

Paderborn University,
represented by the President,

and

(Student Assistant)

born on

hereby conclude
the following

EMPLOYMENT CONTRACT

1

In accordance with the currently valid guidelines for the employment and remuneration of research and student assistants at Paderborn University, the Assistant shall be employed / further employed as a student assistant

	from	to	at – hours per week	as a Tutor	in the faculty / department / unit
a)			XX	<input type="checkbox"/>	
b)				<input type="checkbox"/>	
c)				<input type="checkbox"/>	

The place of employment is Paderborn.

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- (1) The employment duties of the Assistant will be defined in detail by the university instructor/lecturer, the independent instructor with teaching duties, or the academic staff member to whom the Assistant is assigned.
- (2) The Assistant is obligated to perform his/her employment duties conscientiously and to uphold the German Basic Law (Grundgesetz) and laws of the Federal Republic of Germany. By signing the employment contract, the Assistant declares that he/she endorses and agrees with the principles of the free democratic basic order as laid down in the German Basic Law and upholds and defends the German constitution.
- (3) If, as stated in Section 1 of this contract, this is a tutoring job within the meaning of No. 11 in conjunction with No. 2 f) of the guidelines for the employment and remuneration of research and student assistants at Paderborn University, the tutoring duties will be performed under the supervision of university instructors who are under the obligation to provide professional guidance and bear responsibility in this regard.

The tutor is required to adequately prepare for performing the duties assigned to him/her.

The tutor shall prepare a written report on his/her work each semester following the end of the tutorial, which must be submitted to the faculty through the university instructors.

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- (1) The assistant shall be paid a fixed amount for the duration of the employment contract in accordance with the aforementioned guidelines. The current remuneration per hour for the average weekly period of employment is 10.00 EUR. The monthly fixed amount is calculated by multiplying the hourly rate by the average number of working hours per week (see Section 1) and the factor 4.348. An annual bonus ("Christmas bonus") is included in the hourly rate on a pro rata basis.
- (2) Continued payment in the case of illness shall be subject to the provisions of the German Continued Payment of Remuneration Act (Entgeltfortzahlungsgesetz). Accordingly, if incapacity to work due to illness prevents the Assistant from performing his/her duties through no fault of his/her own, the Assistant shall be entitled to continued payment for the duration of the period of incapacity to work for up to six weeks, but not extending beyond the end of his/her employment contract. (Section 3 Entgeltfortzahlungsgesetz)

- (3) A doctor's certificate confirming the incapacity for work must be submitted no later than the fourth day of absence from work due to illness or an accident. Upon request by the university instructor, the Assistant may be required to submit a certificate of incapacity for work starting on the first day of absence. (Section 5 Entgeltfortzahlungsgesetz)
- (4) If any further paid employment is undertaken, it must be reported in accordance with the State Collective Salary Agreement for Public Sector Employees (TV-L).

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- (1) The employment contract is subject to the currently valid provisions for civil servants regarding confidentiality, the acceptance of rewards and gifts, liability for damages, reimbursement of travel expenses, and access to personnel files. Holiday leave is granted in accordance with the German Federal Leave Act (Bundesurlaubgesetz).
- (2) State subsidies in the event of illness, birth and death will not be granted.

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The fixed payment for employment as a student assistant is income within the meaning of the German Federal Training Assistance Act (BAFöG). Recipients of BAFöG benefits are required to notify the BAFöG office of the remuneration they are entitled to under this employment contract. This also applies if an application for BAFöG has been submitted and a decision has not yet been made (Section 52 BAFöG). The student assistant agrees that the responsible Studierendenwerk will be informed about the employment contract, its duration and the income.

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The employment relationship will terminate at the end of the employment term specified in Section 1 without additional notice of termination. The employment relationship may be terminated at an earlier date in which case the period of notice shall be one month prior to the end of the month. The option to end the employment relationship for good cause without prior notice according to Section 626 of the German Civil Code (BGB) remains unaffected. The parties to the contract agree that a violation of the obligations specified in Section 2 (2), sentence 2 shall constitute sufficient good cause for the immediate termination of the employment contract.

- (1) The employment contract is a fixed-term contract in accordance with Section 6 of the German Act on Fixed-Term Research Employment Contracts for Academic Staff (WissZeitVG).

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Changes, amendments and additions to the employment contract shall only be effective if they are agreed upon in writing. If any of the above mentioned provisions are or become invalid or ineffective, in whole or in part, this shall not affect the validity of the remaining provisions.

Paderborn, dated
Paderborn University
The President
p.p.

Meier-Röhde

Signature of Assistant

Please note:

(1) Student assistants who work more than 20 hours per week in conjunction with a second job can lose their social insurance status as a student and may be subject to paying full social insurance contributions. If you have any questions, please contact your health insurance provider.

(2) This contract shall only take effect after it has been countersigned by the university. Work performed outside of the stipulated term and scope of the written contract shall be refused and excluded by the university as a precautionary measure.