

Contract of Employment to teach Music

§1 (The parties) The stipulations of this contract govern the range of duties involved in the employment relationship between, resident in (hereinafter named the instrument teacher) and resident in (hereinafter named the parent or guardian, i.e., the person who has care or custody of the child.)

§2 (Subject of Contract) The subject of the following contract is the instrument tuition given to (hereinafter the pupil).

§3 (Teaching Entitlement) The instrument teacher commits him/herself to provide the pupil with tuition during term time. The pupil is thereby entitled to 45 minutes of individualised teaching per week. No teaching is given during the school holidays, which shall be determined by the Kolleg.

§4 (Fees) The instrument teacher shall receive a lump sum of 90 Euros per month (12 months of the year) for his/her tuition. The parent or guardian hereby undertakes to pay this sum in advance each month (by the tenth of the month at the latest) onto the account of the instrument teacher. Should the payment not be made, the teacher is free to withhold his/her teaching. This does not, however, mean that the liability to pay thereby lapses. The entitlement to pay enters into force with the first lesson. If the very beginning of the tuition does not coincide with the first week of the corresponding month, the fee for that month is calculated proportionately. The fee also covers a lump sum for travel costs.

§5 (Commencement of Tuition) The teaching contract shall apply retroactively as of

§6 (Termination of the Contract)

1) (Termination by the parent or guardian) The teaching contract may be terminated by the parent or guardian on or before 1st. March or 1st. September of any given year. The period of notice is, in each case, six weeks. Notice must be given in writing and delivered to the teacher in person.

2) (Abitur clause) Should notice not have been given on or before 1st. March of the year, the entitlement to tuition or fees ceases at the end of the month in which the pupil obtains his/her Abitur.

3) (Termination by the instrument teacher) In justified cases, the instrument teacher has the right to terminate the teaching contract with two weeks' notice to the end of the

month. Should the instrument teacher wish to avail himself of this right, he/she undertakes to inform the parent or guardian of this immediately. The instrument teacher and the Head of the Music Department will, if so wished, endeavour to find a new teacher.

§7 (Cancellation of Lessons)

- 1) (Absence of Pupil) If the pupil does not attend the lesson, he/she has no entitlement to the lesson being given at a later date.
- 2) (Absence of Teacher) If the teacher is unable for reasons other than bad health to give the lesson at the appointed time, he/she is obliged to offer at least one opportunity for the lesson to be given at a later date. If the pupil does not take advantage of this, he/she has no further claim on a replacement lesson.
- 3) (Sickness of Teacher) If the lesson cannot be given as the result of sickness on the part of the teacher, there is no claim on the part of the pupil on a replacement lesson. If, as a result of illness, no teaching takes place over a period of longer than two weeks within any school half year, the teacher is obliged to make up the lessons lost or find a suitably qualified teacher to replace him/her.
- 4) (Duty to Report) In each of the above-mentioned cases, the teacher is obliged to inform the Head of the Music Department of his/her absence and the reasons for it.

§8 (Encouragement of the Pupils) Within the framework of the encouragement given to the individual pupils, performances in public of works studied in the lessons are to take place. The instrument teacher, as a rule, organises two performances per year, in which the pupil is offered the opportunity to demonstrate his ability either to the others in his/her class or in public.

§9 (Alterations) Any changes to this contract must be made in writing.

We, the undersigned, accept the terms as above.

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Place, Date (Teacher)

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Place, Date (Parent or Guardian)