

**Hiring form and usage instructions**
for the employment agreement for student assistants (SHK)

***—For internal use only—***

# Information on the student assistant and the area of deployment

It is envisaged that Mr \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

resident in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
born on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(Bachelor’s degree: [ ]  yes [ ]  no, in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)
should be employed as a student assistant
from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
with a regular monthly planned work time of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ hours
in the faculty \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
The expenditure incurred as a result shall be
charged to the cost centre \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Seen and approved by

Frankfurt am Main, date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please sign only the GERMAN form!

Dean (Dekanin) Person making hiring request (Antragstellerin)

# Further assistant positions at Goethe University(Information to be supplied by assistant)

List of all assistant positions at Goethe University

|  |  |  |
| --- | --- | --- |
| **Faculty/unit** (short form) | **Period of employment** (from/to) | **Monthly hours** |
|  |  |  |

**Important note: Total planned monthly work hours may not exceed 80 hours!**

# Instructions

* 1. *Please fill in* ***all*** *fields on the* ***electronic form******before*** *printing the document and signing it in the places indicated. For fields containing text, please select the appropriate options from the dropdown lists. Fill in blank fields by typing in the information requested.*
1. 1. *Agreements filled in or amended by hand cannot be accepted!*
	2. ***Two signed copies*** *of the* ***employment agreement*** *and this* ***hiring request form*** *must be sent to Personnel Services together with the remaining employment-relevant documents. One original is retained by Personnel Services and kept in the staff member’s file. The second is returned and must be given to the* ***student assistant*** *(the* ***signed original, not a copy****).*
	3. *Personnel Services must be* ***informed without undue delay*** *of any* ***changes in the student status*** *of the student assistant (in particular in relation to de-registration, academic leave of absence, or notification of final results being given). Such changes may have consequences under labour and/or social security legislation.*
	4. *If the* ***person to be employed*** *is in receipt of a scholarship that is in any way connected (in terms of place, time, or content) to the employment relationship that is to be established, the person making the hiring request and the prospective employee must prepare a* ***written statement*** *contrasting the content to be covered during the duration of the scholarship with the work tasks associated with the student assistant role* ***before*** *submitting the employment agreement documents. This statement must be submitted to Personnel Services together with a copy of the scholarship notification letter or another document showing the scholarship granted.* ***An agreement can only be concluded after this written statement has been*** ***assessed!***

**Employment Agreement**between
Goethe University, Frankfurt am Main,
Foundation under Public Law,
Theodor-W.-Adorno-Platz 1, 60323 Frankfurt am Main,
represented by the President,

—referred to as employer in the following—

and

Ms/Mrs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
resident in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
born on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

—referred to as the student assistant in the following—

# § 1 Period of Agreement, Scope of Duties

1. The student assistant is employed for a fixed period of time, from \_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_, in accordance with § 6 of the Academic Fixed-Term Agreements Act (*Gesetz über befristete Arbeitsverträge in der Wissenschaft, WissZeitVG*) in conjunction with § 75 of the Hessian Higher Education Act *(Hessisches Hochschulgesetz, HHG*).
2. The student assistant is tasked with providing non-independent services supporting research and teaching and academic support services. The provision of these services simultaneously serves to further the student's own continuing education.
3. The student assistant is obliged to perform all assigned tasks conscientiously and to comply conscientiously with all instructions given by the assistant’s supervisor on employment-related matters.

# § 2 Student Status/Certificate of Enrolment

1. The student assistant expressly confirms, by signing this agreement, that the assistant is enrolled at a German higher education institution for a programme leading to an initial or advanced career-relevant qualification and has not yet been notified in writing of the overall results attained in this programme. The student assistant is obliged to provide proof of student status upon signing this agreement. At the latest, however, such proof must be supplied upon commencing employment. It must also be presented upon renewal of the agreement immediately after every re-registration and, at the latest, upon the expiry of the grace period allowed for re-registration. Student assistants must present each current certificate of enrolment unprompted. The student assistant is aware that providing false information on the assistant’s student status may result in immediate termination without notice or rescission of the employment contract.
2. The employer must be notified without undue delay of any changes in the student status of the student assistant (in particular changes relating to de-registration, academic leave of absence, or the notification of final results achieved in a programme of study).
3. The employer reserves the right to assert claims for damages if it suffers detriment as a result of false information provided by the student assistant and/or any failure on the part of the assistant to provide information subject to a duty of disclosure on the assistant’s student status.

