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# ERASMUS +

**2021-1-CZ01-KA210-VET-000027193**

„Increasing knowledge in the field of practical  
training in the woodworking industry, including defining standards of practice“

## STANDARDS OF PRACTICE

Project realization 1.1.2022 -1.9.2023

### LEADING ORGANIZATION



### PARTNERS OF THE PROJECT



**Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or the European Education and Culture Executive Agency (EACEA). Neither the European Union nor EACEA can be held responsible for them.**

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## Introduction

Each partner organisation prepared a background paper based on questions mapping the education system in their country or school. By answering these questions, the partners prepared an overview for each country. By studying this brochure you will gain an understanding of the school system in each partner country (Germany, France, Romania, Czech Republic), the way vocational training is implemented, especially in the woodworking sector, which was the focus of this project, and how the quality of vocational training is ensured and how pupils are introduced to the latest technologies needed in practice. An exemplary model is shown here of the dual system of vocational training in Germany, provided by both schools and Handwerkskammer, which take over the greater part of the vocational training of pupils, train pupils in modern practices, teach them to work on modern technologies and ensure equal access to vocational training for all pupils.

### **Questions to partner organisations:**

- 1) Information about the system of practical education in Germany (Romania, France, Czech Republic).**
- 2) Informations about each organization.**
- 3) Informations about vocational training.**
- 4) Informations about documents setting out the rules for practical teaching in your school.**
- 5) Documents – contracts.**
- 6) How is the employment of a student after the successful completion of the final exams resolved after graduation. Does the company offer an employment contract and when, does it offer a scholarship and reward for work.**
- 7) Examples of good practice.**

## GERMANY

### 1. INFORMATION ABOUT THE SYSTEM OF PRACTICAL EDUCATION

#### **The dual training system:**

**Vocational training** in Germany is largely carried out in the dual system. This means that you acquire the necessary skills and knowledge in a training company on the one hand and in a vocational school on the other. The two training providers, the training company and the vocational school, work closely together – with the aim of preparing you optimally for your future career.

**Practical vocational training** takes place in the company. Technical theory and general education are taught at the vocational school. Thus, as a trainee, you are both an employee and a student. That's why it's called "dual" (Latin: containing two).

Vocational school classes are usually held one or two days a week. In some apprenticeships, classes are held in block form: In this case, you alternate between being at school for a few weeks at a time and then back at the training company. At the vocational school, you learn the theory, which you can then apply and implement directly in practice at your training company.

The practical part of the training takes place in your training company. You will gain an insight into the company's operations and the various areas of work in your training occupation. You can put the theory from vocational school directly into practice.

The IHK (Chamber of Industry and Commerce) and the HWK (Chamber of Crafts) accompanies you in the dual vocational training from the preparation to the examination. It advises you as a trainee and the training companies. Not every company is allowed to train in every profession. The company must meet the technical requirements specified in the respective occupational profiles, draw up training plans and have suitable trainers available. If a company is not able to provide all training areas of an occupational profile, the IHK and HWK organizes inter-company training.

A dual training program brings with it an incredible number of advantages, for example:

**Work experience:** right from the start, you gain insight into the company's operations and can put what you've learned into practice. The training is practice-oriented and very varied.

#### **Financial independence:**

Money should not be the decisive reason for choosing a career. However, there are definite advantages to earning your own monthly training allowance from the first day of training.

**Good chances of being taken on:** Companies are desperately looking for skilled workers and train their future employees. Many companies want to retain their trained specialists and benefit from their expertise. This means that there is a very good chance that they will be taken on after completing their training.

Excellent career opportunities: The apprenticeship is only the beginning of your career. After your apprenticeship, there are many opportunities for further training waiting for you. Today, it is possible to obtain qualifications that are equivalent to university degrees, such as bachelor's degrees, through continuing vocational training. German vocational training qualifications are also highly recognized internationally.

Stays abroad during training are possible: Up to a quarter of the training period can be spent abroad. Of course, such plans must be discussed with the training company. Many companies support their trainees in completing internships abroad.

## **2. INFORMATION ABOUT THE ORGANISATION**

### **BERUFSBILDENDE SCHULE IDAR OBERSTEIN, HARALD-FISSLER-SCHULE**

[www.bbs-io.de](http://www.bbs-io.de)



The vocational school "Harald-Fissler-Schule" was founded on November 15, 1843 as the "Gewerbeschule Oberstein". The school very soon developed into a training center for metal and gold workers as well as for mechanics and craftsmen.

After the Second World War, the school was reestablished as a vocational, technical and vocational college of the district and in 1949 was split into the Birkenfeld District Vocational School and the Commercial Vocational School.

Today, the BBS Technik is the largest educational institution in the district of Birkenfeld with regularly more than 1750 students and almost 120 teachers since 1999.

In 1998, the technical high school, specializing in technology with a focus on environmental technology, was added to the educational program. The field of technology is a compulsory part of the written Abitur.

On August 1, 2017, the BBS Technik Harald-Fissler-Schule and the Berufsbildende Schule Wirtschaft Idar-Oberstein merged to form the BBS Idar-Oberstein Harald-Fissler-Schule.

#### **Field of study:**

Vocational preparation year (BVJ): Pupils without vocational maturity or without sufficient knowledge of the German language.

**Vocational School I (BF 1):** The Berufsfachschule I (BF 1) leads to a subject-related basic vocational education. Fields of specialization: Metal, wood, home economics/social work health/nursing, business/administration.

**Vocational school II (BF 2):** Vocational school II (BF 2) combines cross-occupational learning content with occupation-related projects from the individual disciplines and promotes the students' occupational action competence through experiential and learning situations that support the individual learning process. It leads to the Qualified Secondary Certificate I (Mittlerer Schulabschluss).

**Higher Vocational School (HBF):** The Higher Vocational School (HBF) leads to a full-school vocational qualification and offers the possibility to obtain the advanced technical college entrance qualification (Fachhochschulreife) when attending the optional course "Fachhochschulreifeunterricht". Specialties: Business and Social Assistance.

**Technical school (FS):** The Fachschule (FS) leads to vocational qualifications in continuing vocational education and training. It provides in-depth vocational technical education and promotes general education. Specialties: Mechanical engineering.

**Vocational school (BS):** Vocational school (BS): As an equal partner of in-company training, the vocational school (BS) leads to vocational qualifications through a staged basic and specialized education. It is intended to enable students to fulfill their tasks in the workplace and to help shape the world of work and society in a socially, economically and ecologically responsible manner, and to deepen their general education. The necessary cross-occupational and occupation-related learning content and competencies are taught in the BS classes with special consideration of the requirements of the vocational training or occupation with the aim of ensuring a holistic educational program for professional qualification. The BS is run on a part-time basis and lasts between one and three and a half school years. The dual training at the vocational school is divided into the basic level (first year of training) and the specialized levels (second, third and possibly fourth year of training). Specialized classes: They provide the special technical knowledge for the individual professions, therefore specialized classes are usually formed for the individual professions.

Occupational fields:

Business/Administration, Metal Technology, Electrical Technology, Construction Technology, Wood Technology, Color Technology/Room Design, Education, Gemstone/Jewelry, Goldsmith.

### **3. VOCATIONAL TRAINING WOODWORKING – CARPENTER**

**The carpentry apprentices** are taught part-time (once a week 8 school hours, additional once a month with an extra day of 8 school hours).

In addition to theoretical instruction, the trainees take part in specified courses offered by the Koblenz Chamber of Crafts.

The excerpt from the curriculum shows the various learning fields and learning focuses that are standardized in Germany for this profession. These are divided into the first year of training, basic vocational training. Building on this, the learning fields become more detailed and complex. At the end of the second year, there is an intermediate examination and at the end of the training after three years, the trainees take a final examination (journeyman's examination) before the examiners of the Koblenz Chamber of Crafts.

1. year learning fields 1 – 4 (320h)

Overview of the carpenter learning fields for 3 years				
No	learning fields	Time reference value in teaching hours		
		1 year	2 year	3 year
1	Making simple products out of wood	80		
2	Composite Products made of wood and wood-based materials	80		
3	Products made of different materials manufacture	80		
4	make small furniture	80		

2. year learning fields 5 – 8 (280h)

5	manufacture individual pieces of furniture		80	
6	Manufacture system furniture		60	
7	Manufacture and assemble built-in furniture		60	
8	Space-limiting elements of the manufacture and install interior fittings		80	

**Intermediate exam**



**exams:**

**Intermediate exam** (at the end of the 2nd year)

carry out a work task (customer order) (6 hours),

conduct a technical discussion (10 minutes)

written processing of the work order (at most 150 minutes)

**exams:**

[https://www.tischler-schreiner.de/uploads/download/Ausbildungsordnung\\_04.pdf](https://www.tischler-schreiner.de/uploads/download/Ausbildungsordnung_04.pdf)

**final exam** (at the end of the 3 year)

**practical part of the exam:**

task I	7 hours
task II (customer order, training company)	100 hours
technical discussion Task II	30 minutes

**theoretical part of the exam:**

design and construction	120 min (30%)
planning and manufacturing	120 min (30%)
assembly and service	60min (20%)
economics and social studies	60min (20%)

#### **4. INFORMATIONS ABOUT DOCUMENTS SETTING OUT OF THE RULES FOR PRACTICAL TEACHING IN YOUR SCHOOL**

Since we are not responsible for practical training in the dual system, there are also no rules or documents that regulate the process.

#### **5. DOCUMENTS:**

- A) CONTRACT BETWEEN THE SCHOOL AND THE COMPANY
- B) CONTRACT BETWEEN AND THE PUPIL AND THE SCHOOL
- C) CONTRACT BETWEEN THE PUPIL AND THE COMPANY

- a) There is no contract between the school and the training companies. The apprentices independently enter into a training contract with the company.
- b) There is also no contract between the school and the apprentices. With the training contract, the apprentices have the right and the obligation to attend the Vocational school.
- c) training contracts:

**Berufsbildende Schule Idar-Oberstein, Harald-Fissler-Schule**  
Vollmersbachstraße 53  
55743 Idar-Oberstein

☎ 06781 962-0 ☎ 06781 962-115 Abteilung Technik  
☎ 06781 962-500 ☎ 06781 962-510 Abteilung Wirtschaft  
✉ info@bbs-io.de 🌐 www.bbs-io.de



### Anmeldung zum Besuch der Berufsschule (BS)

#### 1. Auszubildende(r)

Familienname: \_\_\_\_\_ Vorname: \_\_\_\_\_

Geschlecht:  weiblich  männlich  divers // Konfession: katholisch=1, evangelisch=2, jüdisch=3, islamisch=4, sonstige=5, keine=6; \_\_\_\_\_

Geburtsdatum: \_\_\_\_\_ Geburtsort/-land: \_\_\_\_\_

Staatsangehörigkeit:  Deutsch  Sonstige Nationalität(en): \_\_\_\_\_

Straße, Nr.: \_\_\_\_\_

PLZ: \_\_\_\_\_ Wohnort: \_\_\_\_\_

Telefon: \_\_\_\_\_ Mobil: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Status: Aussiedler = 1, Asylant = 2, Asylbewerber = 3, Kriegsflüchtling = 4, Ausländer = 5, sonst. Zuzug = 6): \_\_\_\_\_

Welche Sprache wird in der Familie hauptsächlich gesprochen? \_\_\_\_\_

In Deutschland seit: \_\_\_\_\_ Herkunftsland: \_\_\_\_\_

#### 2. Sorgeberechtigte(r) → bei minderjährigen Bewerbern

Sorgeberechtigt sind:  beide Eltern  nur Mutter  nur Vater  Sonstige: \_\_\_\_\_

Name: \_\_\_\_\_  Kontaktdaten wie Auszubildende(r)

Name: \_\_\_\_\_  Kontaktdaten wie Auszubildende(r)

Anschrift/Telefon/E-Mail: \_\_\_\_\_

#### 3. Bisheriger Schulbesuch → Zeugnis vorlegen! Abschluss- Abgangszeugnis

Datum der Ersteinschulung: \_\_\_\_\_ Zuletzt besuchte Klassenstufe: \_\_\_\_\_

Höchster Abschluss:  Berufsreife  Sekundarabschluss I  Fachhochschulreife  Hochschulreife

Zuletzt besuchte Schule: \_\_\_\_\_ Schulart: \_\_\_\_\_

Datum Abschluss-/Abgangszeugnis: \_\_\_\_\_

#### 4. Berufsausbildung/Ausbildungsbetrieb → Vertrag/Zeugnis vorlegen!

Ausbildungsberuf: \_\_\_\_\_ Fachrichtung/-bereich: \_\_\_\_\_

Ausbildung von : \_\_\_\_\_ bis: \_\_\_\_\_ ( EQJ-Vertrag)  IHK  HWK

Firma: \_\_\_\_\_ Filiale: \_\_\_\_\_

Anschrift: \_\_\_\_\_ Ausbilder: \_\_\_\_\_

Telefon: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Ort/Datum

Unterschrift Auszubildende(r)

Unterschrift Sorgeberechtigter(r)

Unterschrift/Stempel Ausbildungsbetrieb

# Berufsausbildungsvertrag

BLATT 2 / AUSFERTIGUNG FÜR AUSBILDENDE / SEITE 1 VON 4

(§§ 10, 11 des Berufsbildungsgesetzes – BBiG)

Zwischen dem Ausbildenden (Ausbildungsbetrieb) und der/dem Auszubildenden wird nachstehender Berufsausbildungsvertrag zur Ausbildung im Ausbildungsberuf

(wenn einschlägig, bitte einschließl. Fachrichtung, Schwerpunkt, Wählqualifikationen und/oder Einsatzgebiet nach der Ausbildungsordnung bezeichnen)

nach Maßgabe der Ausbildungsordnung<sup>1</sup> geschlossen.

