Teachers who possess the necessary requirements to work as teachers in the territory of the authorities represented by TECRO. AIT through its Designated Representative shall, as scheduled, publicize the relevant requirements through the established communication channels and post relevant information on the web-site of AIT's Designated Representative. The recruitment requirements shall be publicized for no less than seven (7) days.

- 6.2 The Teachers shall be finally selected by TECRO's Cultural Division, AIT through its Designated Representative shall contract with an external selection committee which shall forward recommended applicants to the Cultural Division. The external selection committee shall be comprised of scholars and educators not employed by the Parties' Designated Representatives.
- 6.3 The Parties through their Designated Representatives shall complete the recruitment and selection for Teachers in accordance with this agreement prior to May 31<sup>st</sup>, 2009 respectively, and shall, within one week thereafter, submit a list of Teachers so selected (including name, gender, age, height, nationality, highest degree obtained and etc., the reference list format as shown in Appendix 2), their basic documents (including 2 copies of 2-inch photos, resume, copies of their passport, diploma, teacher certificate or teacher qualifications) and other relevant documents required for final review by TECRO's Designated Representatives.
- 6.4 AIT through its Designated Representative shall cooperate with TECRO's Designated Representative on the initial and continuing professional development of the Teachers.
- 6.5 AIT through its Designated Representative shall provide assistance in the signing of the Employment Contracts between the Teachers and the Schools designated by the TECRO's Designated Representative, including acting as the liaison between TECRO's Designated Representative (including the Schools designated by TECRO's Designated Representative) and the Teachers and delivering the Employment Contracts to the Teachers for signing.
- 6.6 TECRO's Designated Representative shall assist in informing the Teachers of the documentation required for obtaining a work permit.
- 6.7 AIT through its Designated Representative shall be responsible for the purchase of one-way non-stop economy class airfare from the territory of the authorities represented by AIT to the territory of the authorities represented by TECRO for the Teachers and their spouses and AIT's Designated Representative shall provide a properly documented invoice for this expense to TECRO through AIT for reimbursement. TECRO through its Designated Representative shall ensure that the Schools purchase airfare for the Teachers' return to the territory of the authorities represented by AIT.

## 7. Payment Obligations

- 7.1 The Parties, through their Designated Representatives, will jointly agree in writing on a recruitment goal and a program budget at least six months prior to the beginning of the

program cycle. TECRO shall pay AIT a budget fee of US\$110,389 within one (1) month after receipt of the documents and for application for advances from AIT. Should this recruitment goal not be reached, AIT through its Designated Representative will reduce its administrative fee by half the percentage of un-recruited candidates.

- 7.2 AIT shall provide TECRO with evidentiary receipts and payment vouchers (or the air-tickets purchase receipts and/or certificates plus applicable taxes on the ticket and ticketing fees) in the course of assisting the Teachers in the purchase of economy air-tickets for them and a reference list (indicating therein all relevant basic information such as the names of Teachers, places of departure, amount of air-ticket prices, name of airline companies, flight numbers etc.). TECRO shall pay AIT for the airplane tickets and related fees within one (1) month after receiving the aforesaid air-ticket purchase supporting documents and the reference list and having collected from the Teachers all the air-ticket stubs.