# § 3 Declaration on Scholarships

1. The student assistant expressly declares that the assistant is not, at the point of entering into this agreement, in receipt of any scholarships connected to this employment relationship in terms of place, time, or content. The student assistant is aware that a false declaration may give the employer grounds for immediate termination without notice or rescission of the employment contract.
2. The student assistant undertakes to clarify whether the student assistant role is compatible with receipt of a scholarship with the Personnel Services staff responsible for this area before applying for any scholarship.
3. The employer reserves the right to assert claims for damages if it suffers detriment as a result of false information provided by the student assistant or any failure on the part of the assistant to provide information subject to a duty of disclosure on the receipt of scholarships.

# § 4 Work Time

1. The student assistant undertakes to provide regular monthly planned work time of \_\_\_\_\_\_\_\_\_\_\_\_\_ hours, excluding breaks.
2. Within the limits specified in § 6 of this employment agreement, the student assistant is obliged to perform work in excess of the regular planned monthly hours in the event that this is required for functional reasons.
3. The specific times work is to be carried out are determined by the employee’s supervisor. The provisions of the Working Time Act (*Arbeitszeitgesetz, ArbZG*) also apply.

# § 5 Remuneration

1. On the basis of the regular monthly planned work time agreed in § 4 (1), the student assistant receives a constant monthly wage. The hourly remuneration rate is **10.20 euros (€)**.
2. This hourly remuneration rate rises to **11.81 euros (€)** for student assistants with a bachelor’s degree and student assistants taking programmes not leading to a bachelor’s degree who can demonstrate the successful completion of six semesters of their programme or two programme semesters following the programme’s intermediate examination.The student assistant must provide the staff responsible for this area in the Department of Personnel Services with suitable documentation as applicable.
3. Remuneration is paid on the last day of the month (payday) for each current calendar month into a bank account designated by the student assistant and located within a European Union member state.

# § 6 Working Time Account

1. A work time account within the meaning of § 2 (2) of the Minimum Wage Act (*Gesetz zur Regelung eines allgemeinen Mindestlohns, MiLoG*) is maintained for the student assistant to track monthly deviations (time differences) between the working hours performed and the planned monthly working hours stated in the employment agreement. The regular planned monthly work time agreed in § 4 (1) of this employment agreement represents the starting point for these calculations.
2. Any hours worked in a given month in excess of the agreed regular planned monthly work time (“overtime hours” in the following) shall be recorded monthly as “plus hours” in the work time account. These overtime hours must be compensated within 12 calendar months of their monthly recording by time off in lieu or by payment of the agreed hourly remuneration. In principle, overtime hours should primarily be compensated through paid time off in lieu.

If the entitlement to the statutory minimum wage has already been fulfilled by payment of the constant monthly wage, overtime hours entered on the work time account in the month in which they have been performed may also be compensated after twelve calendar months have elapsed since their recording.

1. The monthly overtime hours entered in the work time account may not exceed 50 percent of the regular planned monthly work time defined in § 4 (1) of this employment agreement.
 No overtime hours exceeding this 50 percent limit may be performed.
2. The maximum work time under the employment agreement may not exceed 80 hours per month during the lecture period and 120 hours per month during the lecture-free period; the limits specified in § 6 (3) of this employment agreement must also be adhered to. If more than one employment relationship exists, the total hours worked in all employment relationships with the employer may not exceed the limits specified in Sentence 1.
3. Up to 200 overtime hours may be recorded in the work time account; beyond this limit, no further overtime hours may be performed.
4. No more than 20 percent of the planned work time defined in the employment agreement can be carried over into the next month as a negative time credit (“negative time balance”). When the balance on the student assistant’s time account is negative, the negative time credit represents a wage advance from the employer which the assistant must equalise, at the latest, at the end of the employment relationship.
5. Remuneration for any working hours remaining on the work time account at the end of the employment relationship that can no longer be compensated by time off in lieu will be paid in the calendar month following the end of the employment relationship. To this end, the student assistant must submit the current balance of the work time account to the relevant Personnel Services staff in the form of a copy of the last work time account statement. This statement must be countersigned by the assistant’s supervisor.
6. Time credits are reduced, by arrangement with the student assistant’s (specialist) supervisor, by recording “minus hours”, i.e. shortfalls in the regular planned monthly work time. Minus hours can be recorded in the work time account on a monthly basis until and only until the regular planned monthly work time is reached. When reducing time credits, the overtime hours first recorded must always be cancelled first [following the “first-in, first-out principle”].
7. The requirements of the employer may not preclude the reduction of time credits.
8. The student assistant is obliged to record the beginning, end and duration of each day’s work time by no later than the end of the seventh calendar day following the day upon which the work was performed (see § 17 (1) MiLoG) and to give all these records to the employer (in the unit of deployment) to be countersigned individually. For this purpose, the employer shall provide suitable templates for recording hours in written and/or electronic form.