Zuständige Berufsschule

Änderungen des wesentlichen Vertragsinhaltes sind vom Ausbildenden unverzüglich zur Eintragung in das Verzeichnis der Berufsausbildungsverhältnisse bei der Industrie- und Handelskammer anzuzeigen. Die beigefügten Angaben zur sachlichen und zeitlichen Gliederung des Ausbildungsablaufes (Ausbildungsplan) sowie die beigefügten **weiteren Bestimmungen** sind Bestandteil dieses Vertrages.

## Angaben zum Ausbildenden

Name des Ausbildenden (Ausbildungsbetriebes)?

Straße, Haus-Nr.

PLZ Ort

Telefonnummer

E-Mail-Adresse (Angabe freiwillig)

Name, Vorname verantwortliche/r Ausbilder/in

## Angaben zum/zu gesetzlichen Vertreter(n)<sup>2</sup>

keiner  Eltern  Mutter  Vater  Vormund

Name, Vorname

Anschrift

Name, Vorname

Anschrift

## Angaben zur/zum Auszubildenden

Name Vorname

Straße, Haus-Nr.

PLZ Ort

Geburtsdatum Mobil-/Telefonnummer (Angabe freiwillig)

E-Mail-Adresse (Angabe freiwillig)

## § 1 – Dauer der Ausbildung

### Dauer

Die Ausbildungsdauer beträgt nach der Ausbildungsordnung

24 Monate,  36 Monate,  42 Monate.

Auf die Ausbildungsdauer wird die Berufsausbildung zur/zum<sup>3</sup>

bzw. eine berufliche Vorbildung in

mit \_\_\_\_\_ Monaten angerechnet.<sup>3</sup>

Die Berufsausbildung wird in

Vollzeit  Teilzeit<sup>4</sup> \_\_\_\_\_ % der Ausbildungszeit in Vollzeit) durchgeführt.

Die Ausbildungsdauer verlängert sich aufgrund der Teilzeit um

\_\_\_\_\_ Monate.

<sup>1</sup> Soweit keine gesonderte Formunterlage gewährt wird, dient dies als in der Vereinfachung der Lesbarkeit. Auch dort werden alle Menschen angesprochen – unabhängig, von ihrem Geschlecht her.

Die Ausbildungsdauer verkürzt sich vorbehaltlich der Entscheidung der zuständigen Stelle aufgrund

um  Monate.<sup>1</sup>

Die Berufsausbildung wird im Rahmen eines ausbildungsintegrierenden dualen Studiums absolviert.

Das Berufsausbildungsverhältnis

beginnt am  und endet am .

**Probezeit**

Die Probezeit beträgt in Monaten<sup>2</sup>:

einen  zwei  drei  vier

**§ 3 – Ausbildungsstätte**

Die Ausbildung findet vorbehaltlich der Regelungen nach § 4 Nr. 12 dieses Vertrages in

Name/Anschrift der Ausbildungsstätte  
und den mit dem Betriebsrat für die Ausbildung üblicherweise zusammenhängenden Bau-, Montage- und sonstigen Arbeitsteilen statt.

**§ 4 – Pflichten des Ausbildenden**

Ausbildungsmaßnahmen außerhalb der Ausbildungsstätte(n) sind für den folgenden Zeitraum in der den folgenden Ausbildungsstätte(n) vorgesehen (hierzu zählen auch Auslandsaufenthalte)

**§ 5 – Pflichten der/des Auszubildenden**

Führung von schriftlichen oder elektronischen Ausbildungsnachweisen

Der Ausbildungsnachweis wird wie folgt geführt:

schriftlich  elektronisch

Die beigefügten weiteren Bestimmungen (Blatt 2 / Ausfertigung für Auszubildende / S. 3 und S. 4) sind Gegenstand dieses Vertrages.

Stempel und Unterschrift des Ausbildenden

**§ 6 – Bestandteile der Vergütung und sonstige Leistungen**

**Höhe und Fälligkeit**

Das Ausbildungsverhältnis fällt in den Geltungsbereich des folgenden Tarifvertrages:

Das Ausbildungsverhältnis fällt nicht in den Geltungsbereich eines gültigen Tarifvertrages.

Der Ausbildende zahlt der/dem Auszubildenden eine angemessene Vergütung (diese beträgt zurzeit monatlich brutto)

EUR  
in  ersten  zweiten  dritten  vierten  
Ausbildungsjahr.

Die Vergütung setzt sich aus verschiedenen Bestandteilen zusammen, die dem Vertrag als Anlage beigefügt werden.

**Überstunden**

Überstunden werden  vergütet; und/oder  in Freizeit ausgeglichen.

**§ 7 – Ausbildungszeit, Anrechnung und Urlaub**

**Tägliche und wöchentliche Ausbildungszeit<sup>3</sup>**

Die regelmäßige tägliche Ausbildungszeit beträgt  Stunden.<sup>4</sup> Die durchschnittliche wöchentliche Ausbildungszeit beträgt  Stunden.

**Urlaub**

Es besteht ein Urlaubsanspruch

im Kalenderjahr

Werktage:

Arbeitstage:

**§ 12 – Sonstige Vereinbarungen<sup>5</sup>; Hinweis auf anzuwendende Betriebs- bzw. Dienstvereinbarungen**

Anlage gemäß § 4 Nr. 1 des Berufsausbildungsvertrages<sup>6</sup>

Ort, Datum

Unterschrift der/des Auszubildenden

Unterschrift(en) der/des gesetzlichen Vertreters

## **6. HOW IS THE EMPLOYMENT OF A STUDENT AFTER THE SUCCESSFUL COMPLETION OF THE FINAL EXAMS RESOLVED AFTER GRADUATION? DOES THE COMPANY OFFER AN EMPLOYMENT CONTRACT AND WHEN, DOES IT OFFER A SCHOLARSHIP AND REWARD FOR WORK?**

Small craft enterprises often hire apprentices when they need new staff. If the apprentices' qualifications are satisfactory, they are then taken on. There is no guarantee of this. Larger companies also train more apprentices than they can take on afterwards. They then have to look for new employment on their own. The employer does not offer a scholarship or any kind of reward for the work done beyond the apprentice's salary. However, there are further training scholarships that are awarded to particularly high-performing apprentices. For this, for example, the average grade at graduation must be better than 1.9, or one has come in among the top three in a supraregional performance competition (e.g. „Die Gute Form“ or a practical performance competition), or the employer proposes his apprentice.

## **7. EXAMPLES OF GOOD PRACTICE**

### **COOPERATION IN PRACTICAL TEACHING AND TRAINING**

Since practice and theory are strictly separated in the dual system, cooperation is also limited. What is discussed theoretically in class is rarely relevant in practice at the same time and can be put into practice in the company, because companies work according to customer specifications or only have a special field of activity that does not cover the entire spectrum. Since there are also many very different companies in the catchment area of BBS Idar-Oberstein, it is also not possible to deal with the special activities of an individual company theoretically in class. Cooperation is therefore limited to exchanges with the company about the development progress of the trainees or finding solutions together if there are problems at school or between the parties.

Modern technology and modern teaching methods are used in schools in this school. Teachers use a platform with teaching materials that are perfectly prepared for independent work of students. When the students work independently with the teaching materials, the educator has the opportunity to consult with the students about the uncertainties and help them to master the teaching topic. Pupils enjoy this modern way of teaching, it motivates them to work independently and in case of uncertainties they have the opportunity to finish the topic.

Interesting portals:

<https://bildungsportal.rlp.de/dashboard>

<https://de.bettermarks.com/>

## Introduction of the organizations involved in the project

**HANDWERKSKAMMER KOBLENZ**

[www.hwk-koblenz.de](http://www.hwk-koblenz.de)



**Handwerkskammer  
Koblenz**

**HWK Koblenz** is a partner of more than 20,300 businesses in Rhineland-Palatinate. The institution supports professional education, future technologies, the European market, environmental protection and regional economic development. It supports entrepreneurs, issues opinions according to special regulations, organizes educational activities and cooperates with regional authorities. The Koblenz Chamber of Craftsmanship also offers vocational training for architectural heritage skills in the field of craftsmanship, as the knowledge of historical techniques in craftsmanship is increasingly being lost not only nationally but also internationally. The institution focuses on the study and preservation of historical techniques that are in danger of being lost. Expert work with the restoration and preservation of historical techniques to be preserved is based on this knowledge. It turned out that there is an urgent need for competent craftsmen who are able to provide such a professional activity. The Chamber prepares educational programs for pupils studying vocational trades. As part of vocational education, vocational school pupils are provided with vocational workplaces equipped with the most modern technologies, they prepare training and vocational courses necessary for the practice of the trade and field, they ensure the control of pupils' readiness and carry out final vocational exams. Practically, the teaching takes place in the 1st year, usually in schools, pupils gradually acquire basic knowledge, habits and exams. Further education takes place in companies. The Handwerkskammer provides further education - professional courses, examinations on regulations and other necessary skills and knowledge. This ensures the same opportunities and level of education for students.

The chamber cooperates with all vocational high schools and companies in the region.



Sehr geehrte Damen und Herren,

mit Ihrem Entschluss einen Auszubildenden\* einzustellen, tragen Sie wesentlich zur Nachwuchssicherung im Handwerk bei. Dafür danken wir Ihnen.

**Als Willkommensgruß erhält Ihr Lehrling von uns etwas ganz Besonderes:** unseren **Schutzschirm für Nachwuchskräfte!** Hierbei handelt es sich um eine kostenfreie Gruppenunfallversicherung, die Unfälle im betrieblichen und privaten Bereich umfasst. Damit Ihr Lehrling diese Versicherung erhält, muss er der Aufnahme zustimmen: Dafür einfach die beigefügte Aufnahmeerklärung ausfüllen, ankreuzen und unterschreiben und gemeinsam mit dem Ausbildungsvertrag einreichen.

Damit der Vertrag umgehend bearbeitet werden kann und Verzögerungen durch Rückfragen vermieden werden, **beachten Sie bitte die nachfolgenden Hinweise:**

- Melden Sie den Auszubildenden bei der zuständigen Berufsschule an. Das Anmeldeformular wird nach dem Ausbildungsvertrag automatisch mit den verfügbaren Daten ausgedruckt. Bitte ergänzen Sie die fehlenden Daten handschriftlich.
- Vertragsänderungen (z. B. Anschriften, Beendigung) sind der Handwerkskammer Koblenz unverzüglich per Mail mitzuteilen. Im Falle der Auflösung des Vertragsverhältnisses ist eine Kopie des Vorganges an [lehrlingsrolle@hwk-koblenz.de](mailto:lehrlingsrolle@hwk-koblenz.de) zu übermitteln.
- Aktuelle Ausbildungsordnung bitte dem Auszubildenden aushändigen. Sie finden diese unter [www.bibb.de](http://www.bibb.de).
- Urlaubsanspruch und Urlaubsdauer richten sich nach dem Jugendarbeitsschutzgesetz, dem Bundesurlaubsgesetz bzw. nach den gültigen Tarifverträgen. Sofern keine günstigeren Urlaubsregelungen zur Anwendung kommen gelten die obigen Bestimmungen. Zu Ihrer Unterstützung stehen Ihnen unsere Urlaubstabellen zur Verfügung. Sie finden dazu einen Link unter [www.hwk-koblenz.de/lehrvertrag](http://www.hwk-koblenz.de/lehrvertrag).
- Informationen zu den einzelnen Ausbildungsberufen mit Vergütungen sowie Ausfüllhinweise finden Sie ebenfalls unter [www.hwk-koblenz.de/lehrvertrag](http://www.hwk-koblenz.de/lehrvertrag).
- Reichen Sie bitte den gesamten von allen Vertragspartnern unterzeichneten Berufsausbildungsvertrag (4-fach), die „Weiteren Vertragsbestimmungen – WVB“ (3-fach) sowie den Antrag auf Eintragung in die Lehrlingsrolle und die erforderlichen Anlagen vor Ausbildungsbeginn bei der Handwerkskammer Koblenz ein. Bei minderjährigen Auszubildenden unterschreiben auch die gesetzlichen Vertreter.  
Folgende Unterlagen sind dem Ausbildungsvertrag und dem Antrag auf Eintragung beizufügen:
  - Die Erstuntersuchung gem. § 32 JArbSchG für Jugendliche unter 18 Jahren.
  - Ausländische Ausbildungsstellenbewerber aus Nicht EU-Staaten müssen im Besitz einer gültigen Arbeitserlaubnis sein. Diese ist ebenfalls in Kopie beizufügen. Nähere Auskünfte diesbezüglich erteilt die zuständige Kreis- oder Stadtverwaltung bzw. die Agentur für Arbeit.
  - Vollständige Ausbilderunterlagen, sofern diese noch nicht vorliegen.
  - Anrechnungsnachweise auf die Lehrzeit (z. B. Zeugnisse) oder bei teilweise absolvierter Ausbildung: der damalige Ausbildungsvertrag sowie die Kündigung bzw. der Aufhebungsvertrag.
- Händigen Sie dem Auszubildenden bzw. den Erziehungsberechtigten nach der Eintragung dessen Vertragsexemplar unverzüglich aus.

Mit freundlichen Grüßen

Ihre Handwerkskammer Koblenz

\* Aus Lesbarkeitsgründen wird hier und auf den folgenden Seiten nur die männliche Form verwendet.

