

Anhalt University of Applied Sciences

STATUTE FOR THE IMPLEMENTATION OF TUTORIALS

- with amendments of 18 March 2015; AM 70/2015 -

By the resolution of 20 November 2013, the Senate of Anhalt University of Applied Sciences remits the following statute:

§ 1 Task

(1) In the context of the Examination and Study Regulations, tutors have the task to support students and student working groups in their studies at the Anhalt University of Applied Science especially by the:

1. Introduction into the study and the technique of independent scientific work,
2. Pre and post-processing of classes,
3. Exam preparation,
4. Assistance on projects,
5. Instruction to independent handling of technical hardware and software.

(2) In accordance with the responsible deans or the head of the structural unit, additional tutorials for social, sporting, cultural and organizational tasks can be arranged. The following paragraphs apply analogously.

§ 2 Organization of tutorials

(1) The dean or the head of the structural unit of the university shall decide about the establishment of the tutorials.

(2) Every tutor has to be assigned to a mentor who is responsible for the subject-specific and didactic instruction.

(3) Usually, tutorials should not have less than 5 or more than 15 participants. The attendance has to be proven.

(4) Tutorials must be announced before implementation (via notice, internet,...).

§ 3 Admission procedure

(1) Besides their studies at Anhalt University of Applied Science, students with a special subject-specific qualification as well as social competence can be employed as tutors. The proper implementation of the study should not be impaired. A proper study progress cannot longer be assumed, if the standard time to the graduation has been overrun by more than 4 semesters. The determination of suitability is incumbent to the responsible authority.

(2) Where it is necessary, the tutors shall be briefed in instructions for compliance with order and safety at the working area. The briefing has to be confirmed by signature on the fee contract.

§ 4 Official duties

Tutors are obliged:

1. to fulfil the delegated tasks conscientiously,
2. to observe and follow the applicable regulations and official instructions at the Anhalt University of Applied Science,
3. to be discreet about official business that became known to them through the tutorials,
4. to immediately inform the mentor if the work has to be missed.

§ 5 Contract

Before beginning of the tutoring activity, a fee contract as attached has to be concluded. Usually, tutorials are submitted for full calendar months.

§ 6 Financing/verification

(1) Financing is arranged by utilizing the earnings from long term tuition fees of the previous year and by senate resolution.

(2) Corresponding fee contracts shall be concluded with the tutors. The maximum monthly volume of a tutor's activity is 52 hours.

(3) In accordance with clause 4, the claims by tutors from the fee contract have to be submitted to the centre, at least three month after due date.

(4) The usage of assigned funds has to be proven by the departments annually and has to be submitted to the coordination centre for evaluation and accreditation.

(5) The total management as well as the verification of the Anhalt University's fund is incumbent to the coordination centre for evaluation and accreditation.

§ 7 Reporting

Usually the Senate deals with the implementation and effectiveness of the tutoring work once per year.

§ 8 Effective date

(1) This regulation comes into force on the day after its publication in the "Official Bulletin of the Anhalt University" and takes effect for all contracts that will be concluded after that date.

(2) Published in the "Official Bulletin of the Anhalt University" No. 63/2014 of 31 January 2014.

Köthen, 31 January 2014

Prof. Dr. Dr. h.c. Dieter Orzessek
President of Anhalt University of Applied Sciences

Annexes: Data Sheet, Fee Contract, Fee Accounting, Certificate of Attendance for Every Single Meeting

(2) There is agreement that no employment relationship is established by this fee contract.

(3) Scope, time and place of the activities were mutually agreed between the contractual parties on or before the date of the contract's conclusion. In each case the tutors are subject to the associated instruction bond and billing duty towards the corresponding mentor.

(4) The tutor renders the contractual services he/she is charged with in his/her own responsibility. Activities possibly carried out for third parties remain unaffected hereof.

§ 2

Amendments / Termination

(1) There is agreement that any organizational and technical amendments as well as the associated time arrangements which arise from the subject of the performance or the current situation are possible at any time without affecting the effectiveness of the contract in total. These amendments should be agreed commonly between tutor and mentor. However, the planned time frame shall not be exceeded.

(2) Provided that the subject of the performance, the period and the scope of the performance shall be changed, this needs the agreement of all contract partners.

(3) An untimely termination of the contractual relationship is possible by common agreement. An untimely notice of the contractual relationship can be pronounced if one of the contract partners does not fulfill his or her obligations.

(4) Generally all amendments require the written form.

§ 3

Fee

(1) The active supervisory job will be remunerated with an hourly rate of € 8.50 net per actually achieved tutor hour. This expenditure must be commensurate with the job profile. Travel costs are not covered.

(2) The agreed fees are transferred to the designated account by the Anhalt University of Applied Sciences after the receipt of the monthly fee invoice indicating the confirmation of the services provided. By this sum, all claims between the contractors are settled, no further payments are made.

§ 4

Tax liability and compulsory insurance

(1) At the Anhalt University of Applied Sciences, contracts of tutors and/or of student assistants, trainers etc. are permissible below the tax and social insurance limits only.

(2) It is agreed that the tutor is self-employed, so he/she is responsible for the social insurance handling of the received fee and has to personally care for his/her tax liability for the taxation. This applies when the tax and payment exemption is exceeded because of other activities beyond the scope of this contract.

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Special conditions of the contract

Pursuant to §3 clause 3 of the statute for the implementation of tutorials, the following instructions on regulations regarding health, safety and fire protection or for the maintenance of order and security are also confirmed by signing the contract:

Place, Date

Tutor

Place, Date

Professor / Mentor

Place, Date

Dean of Faculty / Head of the structural unit

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Tutorial – Certificate of Attendance³ – for each meeting individually

Date of Meeting :.....
Topic/Performance of Tutorial:
Department / Mentor:

Tutor Surname: First Name:
Matriculation no.:

List of Attendance – As a rule, at least 5 students should attend the tutorial!

Surname	First Name	Department	Signature

Tutor / Date

Mentor / Date

³The original document is kept in the Dean's office, a copy remains in the Coordination Office for Evaluation and Accreditation.