# § 7 Confidentiality

The student assistant undertakes to maintain confidentiality about all official matters the assistant gains knowledge of in the course of the assistant’s work, in particular about business and official secrets. The obligation to maintain confidentiality continues to apply after the termination of the employment relationship.

# § 8 Secondary employment

1. The student assistant expressly declares that the assistant is not currently in any other (marginal) employment or not in existing (marginal) employment relationships which, when aggregated, lead to total weekly working hours in excess of a weekly work time of 20 hours.
2. The student assistant must inform the employer in writing and in a timely fashion of any changes in existing employment relationships and before taking up any further paid work—including paid internships. In addition, the social security assessment questionnaire must be resubmitted to the Personnel Services staff responsible for this area after it has been updated to reflect any necessary changes.
3. Taking on additional employment or modifying existing employment relationships may lead to comprehensive liability for social security contributions in employment relationships that also encompass this employment relationship. The employer reserves the right to assert claims for damages if it suffers detriment as a result of false information provided by the student assistant and/or any failure on the part of the assistant to provide information subject to a duty of disclosure on further (marginal) employment relationships.

# § 9 Holidays

Entitlements to holidays are determined by the applicable statutory regulations.

# § 10 Termination of the Employment Relationship

1. The employment relationship shall end, without any requirement to give notice, at the end of the day specified in § 1.
2. The first three months of the employment relationship are regarded as a probationary period. During the probationary period, the employment relationship may be terminated by giving two weeks notice pursuant to § 622 (3) Civil Code (*Bürgerliches Gesetzbuch, BGB*) and § 15 (3) Part-Time and Limited Term Employment Act (*Gesetz über Teilzeitarbeit und befristete Arbeitsverträge, TzBfG*).
3. After this probationary period has elapsed, the employment relationship can be terminated pursuant to § 622 (1) BGB and § 15 (3) TzBfG with a notice period of four weeks to the fifteenth or to the end of a calendar month. The extended statutory periods of notice prescribed by § 622 (2) BGB for the employer also apply to termination of the employment relationship by the student assistant.
4. The right to terminate the employment relationship without notice for a compelling reason (§ 626 BGB) remains unaffected.
5. Notice of termination of the employment relationship must be given in written form.

# § 11 General Provisions

1. The employer must be notified unprompted and without undue delay of any changes to the address or the civil status of the student assistant. Communications by the employer to the address last indicated by the student assistant shall be deemed to have been received.
2. The student assistant consents to the processing and storage of the assistant’s personal data.
3. Within the employment relationship, the terms of § 616 BGB are excluded.
4. In the event that the student assistant is entitled under statutory provisions to claim damages from a third party for any loss of earnings incurred through incapacity to work, such claims will be assigned to the employer to the extent that the employer has continued to pay the assistant remuneration including non-monetary benefits.
5. The attention of the student assistant is drawn to the fact that the assistant may, if employed pursuant to § 8 (1)1 of Book IV Social Code (*Sozialgesetzbuch, SGB IV*) or § 8a in conjunction with § 8 (1)1 SGB IV, submit a written declaration to the employer to apply for an exemption, pursuant to § 6 (1b) SGB VI, from the obligation to make statutory pension insurance contributions. Students in multiple marginal employment relationships may only opt to make this application for an exemption from compulsory insurance in respect of all their employment relationships at once, and their decision is binding for the duration of the employment relationships.

# § 12 Preclusive Time Limits

All claims resulting from or in connection with the employment relationship expire if they are not asserted in text form[[1]](#footnote-1) by the employee or employer within a preclusive time limit of six months after the due date.