**Haben Sie noch weitere Fragen zur Ausbildung? Wir helfen Ihnen gerne weiter!**

Ausbildungsberatung: Tel.: 0261 398-333, -332 oder  
Lehrlingsrolle: Tel.: 0261 398-364, -365; Fax: 0261 398-985  
E-Mail: [lehrlingsrolle@hwk-koblenz.de](mailto:lehrlingsrolle@hwk-koblenz.de)



## Berufsausbildungsvertrag (gemäß HwO / BBiG)

Zwischen dem **Ausbildungsbetrieb** (Ausbildenden)\*\* und dem **Auszubildenden\*\***

Blatt 1: Für die Handwerkskammer



<p>Betriebsnr. nach § 7 SGB IV: <input type="text"/></p> <p>Firma / Name: <input type="text"/></p> <p>Straße, Haus-Nr.: <input type="text"/></p> <p>PLZ: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> Ort: <input type="text"/></p> <p>Telefon / Fax: <input type="text"/></p> <p>E-Mail: <input type="text"/></p> <p>Ausbildungsstätte, wenn vom Betriebsitz abweichend:</p> <p>Ausbildungsstätte Straße, Haus-Nr.: <input type="text"/></p> <p>Ausbildungsstätte PLZ: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> Ort: <input type="text"/></p>	<p>Vertragsnr.: <input type="text"/> - <input type="text"/> - <input type="text"/></p> <p>Geburtsdatum: <input type="text"/></p> <p>Staatangehörigkeit: <input type="checkbox"/> türkisch (Türkei) <input type="checkbox"/> männlich <input type="checkbox"/></p> <p>Name, Vorname: <input type="text"/></p> <p>Straße, Haus-Nr.: <input type="text"/></p> <p>PLZ: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> Ort: <input type="text"/></p> <p>Telefon / E-Mail: <input type="text"/></p> <p>Arztliche Erstuntersuchung <input checked="" type="checkbox"/> ja <input type="checkbox"/> nein <small>muss beigelegt sein, wenn noch nicht 18 Jahre alt (§ 32 Abs. 1 ArbSchG) nicht beigelegt, da volljährig</small></p> <p><b>Gesetzlicher Vertreter #1</b></p> <p>Art Gesetzlicher Vertreter: <input type="text"/></p> <p>Name, Vorname: <input type="text"/></p> <p>Straße, Haus-Nr.: <input type="text"/></p> <p>PLZ, Ort: <input type="text"/> <input type="text"/></p> <p><b>Gesetzlicher Vertreter #2</b></p> <p>Art Gesetzlicher Vertreter: <input type="text"/></p> <p>Name, Vorname: <input type="text"/></p> <p>Straße, Haus-Nr.: <input type="text"/></p> <p>PLZ, Ort: <input type="text"/> <input type="text"/></p>
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wird nachstehender Vertrag zur Ausbildung

im Ausbildungsberuf

ggf. mit Fachrichtung/Schwerpunkt

ggf. Wahlpflichtbaustein

nach Maßgabe der Ausbildungsordnung geschlossen. Die Führung des Ausbildungsnachweises (Berichtsheft) erfolgt:  schriftlich  elektronisch

**A) Die Ausbildungszeit beträgt nach der Ausbildungsordnung**

3 1/2 Jahre = 42 Monate  3 Jahre = 36 Monate  2 Jahre = 24 Monate =  Monate

Ausbildungsform:  Durch die Teilzeit verlängert sich der Vertrag um  Monate

Diese Ausbildungszeit **verringert** sich durch: (Schulzeugnisse, Berufsgrundschuljahreszeugnis, andere Ausbildungszeugnisse in Kopie beifügen)

Vorherige Ausbildung  als/bei Firma / Ort  vom  bis  -  Monate

Berufliche Vorbildung (z. B. BGJ, BFS, EQ etc.)  -  Monate

Andere Gründe (Mittlere Reife, Abitur, anderer Schulabschluss)  (Maximale Verkürzung: Aufgrund Mittlerer Reife 6 Monate, aufgrund Abitur/Fachabitur 12 Monate.) -  Monate

somit dauert die **tatsächliche Ausbildungszeit** vom (Beginn)  bis (Ende)  =  Monate

**B) Die Probezeit beträgt**  1 Monat  2 Monate  3 Monate  4 Monate

**C) Die regelmäßige tägl. Ausbildungszeit beträgt**  Std.  Min., die regelmäßige **wöchentl.** Ausbildungszeit beträgt  Std.  Min.

**D) Der Ausbildungsbetrieb zahlt dem Auszubildenden eine angemessene Vergütung (§ 6).** Diese beträgt z. Zt. monatlich brutto:

Im 1. Ausbildungsjahr	Im 2. Ausbildungsjahr	Im 3. Ausbildungsjahr	Im 4. Ausbildungsjahr
<input type="text" value="660,00"/>	<input type="text" value="772,00"/>	<input type="text" value="877,00"/>	<input type="text" value=""/>

Für das Gewerk des/der Auszubildenden besteht folgender Tarifvertrag:

Die Vergütung setzt sich aus verschiedenen Bestandteilen, die in einer Anlage zum Ausbildungsvertrag (s. Feld F) aufgeführt werden, zusammen.

Eine über die vereinbarte regelmäßige tägliche Ausbildungszeit hinausgehende Beschäftigung wird als Überstunde besonders vergütet oder in Freizeit ausgeglichen.

**E) Die Urlaubsdauer** richtet sich mind. nach dem Jugendarbeitsschutzgesetz, dem Bundesurlaubsgesetz bzw. nach den anzuwendenden Tarifverträgen. Der Ausbildungsbetrieb gewährt dem Auszubildenden nachfolgend aufgeführten Urlaub. Es besteht Anspruch auf:

Kalenderjahr	2023	2024	2025	2026
Arbeitstage	<input type="text" value="9,00"/>	<input type="text" value="21,00"/>	<input type="text" value="20,00"/>	<input type="text" value="20,00"/>

**F) Sonstige Vereinbarungen** (siehe § 12); Angaben zur Zusammensetzung der Vergütung

1) Zutreffendes bitte ankreuzen \*) Das Ausfüllen der weiß hinterlegten Felder ist freiwillig. \*\*) Aus Lesbarkeitsgründen wird auf die weibliche Form verzichtet. Die vorstehenden und nachfolgenden Vereinbarungen/Erklärungen sind Gegenstand dieses Vertrags und werden anerkannt. Die Richtigkeit und Vollständigkeit der Angaben wird bestätigt. Ich erteile meine Einwilligung zur Speicherung, Übermittlung, Veränderung und Löschung aller mit diesem Vertrag mitgeteilten Daten zur Verwendung im Rahmen der HwO § 28 und der §§ 35, 87 und 88 BBiG, von deren Inhalt ich Kenntnis genommen habe.

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Ort und Datum			Unterschrift gesetzl. Vertreter 1
Unterschrift Betrieb (Inhaber)	Unterschrift Ausbilder	Unterschrift Auszubildender	Unterschrift gesetzl. Vertreter 2

## Antrag zur Eintragung in das Verzeichnis der Berufsausbildungsverhältnisse (Lehrlingsrolle)

### Ausbilder

<input type="text" value="Günther Guneschögen"/>	<input type="text" value="Geburtsname"/>	<input type="text" value="17.08.1973"/>	<input type="text" value="weiblich"/>
Vorname Name des Ausbilders		geb. am	Geschlecht
<input type="text" value="Ausbildungsberechtigung"/>		<input checked="" type="checkbox"/> Vollzeit	<input type="checkbox"/> Teilzeit

**Achtung: Falls der Ausbilder neu benannt wird, bitte Belege über Ausbildungsberechtigung beifügen.**

### Betrieb

<input type="text" value="2023"/>	<input type="text" value="6"/>	<input type="text" value="5"/>	<input type="text" value="1"/>	<input type="checkbox"/> ja <input checked="" type="checkbox"/> nein
Jahr	Anzahl	Anzahl	Anzahl	Wir sind ein Betrieb des öffentlichen Dienstes
Gesamtzahl der Beschäftigten einsch. Inhaber, ohne Auszubildende				Erstausbilder
davon sind Fachkräfte im Ausbildungsberuf (einschl. Meister)				<input type="checkbox"/> ja <input checked="" type="checkbox"/> nein
Zahl der vor diesem Vertragsabschluss bereits bestehenden Ausbildungsverhältnisse in diesem Ausbildungsberuf				

### Auszubildender

**Vorbildung:**

Höchster Allgemeinbildender Schulabschluss	Berufsvorbereitung, berufliche Grundbildung (mindestens 6 Monate) (wenn ja, Mehrfachnennungen möglich)	Bisherige Ausbildung
<input type="checkbox"/> kein Abschluss	<input checked="" type="checkbox"/> keine Teilnahme	<input checked="" type="checkbox"/> keine Ausbildung
<input type="checkbox"/> Förderschule	<input type="checkbox"/> betriebliche Qualifizierungsmaßnahme (mind. 6 Monate z. B. EQ, Qualifizierungsbausteine)	<input type="checkbox"/> abgeschlossene Berufsausbildung
<input type="checkbox"/> Berufsaufreifeabschluss / Hauptschulabschluss	<input type="checkbox"/> Berufsvorbereitungsmaßnahme nach SGB III (Maßnahme der Bundesagentur für Arbeit)	<input type="checkbox"/> abgebrochene Berufsausbildung
<input checked="" type="checkbox"/> qualifizierter Sekundarabschluss I	<input type="checkbox"/> schulisches Berufsvorbereitungsjahr (BVJ) (Zeugnis beifügen)	<input type="checkbox"/> abgeschlossene Berufsausbildung in schulischer Form
<input type="checkbox"/> Fachhochschul-/Hochschulreife	<input type="checkbox"/> schulisches Berufsgrundbildungsjahr (BGJ/BF1) (Zeugnis beifügen)	<input type="checkbox"/> abgebrochene Berufsausbildung in schulischer Form
<input type="checkbox"/> im Ausland erworbener Abschluss, der nicht zuordenbar ist	<input type="checkbox"/> Berufsfachschule ohne voll qualifizierenden Berufsabschluss	<input type="checkbox"/> vorheriges Studium mit Erfolg
	<input type="checkbox"/> sonstige berufliche Schule, z. B. Fachoberschule	<input type="checkbox"/> vorheriges Studium ohne Erfolg

Der Auszubildende besucht künftig die **Berufsschule** in:

### Öffentliche Förderung des Ausbildungsverhältnisses (monatlich, regelmäßig, >50 % der Kosten)

keine, da überwiegend betriebliche Finanzierung

ja, und zwar durch:

- Sonderprogramme des Bundes/ Landes/ Kommunen
- außerbetriebliche Berufsausbildung nach §74 (1) 2 SGB III, §76 SGB III und §78 SGB III (i.d.R. von Bundesagentur für Arbeit geforderte Maßnahmen)
- außerbetriebliche Berufsausbildung für behinderte Menschen bzw. Reha nach §73, 1 und 2 SGB III, §115, 2 SGB III, §116, 2 und 4 SGB III und §117 SGB III

### Erklärung des Auszubildenden:

Die Einrichtungen unserer Ausbildungsstätten bieten – ggf. zusammen mit dem im Berufsausbildungsvertrag aufgeführten Ausbildungsmaßnahmen außerhalb der Ausbildungsstätte – die Voraussetzung, dass die erforderlichen Kenntnisse, Fertigkeiten und Fähigkeiten nach der Ausbildungsordnung und dem Ausbildungsrahmenplan in vollem Umfang vermittelt werden können. In der Person des Auszubildenden (Auszubildender ist der Vertragsschließende – bei juristischen Personen die vertretungsberechtigten Organe) und des von ihm ggf. bestellten Ausbilders bzw. Ausbildungsbeauftragten liegen keine Gründe vor, die der Ausbildung im Sinne des Berufsbildungsgesetzes entgegenstehen. Insbesondere besteht kein Verbot, Kinder und Jugendliche zu beschäftigen. Alle später eintretenden wesentlichen Änderungen des Berufsausbildungsvertrags werden der Handwerkskammer unverzüglich mitgeteilt.

Datum/Unterschrift des Ausbildungsbetriebes (Auszubildender)

### Dem Auszubildenden wurden die Ausbildungsordnung und der betriebliche Ausbildungsplan ausgehändigt.

**Bitte zutreffendes ankreuzen**

Der betriebliche Ausbildungsplan

- entspricht vollständig dem Ausbildungsrahmenplan der Ausbildungsordnung.
- enthält eine individuelle sachliche und zeitliche Gliederung der Ausbildung auf der Basis der Ausbildungsordnung (bitte beifügen).

Ort / Datum / Unterschrift des Ausbildungsbetriebes (Auszubildender)

### Einwilligungserklärung des Auszubildenden (BITTE ANKREUZEN):

Ich bin damit einverstanden, dass meine Tel./Fax-Nr. und E-Mail-Adresse wie vorstehend angegeben zur Führung der Lehrlingsrolle durch die HwK erhoben, gespeichert, aktualisiert und von der HwK zur zeitgemäßen Kommunikation genutzt werden. Ich möchte berufsbezogene Informationen sowie Hinweise zu Fort-/Weiterbildungs- und sonstigen Veranstaltungen zur Förderung des Handwerks erhalten. Daher bin ich damit einverstanden, dass Vor-/Nachname, Anschrift, Geburtsdatum, Geschlecht, Staatsangehörigkeit, Ausbildungsberuf, Lehrzeit, Berufsbildende Schule, Tel./Fax-Nr., E-Mail-Adresse, Daten bestandener Prüfungen wie vorstehend angegeben durch die HwK erhoben, gespeichert, aktualisiert und von der HwK zur passenden Angebotsauswahl und Kontaktaufnahme genutzt werden. Daher bin ich ferner damit einverstanden, dass Vor-/Nachname, Anschrift, E-Mail-Adresse, Ausbildungsberuf, Lehrzeit, Daten bestandener Prüfungen an Kreishandwerkerschaften, Innungen und Landesfachverbände übermittelt werden, um auch von diesen über ihr berufsbezogenes Angebot informiert zu werden.

