

APPENDIX 11

Contract between the Ministry of Education, Science and Sport and the Host School, 1999/2000

A model of a contract signed between the Ministry and the host school concerning the employment of an assistant (for the school year 1999/2000).

THE MINISTRY OF EDUCATION AND SPORT, Župančičeva 6, 1000 Ljubljana (hereinafter referred to as the "Ministry"), as represented by Minister Dr. Slavko GABER,

and

_____ (*name of the school*),

_____ (*address, postcode, town*), (hereinafter referred to as the "school"),

as represented by Principal _____,

have concluded

THIS AGREEMENT ON THE CO-FUNDING OF AN ENGLISH/GERMAN/FRENCH/ITALIAN LANGUAGE ASSISTANT POSITION

Article 1

This Agreement stipulates the terms and conditions for co-funding a position of a visiting foreign language assistant at the school.

Article 2

Language assistants shall not be employed as qualified foreign language teachers but shall work in class together with qualified teachers. They shall

- participate in lessons managed by mentor teachers,
- support teachers who are native speakers of Slovenian in refreshing their knowledge of the respective foreign language;
- substitute for absent teachers.

Assistants can also work on their own with smaller groups of students.

The following **organisational approaches to joint teaching by a mentor and an assistant** are possible:

- The assistant takes a smaller group of students and works with them on his/her own in another room, while other students stay in the class managed by the mentor (such work can be more relaxed and offers a better possibility for individuals to participate in discussions).

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- The assistant takes over a part of the period managed by the mentor. The same lesson plan is used by both. How the part carried out by the assistant is integrated into the lesson as a whole shall be precisely defined.
- The assistant manages the whole lesson, which he/she planned together with the mentor. The mentor is present in class. Such cases most often involve a conversation about a certain topic and group work.
- The assistant has been assigned certain periods by the school's schedule. He/she teaches them independently. In this case there is no overlapping of his/her and the mentor's work. The assistant prepares and delivers lesson plans himself/herself and has an opportunity to assess students at the end in agreement with the teacher and in compliance with the rules. The contents of these lessons refer to the main subject matter.

Article 3

Assistants may teach classes on their own only if they meet the requirements for this type of work in their home country and have at least three years of working experience in language teaching. In such a case they are required to independently teach at least six lessons per week.

Assistants shall carry out the independently taught lessons mentioned in the previous paragraph in agreement with the teacher and in compliance with regulations.

Article 4

The school shall conclude a work contract for a limited period of time with the assistant:

- **from 1 September 1999 till 15 July 2000** (for assistants who are beginners or have less than three years of experience in foreign language teaching) or
- **from 1 September 1999 till 30 July 2000** (for assistants meeting the requirements of Article 3 of this Agreement and having at least three years of working experience in foreign language teaching).

The contract shall be concluded in the Slovenian language and in the language to be taught by the assistant.

The contract of paragraph 1 of this Article shall comply with this Agreement. In it, the school shall precisely define the assistant's job profile and obligations.

Article 5

The host school shall have the obligation to obtain a work permit for the assistant. A copy of the work permit shall be sent to the Ministry.

Article 6

The school shall draft a weekly schedule of foreign language teaching for the assistant. The schedule shall be given to the assistant at the beginning of each assessment period.

The schedule of the previous paragraph can assign the assistant to teach 20 contact hours per week.

Article 7

The Ministry can assign a partner school to the home school. The assistant may teach once a week at least five or at most seven periods per day at the partner school.

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The day when the assistant teaches at the partner school shall be agreed upon by the partner and the home school.

The assistant shall not be scheduled to perform any duties at the host school on the day when he/she teaches at the partner school.

Article 8

Prior to beginning work the assistant shall, for at least one week, observe work in classes and the teachers he/she is to work with.

Article 9

The Ministry shall provide funding for the assistant's salary and benefits upon having received a monthly request for funding. In addition to the salary, the assistant is entitled to a vacation bonus, reimbursement for meals during work and reimbursement for commuting costs in compliance with the Slovenian collective bargaining agreement for the field of education.

The basis for the assistant's salary shall be stipulated by the work contract and shall amount to:

- **3.8** times the **salary coefficient** for assistants who are beginners or have less than three years of experience in foreign language teaching;
- **4.4** times the **salary coefficient** for assistants meeting the requirements of Article 3 of this Agreement and having at least three years of working experience in foreign language teaching.

The Ministry shall transfer the money for the foreign assistant's salary together with the money for the salaries of other teachers at the school.

The school shall pay the salary and benefits to the assistant at the same time as to its other staff members.

Article 10

The school shall provide mandatory health insurance for the assistant.

Article 11

The Ministry shall not cover the assistant's costs of travel from his/her home country to the host school and from the school to his/her home country.

Article 12

The school shall be obliged to conclude a lease agreement in order to provide appropriate housing for the assistant, available on the day of his/her beginning work.

Appropriate housing shall mean an exclusive use of a furnished room and exclusive use of or sharing a furnished kitchen and bathroom. A student dormitory shall not be deemed as appropriate housing.

Upon presenting a copy of the lease agreement, the school shall be reimbursed for the rent by the Ministry each month. Reimbursement, however, shall not exceed the amount of

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DEM 400 or, for housing in Ljubljana, Maribor or in the coastal region, DEM 500, payable in tolar.

The reimbursement under the previous paragraph shall include only the rent. All other cost of renting (e.g. commissions to real estate agents) shall be borne by the school.

Article 13

If the assistant prematurely terminates his/her employment at the school for any reason whatsoever, the Ministry shall stop the payments mentioned in the previous Article. In such case the Ministry shall be obliged to reimburse the school only for the rent for the last month during which the assistant has actually worked at the school.

Article 14

The parties shall try to settle amicably any disputes arising from this Agreement. If an agreement cannot be reached, the jurisdiction of the Ljubljana court shall apply.

Article 15

The Agreement has been signed in four originals. Each party shall receive two of them.

Done in Ljubljana, _____ 1999

School

Ministry