This shall not apply to claims of either party based on intentional or grossly negligent acts on the part of the respective other party and its vicarious agents, nor to claims brought by the student assistant for the statutory minimum wage or for damages resulting from injury to life, body or health. Claims for remuneration in excess of the statutory minimum wage are, however, subject to the agreed preclusive time limit. Asserting claims once for a given state of affairs also serves to establish entitlements falling due at a later juncture.

# § 13 Final Provisions

1. The parties agree that no written or oral agreements or ancillary agreements going beyond the wording of this employment agreement have been entered into and that the above provisions reflect the agreements made with regard to the employment relationship completely and exhaustively.
2. Amendments and supplements to this employment agreement must be in writing in order to be effective. This is also applicable to amendments to this written form requirement. The validity of individually agreed terms (§ 305b BGB) remains unaffected.
3. Should individual provisions of this employment agreement prove to be invalid, this shall not affect the validity of the remaining provisions. In place of the invalid provision or to fill any gaps in this employment agreement, an appropriate provision shall be made which comes as close as possible to what the parties to the agreement clearly intended according to their economic purpose.
4. Each party to the agreement receives an original copy of the employment agreement.
5. Attention is drawn to the appended voluntary commitment.

Frankfurt am Main, date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please sign only the GERMAN form!

|  |  |  |
| --- | --- | --- |
| Student assistant |  | The PresidentDepartment of Personnel Services, on behalf of the President |

# Voluntary Commitment of Goethe Universityon the working conditions of student assistantsand assistants with academic tasks(formerly academic assistants)

**Preamble**

Student assistants and assistants with academic tasks (“academic assistants”) at Goethe University work in teaching and research in all faculties and other units providing academic education and training. The assistants make an invaluable contribution to the running of the entire university.

In order to improve the working conditions of assistants beyond the level mandated by statutory requirements, Goethe University pledges to adhere to this voluntary commitment describing the working conditions of assistants and defining standards.

# Hiring Requirements

# Student Assistants

Student assistants must, pursuant to § 75 (1) Hessian Higher Education Act *(Hessisches Hochschulgesetz, HHG)* in its current version) in conjunction with the Academic Fixed-Term Agreements Act (*Gesetz über befristete Arbeitsverträge in der Wissenschaft, WissZeitVG*), be enrolled at a university in a programme of study leading to an initial or more advanced career-relevant qualification. They can be employed part-time for up to six years in total. Student assistants support students by giving tutorials and providing services in research and teaching and study-related services that also advance their own educational progression.

# Assistants with Academic Tasks (“Academic Assistants”)

Academic assistants must, pursuant to § 75 (2) HHG in conjunction with WissZeitVG, have completed a university degree and be engaged in academic work and pursuing an academic qualification or acquiring an academic skill (qualification objective). Qualification objectives can, for example, include:

* Preparing courses
* Giving tutorials/leading exercises/guiding practical work
* Preparing/executing/following up on experiments
* Performing statistical evaluations
* Disseminating specialist knowledge and practical skills in contexts other than tutorials/practical courses
* Providing instruction in the application of research methods
* Correcting exercises/reports/examinations
* Editing/proofreading scholarly texts
* Laboratory work
* Preparatory work for and involvement in academic conferences and events
* Monitoring of measuring instruments
* Introducing students to the workings of scientific apparatus
* Preparing/executing/following up on scholarly interviews and evaluating statistics and their significance for research questions
* Carrying out internet and literature research for scholarly purposes

Graduates at bachelor’s degree level cannot be employed as “academic assistants” but are paid a higher hourly wage than other student assistants. Student or academic assistants may not simultaneously be employed as research assistants.

# Advertisement of Posts

Jobs for student and academic assistants are, in principle, advertised within the university. Advertisements are posted on the website of the relevant faculties or institutes and/or on designated noticeboards in institutes. This obligation can also be fulfilled by faculties or institutes posting general notices in these places stating that vacancies for auxiliary staff are regularly filled. In addition, speculative applications may also be considered.

In cases involving re-employment (with no changes to the scope of an employee’s previous duties) after a brief interruption of no more than 2 months, re-advertising the position in question is not necessary. Re-advertising positions can also be dispensed with when an assistant takes a break from work to study abroad for a semester, complete an internship, or similar.

In accordance with the provisions of the General Act on Equal Treatment (*Allgemeines Gleichbehandlungsgesetz, AGG*) and the Hessian Equal Rights Act (*Hessisches Gleichberechtigungsgesetz, HGlG*), it must be ensured that no applicant is discriminated against in the selection process.