Mir ist klar, dass alle vorstehenden Einwilligungen freiwillig sind und jederzeit mit Wirkung für die Zukunft durch Mitteilung an die HwK (Handwerkskammer Koblenz, Friedrich-Ebert-Ring 33, 56068 Koblenz; lehrlingsrolle@hwk-koblenz.de; Tel.: 0261/398-0) widerrufen werden können und meine Daten dann von der HwK nicht mehr wie in der Einwilligungserklärung dargestellt verarbeitet werden. Sollte ich keine Angaben gemacht haben, gelten die Einwilligungen als nicht erteilt.

Ort / Datum / Unterschrift des Auszubildenden / bei Minderjährigen zusätzlich Unterschrift des Erziehungsberechtigten

23.05.2023 Antrag auf Eintragung in die Lehrlingsrolle Berufsausbildungsvertrag: Seite 2 von 8



Weitere Vertragsbestimmungen (WVB)

§ 1 Ausbildungsdauer

- 1. Dauer der Vollzeit- bzw. Teilschulbildung (s. A.)
2. Probezeit (s. B\*) Die Probezeit muss mindestens einen Monat und darf höchstens vier Monate betragen.
3. Vorrangige Beendigung des Berufsausbildungsverhältnisses: Bestehen Auszubildende vor Ablauf der unter (s. A\*) vereinbarten Ausbildungsdauer die Gesellen-/Abschlussprüfung, so endet das Berufsausbildungsverhältnis mit Bekanntgabe des Ergebnisses durch den Prüfungsausschuss.
4. Verlängerung des Berufsausbildungsverhältnisses: Bestehen Auszubildende die Gesellen-/Abschlussprüfung nicht, verlängert sich das Berufsausbildungsverhältnis auf ihr Verlangen bis zur nächstmöglichen Wiederholungsprüfung, höchstens um ein Jahr.

§ 2 Ermächtigung zur Prüfungsanmeldung

Der Auszubildende ermächtigt den Auszubildenden, ihn in seinem Namen zu Prüfungen im Rahmen der Ausbildung anzumelden.

§ 3 Pflichten des Auszubildenden\*

- Der Auszubildende verpflichtet sich
1. Ausbildungsziel: dafür zu sorgen, dass dem Auszubildenden die berufliche Handlungsfähigkeit vermittelt wird, die zum Erreichen des Ausbildungsziels erforderlich ist, und die Berufsausbildung nach den beigefügten Angaben zur sachlichen und zeitlichen Gliederung des Ausbildungsbaus so den durchzuführen, dass das Ausbildungsziel in der vorgesehenen Ausbildungszeit erreicht werden kann.
2. Ausbilder: selbst auszubilden oder einen persönlich und fachlich geeigneten Ausbilder ausdrücklich damit zu beauftragen und dessen dem Auszubildenden jeweils schriftlich bekannt zu geben.
3. Ausbildungsordnung\*: dem Auszubildenden vor Beginn der Ausbildung die Ausbildungsordnung kostenlos auszuhändigen (Ausbildungsordnungen können unter www.bibb.de heruntergeladen werden).
4. Ausbildungsmittel: dem Auszubildenden kostenlos die Ausbildungsmittel, insbesondere Werkzeuge, Werkstoffe und Fachliteratur zur Verfügung zu stellen, die für die Ausbildung in den betrieblichen und überbetrieblichen Ausbildungsstätten und zum Abgeben von Zwischen- und Gesellen-/Abschlussprüfungen (mit, des ersten Teils bei einer gestreckten Prüfung) erforderlich sind.
5. Besuch der Berufsschule und von Ausbildungsmaßnahmen außerhalb der Ausbildungsstätte (überbetriebliche Unterweisung), Prüfungen: den Auszubildenden zum Besuch der Berufsschule anzuhalten und freizustellen bzw. nicht zu beschäftigen. Der Auszubildende verpflichtet sich, den Auszubildenden, wenn Ausbildungsmaßnahmen außerhalb der Ausbildungsstätte vorgeschrieben und durchzuführen sind, freizustellen. Das Gleiche gilt für die Teilnahme an Prüfungen und an dem Arbeitsplatz, der der schriftlichen Gesellen-/Abschlussprüfung vorgeht.
6. Führung von schriftlichen oder elektronischen Ausbildungsnachweisen: schriftliche oder elektronische Ausbildungsnachweise dem Auszubildenden für die Berufsausbildung kostenfrei zur Verfügung zu stellen und ihm Gelegenheit zu geben, die Ausbildungsnachweise während der Ausbildungszeit am Arbeitsplatz zu führen. Der Auszubildende wird den Auszubildenden zum ordnungsgemäßen Führen der Ausbildungsnachweise anhalten und dies durch regelmäßige Abrechnung oder in sonstiger geeigneter Weise bestätigen.
7. Ausbildungsbezogene Tätigkeiten: dem Auszubildenden nur Aufgaben zu übertragen, die dem Ausbildungszweck dienen und seinen körperlichen Kräften angemessen sind.
8. Sorgfaltspflicht: dafür zu sorgen, dass der Auszubildende charakterlich gefordert sowie sittlich und körperlich nicht gefährdet wird.
9. Ärztliche Untersuchungen: sofern der Auszubildende noch nicht 18 Jahre alt ist, sich Bescheinigungen gemäß §§ 32,33 Jugendberufshilfegesetz (JugendBerG) darüber vorlegen zu lassen, dass er a) vor der Aufnahme der Ausbildung untersucht und b) vor Ablauf des ersten Ausbildungsjahres nachuntersucht worden ist.
10. Eintragungsantrag: unverzüglich nach Abschluss des Berufsausbildungsvertrages die Eintragung in das Verzeichnis der Berufsausbildungsstellen bei der zuständigen Handwerkskammer unter Beilage der Vertragsunterlagen und – bei Auszubildenden unter 18 Jahren – einer Kopie der ärztlichen Bescheinigung über die Eintragung zu folgen.
11. Anmeldeung zu Prüfungen: Auszubildende rechtzeitig zu den angesetzten Zwischen- und Gesellen-/Abschlussprüfungen (unter 1. und 3. Teil einer gestreckten Gesellen-/Abschlussprüfung anzurechnen und für die Teilnahme freizustellen sowie der Anmeldung zur Zwischenprüfung oder zum 1. Teil einer gestreckten Gesellen-/Abschlussprüfung bei Auszubildenden, die noch nicht 18 Jahre alt sind, eine Kopie der ärztlichen Bescheinigung über die erste Nachuntersuchung gemäß § 33 des JugendBerG beizulegen.

§ 4 Pflichten des Auszubildenden\*

- Der Auszubildende hat sich zu bemühen, die berufliche Handlungsfähigkeit zu erwerben, die erforderlich ist, um das Ausbildungsziel zu erreichen. Er verpflichtet sich insbesondere:
1. Lernpflicht: die ihm im Rahmen seiner Berufsausbildung übertragenen Aufgaben sorgfältig auszuführen.
2. Berufsschulunterricht, Prüfungen und sonstige Maßnahmen: am Berufsschulunterricht und an Prüfungen sowie an Ausbildungsmaßnahmen außerhalb der Ausbildungsstätte teilzunehmen, für die er nach § 2 Nr. 5 und 11 WVB freigestellt bzw. nicht beschäftigt wird.
3. Weisungsbereitschaft: den Weisungen zu folgen, die ihm im Rahmen der Berufsausbildung vom Auszubildenden, vom Ausbilder oder von anderen Personen, soweit sie als weisungsberechtigt bekannt gemacht worden sind, erteilt werden.
4. Betriebliche Ordnung: die für die Ausbildungsstätte geltende Ordnung zu beachten.
5. Sorgfaltspflicht: Werkzeuge, Maschinen und sonstige Einrichtungen pfleglich zu behandeln und sie nur zu den ihm übertragenen Arbeiten zu verwenden.
6. Betriebsgeheimnisse: über Betriebs- und Geschäftsgeheimnisse Stillschweigen zu wahren.
7. Führung von schriftlichen oder elektronischen Ausbildungsnachweisen: die vorgeschriebenen schriftlichen oder elektronischen Ausbildungsnachweise ordnungsgemäß zu führen und regelmäßig vorzulegen.
8. Beschäftigung: bei Fernbleiben von der betrieblichen Ausbildung, vom Berufsschulunterricht oder von sonstigen Ausbildungsveranstaltungen dem Auszubildenden unter Angabe von Gründen unverzüglich Nachricht zu geben. Bei einer Arbeitsunfähigkeit infolge von Krankheit, die länger als drei Kalendertage dauert, hat der Auszubildende, sofern er Mitglied einer gesetzlichen Krankenkasse ist, das Bestehen der Arbeitsunfähigkeit sowie deren voraussichtliche Dauer feststellen und sich eine ärztliche Bescheinigung ausfertigen zu lassen. Auf Verlangen des Auszubildenden ist die Arbeitsunfähigkeit und deren voraussichtliche Dauer für bis zum Gesetz vorgesehenen ärztlich feststellen zu lassen. Dauert die Arbeitsunfähigkeit länger als in der Bescheinigung angegeben, ist der Auszubildende verpflichtet, sich eine neue ärztliche Bescheinigung ausfertigen zu lassen.
9. Ärztliche Untersuchung: soweit auf ihn die Bestimmungen des JugendBerG Anwendung finden, sich gem. den §§ 32, 33 dieses Gesetzes ärztlich a) vor Beginn der Ausbildung untersuchen und b) vor Ablauf des ersten Ausbildungsjahres nachuntersuchen zu lassen und die Bescheinigung hierüber dem Auszubildenden vorlegen.
10. Nebenberuflichkeit: keine Nebenberuflichkeit ohne vorherige schriftliche Genehmigung durch den Auszubildenden ausüben.

§ 5 Ort der Ausbildung/Ausbildungsstätten

Die Ausbildung findet in der im Lehrvertrag genannten Ausbildungsstätte und den mit dem Betriebsrat für die Ausbildung stichweiseweise zusammenhängenden Bau-, Montage- und sonstigen Arbeitsstellen statt.

§ 6 Vergütung und sonstige Leistungen

- 1. Angemessenheit: Auszubildende haben Auszubildenden eine angemessene Vergütung zu gewähren.
2. Mindestausbildungsvergütung: Vorbehaltlich der nachstehenden Sonderregelungen ist die Angemessenheit einer Vergütung ausgeschlossen, wenn sie die Mindestvergütung nach § 17 Absatz 2 Berufsausbildungsstellen (BBiG) unterschreitet.
3. Sonderregelungen:
Bei Tarifbindung des Auszubildenden (§ 3 Absatz 1 des Tarifvertragsgesetzes) ist die vereinbarte Vergütung nach angemessen, wenn sie die jeweilige Mindestvergütung unterschreitet (§ 17 Absatz 3 BBiG). Soweit das Auszubildendenverhältnis in den Geltungsbereich eines Tarifvertrags fällt, an den der Auszubildende nicht gebunden ist, ist die vereinbarte Vergütung in der Regel nicht mehr angemessen, wenn sie die Höhe der im Tarifvertrag getragenen Vergütung um mehr als 20 % bzw. die Mindestvergütung unterschreitet. Die prozentuale Unterschreitung der tariflichen Vergütung ist ausserhalb der Tarifbindung (§ 3 Absatz 1) zu prüfen. Erhöhen sich im Verlauf der Ausbildungszeit die tariflichen Vergütungssätze, so gelten diese.
4. Höhe und Fälligkeit (s. D\*): Ein oder die tägliche Ausbildungszeit hinausgehende Beschäftigung wird besonders vergütet oder durch entsprechende Freizeit ausgeglichen. Die Vergütung wird am letzten Arbeitstag des Monats gezahlt. Das auf die Urlaubszeit entfallende Entgelt (Urlaubsentgelt) wird vor Ablauf

\*Die Buchstaben (s. A bis s. F) verweisen auf den Text der Vertragsseite – Stand 15.05.2023

des Urlaubs angezeigt. Die Beiträge für die Sozialversicherung tragen die Vertragsabschlussenden nach Maßgabe der gesetzlichen Bestimmungen.

§ 7 Zusammengesetzte Vergütung: Bestandteile der Ausbildungsvergütung gemäß § 17 BBiG sind vor allem:

- 1. Tägliche Ausbildungszeit (s. C\*)
2. Anrechnung: Auf die Ausbildungszeit der Auszubildenden werden angerechnet:
a) die Berufsschulunterrichtszeit einschließlich der Pausen nach § 15 Absatz 1 Satz 2 Nr. 1 BBiG bzw. § 9 Absatz 1 Satz 2 Nr. 3 des JugendBerG, b) Berufsschulzeit nach § 15 Absatz 1 Satz 2 Nr. 2 BBiG bzw. § 9 Absatz 1 Satz 2 Nr. 3 des JugendBerG mit der durchschnittlichen täglichen Ausbildungszeit, c) Berufsschulwochen nach § 15 Absatz 1 Satz 2 Nr. 3 BBiG bzw. § 9 Absatz 1 Satz 2 Nr. 3 JugendBerG mit der durchschnittlichen wöchentlichen Ausbildungszeit, d) die Freistellung nach § 15 Absatz 1 Satz 2 Nr. 4 BBiG bzw. § 10 Absatz 1 Nr. 1 JugendBerG mit der Freistellung nach § 15 Absatz 1 Satz 2 Nr. 4 BBiG bzw. § 10 Absatz 1 Nr. 1 JugendBerG mit der durchschnittlichen täglichen Ausbildungszeit,
3. Lage des Urlaubs: Der Urlaub soll zusammenhängend und in der Zeit der Berufsschulferien eintreten und genommen werden. Während des Urlaubs darf der Auszubildende keine dem Urlaubszweck widersprechende Erwerbsarbeit leisten.
4. Fortzahlung der Vergütung: Dem Auszubildenden wird die Vergütung auch gezahlt:
a) für die Zeit der Freistellung gemäß § 3 Nr. 5 und 11 WVB sowie gem. § 10 Absatz 1 Nr. 2 und § 43 JugendBerG, b) bis zur Dauer von 6 Wochen, wenn er sich für die Berufsausbildung bewirbt, diese aber ausfällt oder aus einem sonstigen, in seiner Person liegenden Grund unverschuldet verhindert ist, die Pflichten aus dem Berufsausbildungsverhältnis zu erfüllen oder bei Krankheit nach Maßgabe des Entlohnungsfortzahlungsgesetzes.

§ 8 Kündigung

- 1. Kündigung während der Probezeit: Während der Probezeit kann das Berufsausbildungsverhältnis ohne Einhaltung einer Kündigungsfrist und ohne Angabe von Gründen gekündigt werden.
2. Kündigungsgründe: Nach der Probezeit kann das Berufsausbildungsverhältnis nur gekündigt werden a) aus einem wichtigen Grund\* (ohne Einhalten einer Kündigungsfrist) oder b) vom Auszubildenden mit einer Kündigungsfrist von 4 Wochen, wenn er die Berufsausbildung aufgeben oder sich für eine andere Berufstätigkeit ausbilden lassen will.
3. Form der Kündigung: Die Kündigung muss schriftlich, im Falle § 8 Nr. 2 WVB unter Angabe der Kündigungsgründe erfolgen.
4. Unwirksamkeit einer Kündigung: Eine Kündigung aus einem wichtigen Grund ist unwirksam, wenn die zugrundeliegenden Tatsachen dem zur Kündigung Berechtigten länger als 2 Wochen bekannt sind. Ist ein Schlichtungsverfahren gemäß § 10 WVB eingeleitet, so wird bis zu dessen Beendigung der Lauf der Frist gehemmt.
5. Schadensersatz bei vorzeitiger Beendigung: Wird das Berufsausbildungsverhältnis nach Ablauf der Probezeit vorzeitig gelöst, so können Auszubildende oder Auszubildende Ersatz des Schadens verlangen, wenn der andere dem Grund für die Auflösung zu vertreten hat. Das gilt nicht bei Kündigung wegen Aufgabe oder Wechsels der Berufsausbildung (§ 8 Nr. 2b WVB). Der Anspruch erlischt, wenn er nicht innerhalb von 3 Monaten nach Beendigung des Berufsausbildungsverhältnisses geltend gemacht wird.
6. Aufhebung des Betriebs, Wegfall der Ausbildungsstelle: Bei Kündigung des Berufsausbildungsverhältnisses wegen Betriebsaufgabe oder wegen Wegfalls der Ausbildungsstelle verpflichtet sich Auszubildende, sich mit Hilfe der Berufsberatung der zuständigen Agentur für Arbeit rechtzeitig um eine weitere Ausbildung im betrieblichen Ausbildungsstellenmarkt in einer anderen geeigneten Ausbildungsstätte zu bemühen.

§ 9 Betriebliches Zeugnis

Der Auszubildende hat dem Auszubildenden bei Beendigung des Berufsausbildungsverhältnisses ein Zeugnis auszustellen. Die elektronische Form ist ausgeschlossen. Hat der Auszubildende die Berufsausbildung nicht selbst durchgeführt, so soll auch der Ausbilder das Zeugnis unterschreiben. Es muss Angaben enthalten über Art, Dauer und Ziel der Berufsausbildung sowie über die erwerbsrelevanten Fertigkeiten, Kenntnisse und Fähigkeiten des Auszubildenden. Auf Verlangen des Auszubildenden sind auch Angaben über Verhalten und Leistung aufzunehmen.

§ 10 Belegung von Streittigkeiten

Bei Streitigkeiten aus dem bestehenden Berufsausbildungsverhältnis ist vor Inanspruchnahme des Arbeitsgerichts nach § 111 Abs. 2 des Arbeitsgerichtsgesetzes bei der zuständigen Innung ernannte Ausschuss zur Schlichtung von Lehrlingsstreitigkeiten anzurufen.

§ 11 Erfüllungsort

Erfüllungsort für alle Ansprüche aus diesem Vertrag ist der Ort der Ausbildungsstätte.

§ 12 Sonstige Vereinbarungen\*

Rechtswirksame Nebenabreden, die das Berufsausbildungsverhältnis betreffen, können nur durch schriftliche Ergänzung unter (s. F) dieses Berufsausbildungsvertrages getroffen werden.

\*Die Dauer oder anderen abgeschlossen Berufsausbildung ist bei entsprechender Vereinbarung der Vertragspartner nach § 6 Absatz 2 Satz 3 BBiG ganz oder teilweise auf die Ausbildungszeit anzurechnen, sofern die dem Vertrag zugrunde liegende Ausbildungsordnung eine Anrechnungsmöglichkeit nach § 6 Absatz 2 Satz 1 Nr. 4 BBiG vorsieht. Durch Rechtsverordnung der Landesregierungen kann bestimmt werden, dass der Besuch eines Bildungsganges berufsbildender Schulen oder die Berufsausbildung in einer sonstigen Einrichtung ganz oder teilweise auf die Ausbildungszeit angerechnet wird. Wird eine solche Rechtsverordnung nicht erlassen, kann die Anrechnung durch die zuständige Stelle im Einzelfall erfolgen. Für die Entscheidung über die Anrechnung auf die Ausbildungszeit kann der Hauptausschuss des Bundesinstituts für Berufsbildung Empfehlungen beschließen. Im Einzelfall bedarf es für die Anrechnung eines gemeinsamen Antrags der Auszubildenden und der Auszubildenden. Der Anrechnungszeitraum muss nicht länger als sechs Monate sein. Nach § 8 Absatz 1 BBiG hat die zuständige Stelle auf gemeinsamen Antrag des Auszubildenden und des Auszubildenden die Ausbildungszeit zu verkürzen, wenn zu erwarten ist, dass das Ausbildungsziel auch in der verkürzten Zeit erreicht wird.

\*Auszubildende und Auszubildende können die Durchführung der Berufsausbildung in Teilzeit vereinbaren (§ 7a BBiG). Die Dauer der Teilzeiterwerbtausbildung verlängert sich entsprechend, höchstens jedoch bis zum Einheitsabgabensatz der Dauer, die in der Ausbildungsordnung für die betreffende Berufsausbildung in Vollzeit festgelegt ist. Die Dauer der Teilzeiterwerbtausbildung ist auf ganze Monate abzurunden. Auf Verlangen der Auszubildenden verlängert sich die Ausbildungszeit auch über die Höchstdauer des Einheitsabgabensatzes bis zur nächsten möglichen Abschlussprüfung. Der Antrag auf Ertrag des Berufsausbildungsvertrages kann mit dem Antrag auf Verkürzung der Ausbildungszeit verbunden werden.

\*Zur Erfüllung der vertraglichen Verpflichtungen der Auszubildenden können mehrere natürliche oder juristische Personen in einem Auszubildendenverband zusammenwirken, soweit die Verantwortlichkeit für die einzelnen Ausbildungsabschnitte sowie für die Ausbildungszeit insgesamt sachgerecht ist (Verbandsausbildung, § 10 Absatz 5 BBiG). Gemäß § 103 Absatz 1 BBiG und § 122 Absatz 4 der Handwerksordnung (HwO) sind die vor dem 1. September 1969 bestehenden Ordnungsmittel anzuwenden, solange eine Ausbildungsordnung nicht erlassen ist.

\*Vertretungsberechtigt sind beide Eltern gemeinsam, soweit nicht die Vertretungsberechtigung nur einem Elternteil zusteht. Ist ein Vormund bestellt, so bedarf dieser zum Abschluss des Ausbildungsvertrages der Genehmigung des Vormundschaftsgerichts.

\*Nach dem Urlaub beträgt die höchstzulässige tägliche Arbeitszeit (Ausbildungszeit) bei noch nicht 18 Jahren alten Personen grundsätzlich 8 Stunden. Ist allerdings die Arbeitszeit an einzelnen Werktagen auf weniger als 8 Stunden verkürzt, können Jugendliche an den übrigen Werktagen derselben Woche bis zu achtzehn Stunden beschäftigt werden (§ 8 JugendBerG). Im Übrigen sind die Vorschriften des JugendBerG über die höchstzulässigen Wochenarbeitszeiten zu beachten.

\*Ein wichtiger Grund ist gegeben, wenn Tatsachen vorliegen, aufgrund derer dem Kündigenden unter Berücksichtigung aller Umstände des Einzelfalles und unter Abwägung der Interessen beider Vertragsparteien die Fortsetzung des Auszubildendenverhältnisses bis zum Ablauf der Ausbildungszeit nicht zugemutet werden kann.

\*Es kann als integraler Bestandteil der Ausbildung Ausbildungsabschnitte im Ausland bis zu einem Viertel der Ausbildungszeit vereinbart werden. Weiterhin können Zusatzqualifikationen vereinbart werden. Diese können Wahlbausteine in neuen Ausbildungsordnungen oder Teile anderer Ausbildungs- oder Fortbildungsordnungen sein. Zusatzqualifikationen müssen genehmigt geprüft und bescheinigt werden.

1. TITLE OF THE CERTIFICATE (DE) (1)
<b>Gesellenprüfung im staatlich anerkannten Ausbildungsberuf Tischler/ Tischlerin</b>
(1) in original language

2. TRANSLATED TITLE OF THE CERTIFICATE (EN)(1)
<b>journeyman's examination in the state-recognized training occupation Joiner</b>
(1) This translation has no legal status.

3. PROFILE OF SKILLS AND COMPETENCES
<ul style="list-style-type: none"> <li>• Develop and draw products on the basis of considerations of design and function</li> <li>• Select wood and timber products in accordance with intended use and economic efficiency</li> <li>• Make parts from wood and timber products by hand and by machine</li> <li>• Assemble parts into finished products</li> <li>• Process veneers, synthetic materials, metals, glass and auxiliary materials</li> <li>• Fit, operate and maintain machines, machine tools, plants and equipment</li> <li>• Fit, operate and maintain pneumatic, hydraulic and electronic equipment and apparatus</li> <li>• Finish surfaces by preparing and applying mordants and colouring agents, and prepare and apply different coating materials</li> <li>• Install pre-assembled parts and products.</li> </ul>

4. RANGE OF OCCUPATIONS ACCESSIBLE TO THE HOLDER OF THE CERTIFICATE (1)
Joiners work at small and medium-sized craft trade companies in such sectors as construction, furniture production, window manufacture and interior finishing.
(1) if applicable

**(\*) Explanatory notes**

This document is designed to provide additional information about the specified certificate and does not have any legal status in itself. The format of the description is based on the following texts: Council Resolution 93/C 49/01 of 3 December 1992 on the transparency of qualifications, Council Resolution 96/C 224/04 of 15 July 1996 on the transparency of vocational training certificates, and Recommendation 2001/6 13/EC of the European Parliament and of the Council of 10 July 2001 on mobility within the Community for students, persons undergoing training, volunteers, teachers and trainers.

More information on transparency is available at: [www.europass.cedefop.eu.int/transparency](http://www.europass.cedefop.eu.int/transparency)

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5. OFFICIAL BASIS OF THE CERTIFICATE	
<b>Name and status of the body awarding the certificate</b> Chamber of Crafts and Trades	<b>Name and status of the national/regional authority providing accreditation/recognition of the certificate</b> Chamber of Crafts and Trades
<b>Level of the certificate (national or international)</b> ISCED 3B German Qualifications Framework (DQR) level 4 (alignment is preliminary pursuant to "German Qualifications Framework for Lifelong Learning" - German EQF - Referencing report of 15 November 2012). Published by: Federal Ministry of Education and Research (BMBF), Berlin and Bonn; Standing Conference of the Ministers of Education and Cultural Affairs of the Länder in the Federal Republic of Germany (Conference of the Ministers of Education and Cultural Affairs - KMK), Berlin)	<b>Grading scale / Pass requirements</b> 100-92 points = 1 = excellent 91 - 81 points = 2 = good 80 - 67 points = 3 = average 66 - 50 points = 4 = pass 49 - 30 points = 5 = poor 29 - 0 points = 6 = fail  A total of at least 50 grade points are required to pass the examination.
<b>Access to next level of education / training</b> Qualified specialist construction manager in joinery, qualified production planner in joinery, qualified customer advisor in joinery, master joiner	<b>International agreements</b> In the field of vocational training, joint declarations on the comparability of qualifications obtained in the respective vocational training systems have been signed on the basis of bilateral agreements concluded between Germany and France and between Germany and Austria.
<b>Legal basis</b> Ordinance on Initial Vocational Education and Training in the Occupation of Joiner of 01/25/2006 (Federal Law Gazette, Part I, p 245) Resolution of the Standing Conference of the Ministers of Education and Cultural Affairs of the Länder in the Federal Republic of Germany, KMK, of 13.01.2006), (Federal Gazette, No 93a of 17.05.2006)	

6. OFFICIALLY RECOGNISED WAYS OF ACQUIRING THE CERTIFICATE
Final examination administered by the competent body: <ol style="list-style-type: none"> <li>after completion of dual training in a company and at part-time vocational school (normal procedure)</li> <li>after retraining in a recognized training occupation</li> <li>as an external examination for working people without formal vocational qualifications or persons who have been trained at full-time vocational schools or other vocational training institutions</li> </ol>
<b>Additional information</b>  <b>Entry requirements:</b> Entry requirements are not governed by legislation; as a rule, young people are admitted after completing (nine or ten years of) general education. <b>Duration of training:</b> 3 years. <b>Training in the "dual system":</b> Teaching of the knowledge, skills and competences needed for an occupation is based on the typical requirements of work and business processes and prepares the trainees for a specific job. <b>The training is provided in a company and at part-time vocational school:</b> In the company, the trainees acquire practical skills in a real working environment. On one or two days per week, the trainees attend part-time vocational school, where they are taught general and vocational knowledge related to their training occupation.  <b>More information</b> is available at: <a href="http://www.berufenet.arbeitsagentur.de">www.berufenet.arbeitsagentur.de</a>  <b>National Europass Centre</b> <a href="http://www.europass-info.de">www.europass-info.de</a>

# ROMANIA

### 1. INFORMATION ABOUT THE SYSTEM OF PRACTICAL EDUCATION IN ROMANIA

**The pre-university educational system in Romania** follows a curriculum that includes both theoretical knowledge and practical education. Practical education is aimed at developing students' skills, fostering critical thinking, and preparing them for future employment or higher education.