# Extent of Employment, Work Time, and the Compatibility of Work and Study

As the work of an assistant is performed on a part-time basis and intended to be compatible with the assistant’s studies, it follows that the maximum number of hours worked may not exceed 80 hours per month for either student or academic assistants. As working as an assistant is also intended to benefit the assistant in their education and skills development, the volume of work should also not fall below 20 hours per month.

The number of hours to be worked must be determined realistically and stated in employment agreements. Overtime hours assistants have been instructed to perform must be compensated either by time off in lieu or by remuneration. All activities directly connected to work are counted as work time; examples include work-related communication, the dispatch of materials, or travel and waiting times arising in connection with work tasks. In accordance with the provisions of § 2 (2) of the Minimum Wage Act (*Gesetz zur Regelung eines allgemeinen Mindestlohns, MiLoG*), work time must be documented on a time sheet.

The employer must take care to ensure, when determining the working hours of student assistants, that employment as an assistant is compatible with the assistant’s studies. In principle, working hours should be arranged so that assistants can carry out their work on weekdays between 8:00 and 20:00. It is possible to deviate from this principle in justifiable cases. Assistants must be informed in good time in such cases. The employer must also ensure that legally prescribed breaks are taken.

# Agreement Periods

It is envisaged that student assistant employment agreements should run for no less than 6 months (equivalent to one semester) and academic assistant employment agreements should run for no less than 12 months. Deviations from the minimum scope of employment and minimum duration of employment agreements should only be made when either the nature of the work (such as providing assistance with internships or giving tutorials) or the funding of the position (from third-party funds, for example) make this necessary.

# Remuneration

From 1 January 2017 onwards, the hourly rates paid to student and academic assistants will be included in the general salary adjustments for Goethe University employees. The hourly wage will increase by the percentage agreed for the salary groups E10–E15.

From 1 January 2016, the hourly rates paid will be as follows:

* Student assistants: € 9.50 (gross)
* Student assistants with a bachelor’s degree: € 11.00 (gross)
* Academic assistants: € 14.70 (gross)

# Quality Workplaces with Adequate Equipment

The employer is responsible for ensuring that assistants have workplaces appropriate to their roles and that adequate and appropriate work equipment is provided. Copying, printing and materials costs must also be borne by the employer.

# Incapacity to Work, Continued Payment of Wages. Obligation to Provide Medical Certificates

The employer must be notified without undue delay of any incapacity to work on the part of the employee and its probable duration. At the latest, the employer must be informed at the beginning of the employee’s work time. If the incapacity to work lasts for longer than three calendar days, a doctor’s certificate attesting that the employee is unfit for work and the likely duration of this incapacity shall be submitted no later than the following working day. In duly substantiated individual cases, the employer may also require a medical certificate to be presented earlier. In accordance with the provisions of the Continued Remuneration Act *(Entgeltfortzahlungsgesetz, EntgFZG)*, assistants’ wages continue to be paid for workdays on which they were unfit to work due to illness.

# Freedom from Discrimination

The employer is responsible for ensuring that assistants can carry out their duties without encountering discrimination. Goethe University provides contact points assistants can approach in confidence to report discrimination or instances of harassment in the workplace. All committees and contact persons members of Goethe University can turn to in such matters are also prepared to hear and act on the concerns of student and academic assistants. These representatives and bodies include the Ombudsperson, the Staff Council, the Women’s Representative, the Representative for Staff with Severe Disabilities and the Human Resources Department.

# Ombudsperson

A separate, independent contact point for student and academic assistants is being established. Goethe University will appoint an ombudsperson and deputy ombudsperson specifically tasked with handling complaints and suggestions for improving the working conditions of student and academic assistants. It is anticipated that the ombudsperson and deputy ombudsperson will normally serve for two-year terms. The ombudsperson will deliver an annual report to the Senate.

# Evaluation

As part of its commitment to continuously improve and regularly review the working conditions of student and academic assistants, the Auxiliary Staff Task Force at Goethe University will carry out an evaluation two years after the adoption of this revised voluntary commitment. The first evaluation will be performed in the run-up to the 2018 summer semester.

1. Translator’s Note: See § 126b BGB for a definition of the German legal concept of “text form.” [↑](#footnote-ref-1)