In Romania, pre-university education is divided into several levels: primary education (grades 1-4), gymnasium (grades 5-8), and high school (grades 9-12). Practical education is integrated into the curriculum at various stages, with a focus on vocational training and hands-on learning.

Here are some key aspects of the practical education system in the pre-university educational system in Romania:

**Technical and Vocational Education:** In high school, students have the option to choose technical and vocational education programs, which provide specialized training in specific fields such as mechanics, electronics, computer science, agriculture, hospitality, and more. These programs combine theoretical knowledge with practical training, including internships and apprenticeships in relevant industries.

**Dual Education System:** Romania has implemented a dual education system, which combines classroom instruction with practical training in companies. This system allows students to gain practical experience and develop skills by working alongside professionals in their chosen fields. It helps bridge the gap between education and employment, providing students with a smoother transition to the workforce.

**Extracurricular Activities:** Pre-university educational institutions in Romania often offer extracurricular activities that promote practical education. These activities can include workshops, clubs, and competitions focused on various subjects such as robotics, coding, science experiments, entrepreneurship, art, sports, and more. These activities aim to enhance students' practical skills and foster creativity.

**Internships and Work-Based Learning:** In some high schools, students have the opportunity to participate in internships and work-based learning programs. These programs allow students to gain practical experience in a professional setting related to their field of interest. Internships and work-based learning can take place during school breaks or as part of the regular curriculum, providing students with hands-on experience and exposure to real-world work environments.

**Professional Certifications:** Certain vocational education programs in Romania provide students with the opportunity to obtain professional certifications. These certifications validate their practical skills and enhance their employability. For example, students in technical fields can earn certifications in areas such as welding, automotive repair, or electrical installations.

Overall, the practical education system in the pre-university educational system in Romania aims to equip students with both theoretical knowledge and practical skills.

By offering technical and vocational education programs, dual education options, extracurricular activities, internships, and professional certifications, Romania seeks to prepare students for future employment or higher education opportunities.

## **2. INFORMATION ABOUT ORGANIZATION**

### **CAMERA DE COMERT SI INDUSTRIE PRAHOVA**

[www.cciph.ro](http://www.cciph.ro)



CAMERA DE COMERT SI INDUSTRIE PRAHOVA is a non-governmental public benefit company whose basic goal is the development of the economy of the Prahova region and its promotion both on domestic markets and overseas. The main function and activities of the Prague Chamber of Commerce and Industry is to provide services for the entire local business community, i.e. more than 21,526 companies, lobby and representation. It acts as a connecting element between the business sphere and local, national and international public bodies, it is a real spokesman and promoter of the image of the economic entities whose interests it defends. Another supporting role for the business sector is the provision of information and advice. It organizes professional educational and qualification activities. It organizes activities and events in the field of foreign relations and international cooperation. It organizes promotional events for the business sector: company presentations, conferences, job fairs. It cooperates with educational institutions in the region, connects schools with companies and other entities, etc.

### **Colegiul Tehnic Forestier Campina( Technical Forestry College)**

[www.cthforestier.ro](http://www.cthforestier.ro)

Technical forestry and woodworking education was established in Romania in 1884.

In 1971 the Campina High School of Wood Industrialization was established, which in 1990 became the Forestry School Group and in 2011 was transformed into the Campina Forestry College.

The college has classes of high school, post-secondary and vocational education. The professional branch consists of two specializations: forestry(rangers) and forestry and wood processing.

Today Campina Forestry College is the biggest in our department in this field of education with a total number of students of about 800 pupils and 45 teachers.

The school facilities are: 15 classrooms, 2 computer science labs,4 technological activities workshops with special equipment, such as industrial machines for wood processing, tools and devices used in forestry field ;one multimedia class, one gym.

#### **Field of Study**

State vocational education regulated by the OMENCS methodology no 5033/29.08.2017.

Training of professional skills regarding to a No. 3 professional European framework qualification.

Developing and diversifying of key abilities with the goal of social and professional integration and progress in the future career.

Facilitating the social professional integration of vocational student graduates according to the professional aspirations and the needs of labor market.

Involvement of the employees in the assurance of labor market regarding their own needs.

Motivation development and increasing their interest for study through a full approach of their theoretic and practice preparation having the possibility to continue their studies depending to their skills and their interests.

### **3.VOCATIONAL TRAINING WOODWORKING- CARPENTER**

Vocational education is addressed to : 8th grade graduates , having a minimum 3 years duration and a significant share of practice preparation at the headquarters of the economic operator during about 20% of the time allocation of the first year.

In the second year almost 60% of the time allocation is spent for practice

In the 3rd year 72% of the time is used for practice .

During the 3 years of study are organized internships with a total duration of 24 weeks split in: 5 weeks in first year 9 weeks in 2nd year and 10 weeks during the second year.

The College has 4 workshops equipped with all the machines needed to develop the woodworking activities and could organize the practical activities in side or to go in a company working the specific field of activity.

### **4. INFORMATIONS ABOUT DOCUMENTS SETTING OUT THE RULES FOR PRACTICAL TEACHING IN YOUR SCHOOL.**

The rules for practical teaching in a technological school in Romania may vary depending on the specific school and its policies. However, here are some general guidelines and rules that are commonly followed in technological schools in Romania:

**Duration and Schedule:** Practical teaching in a technological school typically involves a certain number of hours or days dedicated to hands-on training in a specific field or vocational area. The duration and schedule of practical teaching may vary depending on the curriculum and the specific program or course.

**Curriculum Integration:** Practical teaching is integrated into the curriculum of a technological school, allowing students to apply theoretical knowledge in practical settings. It provides opportunities for students to gain hands-on experience and develop practical skills relevant to their chosen field.

**Technical Workshops and Laboratories:** Technological schools are equipped with technical workshops and laboratories where students can engage in practical activities. These facilities are designed to provide students with access to tools, equipment, and resources necessary to develop their practical skills.

**Internships and Work-Based Learning:** Technological schools often collaborate with companies, organizations, or institutions to offer internships and work-based learning opportunities to students. These experiences allow students to gain real-world exposure and practical training in a professional environment related to their field of study.

**Supervision and Mentorship:** During practical teaching, students are typically supervised by qualified instructors or mentors who provide guidance, support, and feedback. These supervisors ensure that students are performing tasks safely and correctly and help them develop their skills and competencies.



**Safety Regulations:** Technological schools prioritize safety in practical teaching activities. They establish and enforce safety regulations and procedures to ensure the well-being of students and staff. This may include providing safety training, issuing personal protective equipment, and maintaining a safe and secure learning environment.

**Project-Based Learning:** Practical teaching in technological schools often involves project-based learning. Students work on specific projects or assignments that require them to apply their theoretical knowledge, problem-solving skills, and creativity. These projects may be individual or group-based, encouraging collaboration and teamwork.

**Assessment and Evaluation:** The practical teaching activities are assessed and evaluated to measure students' progress and competency development. Assessment methods may include practical exams, project evaluations, presentations, and performance assessments. Grades or credits are awarded based on student's performance and achievement of learning outcomes.

**Professional Certifications:** Technological schools may offer programs or courses that lead to professional certifications in specific fields. These certifications validate students' practical skills and enhance their employability prospects. The requirements for obtaining professional certifications may involve completing practical training, passing exams, and meeting specific criteria set by relevant certifying bodies.

It's important to note that the specific rules and guidelines for practical teaching in a technological school in Romania can vary among different institutions. Students and parents are advised to refer to the official regulations, curriculum documents, and guidelines provided by the respective school to obtain accurate and detailed information about the practical teaching rules and requirements specific to their institution.

## **5.DOCUMENTS**

It is signed only one contract between 3 sides : 1.School, 2.Company and 3 . Student ( if it is over 18 year) or parentif it is under 18.

Vocational education students have fellowships adored by the state budget through the national program “ Professional fellowships “ through which each student gets 200 RON/month

According to the performance and other criteria students might get some more support from the economic operators. These being established through individual contracts settled with the pupil.

### **CONTRACT practical training in dual education**

#### **CHAPTER I Contracting Parties**

This contract is concluded between:

1. Economic operator (hereinafter referred to as practice partner) ..... with registered office in ....., str. ...., nr. ...., county/municipality of Bucharest ....., identified with J ....., CUI ....., telephone ....., fax ....., e-mail ..... legally represented by ....., acting as .....
2. Educational establishment ....., located in ....., str. . ....No. ...., county/municipality of Bucharest ....., telephone ....., fax: ....., e-mail, ....., CUI ....., legally represented by ....., having the position of director
3. Pupil ..... (hereinafter referred to as practitioner), having the personal identification number (CNP) ....., entered in the school year ..... in class ....., field of vocational training ....., qualification ....., level of qualification ...,

represented by ..... as parent / guardian / legal supporter, domiciled in the  
locality ....., str. ....., nr. ...., county/municipality of Bucharest  
.....

## CHAPTER II

### Subject matter of the contract, its purpose and duration

Art. 1. - (1) This contract establishes the rights and obligations of the parties regarding the practical training organized at the partner economic operator of the practice or in other locations established by him and mentioned in the pedagogical annex of this contract, as part of the vocational training program through dual education.

(2) This contract aims at the quality professional training of the pupil in the qualification of ....., in order to prepare him for employment after graduation in accordance with the level of training and certified competences.

(3) This contract is concluded for the school year .....

(4) The practical training is organized in accordance with the Methodology for the organization and functioning of dual education approved by the Order of the Minister of National Education nr. 3554/2017, and in application provisions agreed by the partnership contract for the professional training of pupils through dual education, concluded between the economic operator, the educational unit and the administrative-territorial unit within whose radius the educational unit is located, hereinafter referred to as partnership contract.

(5) Practical training aims at acquiring the learning outcomes referred to in the pedagogical annex that is an integral part of this contract, in accordance with the Vocational Training Standard and curriculum in force for the qualification referred to in art. (1), para. (2). The modalities and content of the practical training period are described in this contract and in the pedagogical annex.

## CHAPTER III

### Practitioner status

Art. 2. - (1) The practitioner shall maintain, throughout the theoretical and practical training, the status of pupil of the educational unit.

(2) The partner economic operator of practice may organize, in agreement with the educational establishment and in accordance with the applicable legal regulations, additional practical training stages for pupils with an unfinished school situation due to absences or who have not obtained passing averages in practical training stages or practical training within the modules of the curriculum for that qualification.

(3) Except for the situations provided for in para. (2), additional practical training stages may be organized, only during the pupil's free time or during school holidays, with the consent of the pupil, respectively of the parent / legal guardian of the minor pupil, based on an employment contract concluded in compliance with the provisions of labor law and provided that it does not affect the fulfillment of the pupil's school obligations.

(4) For the situations referred to in para. (3), the practice partner undertakes to notify the school unit and to agree with it on the modalities of correlating the work schedule with the pupil's training program.

## CHAPTER IV

### Rights and obligations of the practitioner

Art. 3. - The practitioner has the right to:

a) to respect one's own image, dignity and personality;

b) to the protection of personal data, except for the situations provided by law;

c) to learn, including during training at the practice partner, in an environment that supports freedom of expression without violating the rights and freedoms of other participants. Freedom of expression may not prejudice the dignity, honour, private life of the person or the right to one's own image. The following manifestations are not considered freedom of expression: offensive behavior towards the staff of the practice partner and colleagues, denigration in any way of the practice partner or his employees, use of invective and trivial language, other manifestations that violate the norms of morality;

d) to carry out its practical activity under conditions that comply with the rules of hygiene, health and safety at work, civil protection and fire protection

e) to quality education and professional training during training at the practice partner, by ensuring adequate material conditions for the correct application and full completion of the curriculum and by the use by the practice tutor in collaboration with the coordinating teacher of the most appropriate teaching strategies, in order to form and develop key and professional competences in accordance with the activities and learning outcomes specified in the Pedagogical Annex

f) to participate in additional training programs organized by the practice partner and / or the educational unit to recover motivated absences or to remedy the results obtained in theoretical and practical training; Recovery through these

programs of additional preparation of unexcused absences can be made only with the agreement of the economic operator partner of practice, under the conditions established by him:

- g) to receive information on the planning of practical training activities and how to evaluate;
- h) to benefit from an objective and fair evaluation and to be informed about the grades awarded, including practical training;
- i) to have his/her absence recorded in the practice records and catalogue only if he/she is not present at the training programme; it shall be prohibited to record absence as a means of coercion;
- j) to benefit from the "professional scholarship" and/or other forms of support granted from public funds based on the legal regulations in force;
- k) to benefit from financial support and other forms of material support and incentives granted by the partner economic operator of the practice, specified in Article 5 of this contract;
- l) to benefit from non-discriminatory treatment at the place of practice. The practice partner and the school will ensure that no student is subjected to discrimination or harassment based on race, ethnicity, language, religion, sex, beliefs, disabilities, nationality, citizenship, age, sexual orientation, marital status, criminal record, family type, socio-economic situation, medical problems, intellectual capacity or other potentially discriminatory criteria;
- m) to benefit from all the rights conferred by the pupil's statute;
- n) to be informed about the legal regulations in force from which his rights and obligations derive.

**Art. 4 - The practitioner is obliged:**

to comply with all the duties incumbent upon him by the pupil's statute and the regulation of organization and functioning of the educational unit;

- b) to comply with the internal regulations of the partner economic operator of practice, in accordance with its status as a practicing student;
- c) comply with the provisions of the practical training contract and of the pedagogical annex, which is an integral part of this contract;
- d) to attend the program established for theoretical and practical training activities;
- e) be adequately prepared to acquire the competences and acquire the knowledge, skills and attitudes required by the vocational training standard and curricula for that qualification;
- f) to perform the activities requested by the tutor, provided for in the pedagogical annex, after prior training;
- g) to acquire and respect, in accordance with his/her status as a practicing student, the occupational safety and health norms, the fire prevention and extinguishing norms, the civil protection norms, as well as the environmental protection norms;
- h) use the work/protective equipment exclusively at the place of practice;
- i) in case of illness during the practice at the economic operator, notify the tutor and the coordinating teacher, directly or through the parents / guardian / legal supporter, within max. 48 hours, to go to the medical office and, depending on the doctor's recommendations, especially in the case of a contagious disease, not to endanger the health of colleagues or staff in the unit.
- j) to recover the practice activities at which he was absent, including for medical reasons, according to a training program agreed with the tutor and the practice coordinator;
- k) use and complete a practice book; It will include information on the activities carried out during the practical training period, the tasks and work topics performed, as well as personal observations regarding the activity done. The practice book is regularly checked by the tutor and the coordinating teacher and provides evidence of practical training.
- l) under no circumstances use information to which he/she has access during the practice about the practice partner or his/her clients, in order to communicate it to a third party or to publish it, even after completion of training, except with the consent of that practice partner.

**CHAPTER V**

**Financial support and other forms of material support and incentives provided by the economic operator partner of practice**

Art. 5. - (1) The practicing pupil shall benefit from financial support and other forms of material support and incentives granted by the partner economic operator of the practice, as follows:

- a) Scholarship worth ..... lei/month, for a number of... Month
- b) Other forms of material support and incentives granted by the partner economic operator of the practice:
  - Civil liability insurance in case of possible accidents, damages or bodily injuries generated during practice;
  - Transport to and from the place of practice;

- Providing a meal / day at the practice place;
  - Supplies required during practice;
  - Performance boosting awards
- (2) Financial support, incentives and other forms of support provided for in para. Paragraph 1 shall be granted subject to the following conditions:
- a) Conditions for granting the monthly scholarship
- Frequency.....
  - Promotion of subjects/modules from the curriculum.....
  - Results in theoretical and practical assessments:
  - Behavioral and attitude assessment results:
- b) Conditions for other forms of material support and incentives granted to the pupil by the partner economic operator of the practice
- Civil liability insurance in case of possible accidents, damages or bodily injuries generated during practice:  
.....
  - Transport to and from the place of practice:  
.....
  - Providing a meal / day at the practice place:  
.....
  - Necessary supplies during the practice:  
.....
  - Performance boosting awards:

**CHAPTER VI**  
**Rights and obligations of the partner of practice economic operator**

Art. 6. - The partner economic operator has the right to:

- a) to carry out the assessment of the learning outcomes acquired by the practicing pupil, during the practice carried out at the economic operator, through the practice tutor, who consults for this purpose with the practice coordinating teacher designated by the educational unit, under the conditions agreed with him;
- b) propose and organize, in collaboration with the educational unit, additional practical training stages for students with unfinished school situation due to absences or who have not obtained passing averages in practical training stages or practical training within the modules in the curriculum for that qualification;
- c) to be informed in writing by the educational unit, in the first ... working days of each month, for the previous month, on the attendance and school situation of the pupils with whom it has concluded practice contracts;
- d) request additional occupational health examinations to verify the student's medical situation, in connection with the motivation of absences to practice and possible medical incompatibilities with the specifics of the activity at the place of practice. Additional occupational health examinations shall be provided and borne by the economic operator partner in practice;
- e) propose and organize additional practical training stages outside the situations provided for in letter b), but only during the pupil's free time or during school holidays, with the consent of the pupil, respectively of the parent / legal guardian established of the minor pupil, in compliance with the provisions of labor legislation and provided that it does not affect the fulfillment of the pupil's school obligations;
- f) to participate in the organization and conduct of the examination for certification of students' professional qualification, in collaboration with the educational unit, in accordance with the regulations in force and under the conditions mutually agreed with it;
- g) to establish the amount and criteria for granting financial support, incentives and other forms of support to pupils, in compliance with the legal regulations and under the conditions assumed by this contract and the partnership contract for the professional training of pupils through dual education concluded between the economic operator, the educational unit and the administrative-territorial unit;

**Art. 7. - The partner economic operator undertakes:**

- a) to conclude, with the educational unit and with the pupil or his/her parent/guardian/legal supporter, the individual practical training contract, at the beginning of each school year, within a maximum of two weeks from the start of classes, in accordance with the methodology for the organization and functioning of dual education approved by the Order of the Minister of National Education nr. 3554/2017;

- b) to ensure the expenses with work / protective equipment, assumed through the partnership contract, in accordance with the Methodology for the organization and functioning of dual education, approved by the Order of the Minister of National Education nr. 3554/, according to specific requirements and risks at work, during training periods carried out at the economic operator;
- c) to ensure the expenses with occupational health examinations and medical analyzes if requested by the economic operator or mandatory analyzes in order to carry out the practical training stage, assumed through the partnership contract (depending on the field of activity), in accordance with the Methodology for the organization and functioning of dual education, approved by the Order of the Minister of National Education nr. 3554/2017;
- d) to ensure adequate material conditions - machinery, equipment, raw materials, consumables, energy and other utilities necessary for all practice activities for which it is responsible through the partnership contract, in accordance with the professional training standard, curricula and curriculum in force for the qualification specified in art. 1, para. ( 2);
- e) to designate the practice tutor responsible for the training of the pupil during practical training and ensure the fulfillment of his/her responsibilities, presented in the pedagogical annex of this contract, in accordance with the specifications in Annex no. 4 of the partnership contract;
- f) to establish, in partnership with the educational unit, the schedules of operation of dual education, in accordance with the provisions of the Methodology for the organization and functioning of dual education, approved by the Order of the Minister of National Education nr. 3554/2017,;
- g) to plan, together with the educational unit, the practical training stages of pupils in accordance with the provisions of the Methodology for the organization and functioning of dual education, approved by the Order of the Minister of National Education nr. 3554/2017. The activities carried out during the internship will be appropriate to the physical development, skills and knowledge of the practitioner, without jeopardizing his/her health, professional development and training. Assignment to heavy, harmful or dangerous jobs can only be done after reaching the age of 18.
- h) to ensure the training of the practicing pupil on the rules of internal organization and functioning and the rules of safety and health at work and to be responsible for applying, throughout the practice carried out at the economic operator, the necessary measures to ensure the safety and health at work of the pupil, in accordance with the legislation in force. The practice partner will take the necessary measures for the occupational safety and health of practitioners, according to the provisions of the Law on Safety and Health at Work nr. 319/2006, with subsequent amendments, and Law 53/2003 – Labour Code, republished, with subsequent amendments and completions.
- i) to organise, in agreement with the school and in accordance with the applicable legal regulations, additional practical training stages for pupils with unfinished school situation due to excused absences or who have not obtained passing averages in practical training or practical training within the modules in the curriculum for that qualification;
- j) to carry out the evaluation of the learning outcomes acquired by the practicing pupil, during the practice carried out at the economic operator, through the practice tutor, who consults for this purpose with the coordinating teacher of practice designated by the educational unit, under the conditions agreed with him, following that the results will be discussed with the pupil in order to improve his/her school performance;
- (k) provide timely financial support and other forms of material support and incentives, under the conditions laid down in Article 5;
- l) to communicate to the school unit the absences and disciplinary deviations recorded by the pupil during the practice;
- m) to consult with the school unit on measures to remedy the results of practical training, including on correcting / sanctioning deviations, based on the provisions of the internal regulations of the economic operator, the status of the pupil and the internal regulation for the organization and functioning of the educational unit.

**Art. 8 - (1)** Before starting the internship, the practice partner has the obligation to provide training to the practitioner on occupational safety and health rules in accordance with the legislation in force.

(2)The practice partner will take the necessary measures for the occupational safety and health of practitioners, according to the provisions of the Law on Safety and Health at Work nr. 319/2006, with subsequent amendments, and Law no. 53/2003 – Labour Code, republished, with subsequent amendments and completions.

(3)The practice partner certifies that they are insured in matters of civil liability, according to the legal provisions and regulations in force. This provision shall not apply to practice partners exempted by virtue of their status from such insurance.

(4) The practice partner has the obligation to inform the practitioner about the professional risks according to the legislation in force

(5) The practice partner completes the appropriate sections of the Certificate of Practical Training in accordance with the model in Annex No. 2 to the Order of the Minister of National Education nr. 4798/2017 on the approval of the Contract for practical training of students in dual education, which certifies the activities carried out by the practitioner, the learning

outcomes acquired by him and the result obtained after the evaluation. The certificate of practical training, completed and signed by the practice partner, is sent to the school to be issued to students.

## **CHAPTER VII**

### **Rights and obligations of the school**

**Art. 9. - The school has the right to:**

- a) to exercise its duties, based on the legal regulations in force, regarding the organization and development of the pupils' training process and the establishment of the schedules for the operation of dual education programs, in consultation with partner economic operators;
- b) to carry out continuous evaluation of pupils in theoretical training activities as well as in practical training in specialized modules carried out in the educational unit;
- c) to participate in the evaluation of the learning outcomes acquired by the practicing pupil during the practice carried out at the economic operator, through the practice coordinating teacher, who collaborates for this purpose with the tutor appointed by the economic operator, under the conditions agreed with him;
- d) initiate training measures to remedy the situation of students with delayed progress, including by organizing, in collaboration with partner economic operators, additional practical training stages for students with unfinished school situation due to absences or who have not obtained passing averages in practical training stages or practical training within the modules in the curriculum for that qualification;
- e) organize, in collaboration with economic operators, in accordance with the regulations in force and under the conditions agreed with them, the conduct of the examination for certification of the professional qualification of pupils.
- f) to be informed in writing about absences and disciplinary deviations recorded by the pupil during the practice
- g) to be consulted on the measures proposed by the economic operator to remedy the results of practical training, including on correcting / sanctioning deviations, based on the provisions of the internal regulations of the economic operator, the status of the pupil and the internal regulation of organization and functioning of the educational unit.

**Art. 10. - The school undertakes:**

- a) to conclude, together with the partner economic operator, the pupil or his/her parent/guardian/legal supporter, the individual practical training contract, at the beginning of each school year, in accordance with the Methodology for the organization and functioning of dual education approved by the Order of the Minister of National Education nr. 3554/2017;
- b) to provide the training spaces with the corresponding facilities for theoretical training and for the practical training component (technological laboratory and practical training) of the specialized modules, agreed to take place at the educational unit, in accordance with the professional training standard, curricula and curriculum in force;
- c) to provide raw materials, consumables, electricity and other utilities necessary for the practical training component (technological laboratory and practical training) of the specialized modules, scheduled to take place at the educational unit, in accordance with the professional training standard corresponding to the professional qualification, curricula and curriculum in force, agreed in Annex no. 1 of the partnership contract;
- d) to provide human resources for theoretical training, technological laboratory and practical training carried out in the educational unit, in accordance with the legal regulations in force;
- e) to provide work and protective equipment for pupils during the training periods carried out at the educational unit;
- f) to be responsible for complying with the rules in force regarding the safety and health at work of pupils, during the training periods carried out at the educational unit;
- g) to ensure the necessary conditions and to incur the expenses related to the assessment and certification of pupils, if the examination center for certification is organized within the educational unit;
- h) designate, in accordance with the provisions of the Methodology for the organization and functioning of dual education, approved by the Order of the Minister of National Education nr. 3554/2017, one coordinating teacher for each group of students in practical training, responsible for monitoring the practical training carried out at economic operators; the responsibilities of the coordinating teacher are detailed in the Pedagogical Annex of this contract;
- i) the teacher coordinating the practice appointed by the educational unit collaborates with the tutor appointed by the economic operator for the evaluation of the learning outcomes acquired by the practicing pupil during the practice carried out at the economic operator and makes the recording in the school documents of the grades and absences to practice;
- j) to establish, in partnership with the economic operators who are practice partners, the schedules for the operation of dual education, in accordance with the provisions of the Methodology for the organization and functioning of dual education, approved by the Order of the Minister of National Education nr. 3554/2017;
- k) to plan, together with the economic operator, the practical training stages of pupils and the practical training (technological laboratory and practical training) of the specialized modules, in accordance with the provisions of the

Methodology for the organization and functioning of dual education, approved by the Order of the Minister of National Education nr. 3554/2017;

l) to ensure, in collaboration with the economic operators partners of practice, the organization and conduct of the examination for certification of the professional qualification of pupils, in accordance with the legal regulations in force;

m) to ensure, in collaboration with economic operators, in accordance with the regulations in force and under the conditions agreed with them, the organization and conduct of continuous evaluation of pupils;

n) to ensure the other rights of pupils provided by the legislation in force

o) to issue the certificate of practical training, following its completion and signing by the practice partner and the educational unit, according to the model in Annex no. 2 to the Order of the Minister of National Education nr. 4798/2017.

#### **CHAPTER VIII**

##### **Responsible persons appointed by the practice partner and the school**

Art. 12. - (1) The guardian (the person who will have the responsibility of the practitioner on behalf of the practice partner is

Mr/Mrs. ....

Function.....

Tel:..... fax:..... email:

2) The teacher – practice coordinator, responsible for monitoring the practical training stage on behalf of the educational unit is:

Mr/Mrs.....

Function.....

Tel:..... fax:..... email:

#### **CHAPTER IX**

##### **Assessment of practical training**

Art. 13. - (1) The assessment of the learning outcomes acquired by the practicing pupil during the practice carried out at the economic operator shall be carried out by the practice tutor, who shall consult for this purpose with the practice coordinating teacher designated by the educational unit, under the conditions agreed with him. Both the level of acquiring learning outcomes and the behavior and manner of integrating the practitioner into the activity of the enterprise (discipline, punctuality, responsibility in solving tasks, compliance with the internal regulations of the practice partner, etc.) will be evaluated, using for this purpose observation sheets, evaluation tests/tests, practice book.

(2) The teacher coordinating the practice is responsible for recording in the school documents the grades and absences to practice.

(3) The activities carried out during the internship at the economic operator and the learning outcomes acquired by the practitioner are recorded in the Practical Training Certificate issued at the end of each school year, according to the model in Annex no. 2 to the Order of the Minister of National Education nr. 4798/2017

#### **CHAPTER X**

##### **Liability of the parties**

Art. 14. - Failure to fulfill or improper fulfillment of the obligations assumed by this contract entails the liability of the defaulting party, except for the exonerating cases provided by law.

#### **CHAPTER XI**

##### **Amendment of the contract**

Art. 15. - (1) Any modification to the clauses of this contract shall be made by addendum, with the agreement of the parties.

(2) The contracting party requesting the modification of the contract shall send to the other parties an address/written notification, which shall stipulate the changes it wishes to make, at least 15 days before the modification is made.

3. Modification of the contract may act only for the future. Any addendum concluded retroactively shall be void.

#### **CHAPTER XII**

##### **Force majeure**



Art. 16. - (1) None of the contracting parties shall be liable for non-performance on time and/or improper execution (in whole or in part) of any obligation incumbent on it under this contract, if the non-performance or improper execution of that obligation was caused by force majeure, as defined by law.

(2) The party invoking force majeure is obliged to notify the other parties, within 15 days from the occurrence of the event, and a certificate or other document from the competent authority certifying the occurrence of force majeure shall be sent to the other parties.

(3) If within 15 days from the occurrence, the respective event does not cease, the parties have the right to notify with 5 days' notice the full termination of this contract, without any of them claiming damages.

### **CHAPTER XIII Termination of contract**

Art. 17. - (1) This contract terminates upon reaching its term.

(2) Either party reserves the right to unilaterally terminate the contract with .... months before the expiry of the period agreed by the parties, by written notice to the other parties.

(3) The time limits referred to in paragraph 3 shall not be exceeded. (1) and (2) are not applicable in force majeure situations, as well as in other situations independent of the will of the parties that lead to the impossibility of performing contractual obligations such as triggering procedures agreed by law for companies in case of bankruptcy, voluntary dissolution / liquidation, insolvency, temporary suspension of activity, judicial reorganization, as well as in other objective situations.

(4) The provisions of para. (3) and situations where, after the conclusion of this contract, incompatibilities are found in relation to the medical situation of the pupil to the specifics of the activity and occupational risks at the places of practice, for which, objectively, independently of the will of the parties, solutions cannot be identified for continuing the performance of contractual obligations.

(5) Failure to comply with the obligations assumed by this contract by one of the parties, culpably, entitles the aggrieved party to request termination of the contract.

(6) If the pupil does not comply with the obligations assumed by this contract, the decision to terminate the contract shall be adopted by mutual agreement between the practice partner and the educational unit.

(7) For the application of the provisions of para. (5) and (6), in advance, the partner economic operator informs the school in writing about the intention and reasons for terminating the practice contract, accompanied by evidence in this regard, and the school has 5 days to respond in writing following the assessment of the situation, and in case of disagreement to propose ways to solve the dispute amicably.

(8) In case of a disagreement between the partner economic operator and the educational unit in the situations provided for in para. For the purposes of paragraph 7, the provisions of Article 7 shall apply. 19, para. (1) on amicable dispute resolution, which also involves institutional dialogue with the pupil or the parents / guardian / legal supporter of the minor pupil.

(9) In applying the provisions of this article, the economic operator partner of practice and the educational unit shall act in good faith, in a joint effort to identify pedagogical and organizational measures, including applicable alternative sanctions, in accordance with the legal regulations on the status of the pupil and the internal regulations of the two institutional partners, for the continuation of the performance of the contract, in all situations where observed deviations of pupils can be prevented or corrected, even more so in the case of minor pupils in compulsory education.

### **CHAPTER XIV Communications**

Art. 18. - (1) Any communication between the parties regarding the performance of this contract must be transmitted in writing.

(2) The written documents referred to in paragraph 2 shall be submitted in accordance with paragraph 2. (1), transmitted or received by the economic operator who is a business partner in practice or by the educational establishment, must be recorded both at the time of transmission and at the time of receipt.

(3) Communications between the parties may also be made by e-mail, courier, fax, to the addresses specified by the parties or to any of the addresses that the parties undertake to communicate to each other.

(4) Communications to pupils or parents/guardians/legal supporters of the minor pupil, regarding the performance of this contract, may also be made by means of direct, oral communication, provided that an evidentiary means is used for acknowledgement.

(5) If one of the contracting parties changes its correspondence address, it is obliged to notify the other parties within maximum 5 days.

**CHAPTER XV**  
**Dispute resolution**

Art. 19. - (1) The contracting parties shall make every effort to settle amicably, through direct negotiations, any misunderstanding or dispute arising within or in connection with the performance of the contract.  
(2) If after ..... days from the start of these negotiations, the contracting parties fail to solve amicably a contractual dispute, each party may request that the dispute be settled by the Romanian courts

**CHAPTER XVI**  
**Language governing the contract**

Art. 20. - The language governing the contract is Romanian language.

**CHAPTER XVII**  
**Law applicable to the contract**

Art. 21. - The contract will be interpreted according to the laws of Romania.

**CHAPTER XVIII**  
**Final clauses**

Art. 22. - (1) This contract represents the official and legal instrument between the contracting parties and represents the will of the parties.

(2) This contract shall be interpreted according to the concurring will of the parties, and not according to the literal meaning of the terms.

(3) In establishing the agreed will, account shall be taken, inter alia, of the purpose of the contract, the negotiations conducted by the parties, the practices established between them and their conduct after the conclusion of the contract.

(4) Application of the provisions referred to in paragraph 4 shall be carried out. (2) and (3) relate to the purpose of the contract defined in Article 1, para. (2) and the good faith of the parties in the performance of this contract.

Art. 23. - The pedagogical annex is an integral part of this contract.

Art. 24. - This contract was concluded on ....., in 3 originals, one for each contracting party.

Practice Partner School

Legal representative, director Legal representative, position .....

Name and surname ..... Name and surname .....

Signature..... Signature.....

Date..... Date.....

Teacher-practice coordinator: Practice tutor:

Name and surname ..... Name and surname .....

Signature..... Signature.....

Date..... Date.....

Student practitioner: Parent/guardian/legal supporter:

Name and surname ..... Name and surname .....

Signature..... Signature.....

Date..... Date.....

**PEDAGOGICAL ANNEX**  
**of the Practical Training Contract nr. ....**

1. Total duration of practical training organised under the responsibility of the economic operator (number of weeks, number of days/week, total number of hours): .....

2. Timetable of practical training organised under the responsibility of the economic operator, working time and timetable (specify the periods and days of preparation for the weekly and pooled practice; in the case of training sequences carried out at work points in different locations, the training periods and days for each of them shall be clearly specified):

3. Address where the practical training will be carried out organized at the economic operator or in other locations under his responsibility (in the case of several working points with different locations, indicate the address of each working point; if the practice is carried out in other locations established by the partner economic operator of the practice on the basis of written agreements / contracts that it concludes for this purpose with other economic operators or training providers, indicate the name and their address and relevant details of the organisation and conduct of the practice in those locations):

4. Indication of locations if it is necessary to travel outside the place where the practitioner is assigned:

5. Conditions for the reception of the pupil at the practical training organized under the responsibility of the economic operator

Details regarding the prerequisites (examples: mandatory medical examinations / opinions, occupational safety and health training, possible conditions regarding the prior promotion of some topics / modules from the curriculum, etc.):

6. Arrangements to ensure complementarity between the training acquired by the pupil at school and at the economic operator or other locations under his responsibility:

For example, details of the content and objectives of the activities organised in the school's workshops and laboratories and the level of acquisitions previously acquired by pupils (desirable, presented in table form similar to point 11 below). By specifying the complementarity sought through the practice at the practice partner, one can consider, for example: learning outcomes for which the school does not have the necessary resources alone (to be specified in conjunction with point 11 below); practicing in real conditions some work skills initiated in school (idem), added value for career guidance (to be specified what it consists of), etc.

7. Name and surname of the practice coordinating teacher, responsible for the pedagogical monitoring of the practitioner during the training at the economic operator or in other locations under his/her responsibility

8. Responsibilities of the practice coordinating teacher, during training at the economic operator or in other locations under his/her responsibility:

9. Name and surname of the tutor appointed by the economic operator, who will ensure compliance with the training conditions and acquisition by the practitioner of the learning outcomes planned for the period of practical training at the economic operator or other locations under its responsibility

10. Responsibilities of the practice tutor appointed by the practice partner:.....

11. Definition of the targeted learning outcomes and activities planned for their acquisition during practical training at the economic operator or other locations under its responsibility, in accordance with the Vocational Training Standard and curriculum approved by orders of the Minister of National Education, in force for the qualification covered by the practical training contract and the curriculum in local development (CDL) for internships:

Unitatea de rezultate învățării	Rezultate ale învățării vizate*	Modulul de pregătire /CDL	Posturile de lucru**	Activități planificate***	Observații

12. Arrangements for assessing and reassessing the professional training acquired by the practitioner during the practical training period at the economic operator or at other locations under his responsibility

Subiectul evaluării/reevaluării	Metoda/ instrumentul de evaluare/reevaluare	Evaluatorul	Data	Observații

	Cadru didactic	Tutore de practică	Practicant
Numele și prenumele			
Data			
Semnătura			

**6. HOW IS THE EMPLOYMENT OF A STUDENT AFTER THE SUCCESSFUL COMPLETION OF THE FINAL EXAMS RESOLVED AFTER GRADUATION? DOES THE COMPANY OFFER AN EMPLOYMENT CONTRACT AND WHEN, DOES IT OFFER A SCHOLARSHIP AND REWARD FOR WORK?**

Small craft enterprises often hire apprentices when they need new staff. If the apprentices' qualifications are satisfactory, they are then taken on. There is no guarantee of this. Larger companies also train more apprentices than they can take on . They then have to look for new employment on their own.

Also The Prahova Chamber of Commerce offer support to the graduates in order to find suitable jobs in the field of activity they have the Diploma. Also we organise twice an year JOB Fairs for all the graduates of schools in our district.

**7. COOPERATION IN PRACTICAL TEACHING AND TRAINING**

Even practice and theory are strictly separated in the dual system, cooperation is ensured by the management of the school .They have a close relationship with the companies where their students are going for the practical activities, in order to offer the students all the informations they need.

What is discussed theoretically in class is used and put into practice in the company.

## FRANCE

### 1. INFORMATION ABOUT THE SYSTEM OF PRACTICAL EDUCATION IN FRANCE

youtube-video explaining the system

<https://www.youtube.com/watch?v=yu2FBzp1Zxs>

The State, regional government and professional bodies have shared responsibility for vocational education in France.

#### **THE STATE**

The ministries responsible for initial and continuous vocational education are mainly those responsible for school education, higher education and employment.

For its part, the Ministry for National Education is responsible for initial vocational education at secondary level. In this context the law has assigned it several duties:

- it draws up frameworks for vocational diplomas in consultation with professional bodies,
- it sets exam rules,
- it awards diplomas,
- it offers a range of courses to pupils and on-the-job apprentices,
- it recruits, trains and pays teachers,
- it monitors the quality of training,
- it is accountable for the results and the resources used.

The National Education Ministry is also involved in the field of continuous training for adults through state schools that can team together and pool their resources to provide a wide range of training options for adults.

#### **REGIONAL GOVERNMENT**

The twenty-six French regions are regional authorities that are run by elected officials.

Their remit is to plan and ensure the coherence of vocational training. Within this remit, they set out their policies according to their economic and social priorities, in consultation with the State and social partners. As such they draw up the regional plan for developing vocational training which sets out, in the medium term, in their geographical area, a coherent programme for developing courses of study for young people and adults.

They also fund certain schemes for these groups according to their priorities.

They are responsible for the construction, upkeep and facilities of upper secondary schools (lycées) as well as the funding of school transport.

#### **PROFESSIONAL BODIES**

They are systematically involved with the implementation of vocational training.

As such,

- they contribute to drawing up diplomas,
- they are represented on examination panels,
- they host young people into the workplace and train them,

– they are involved with the funding of initial technological and vocational education through the payment of a tax called « *taxe d'apprentissage* ».

Professional bodies are also involved in the system of continuous professional training.

This system is based on the duty of businesses and industries to participate in the funding of continuous professional training for employees and on the right of such employees to be trained in working hours.

Further, social partners, unions that are representative of employees and employers are involved in setting objectives and priorities for the continuous professional training of employees.

### The National Education Ministry's Vocational Diplomas

In France, vocational diplomas are a national standard.

They are categorised by level, from level V (first level of qualification) to level I, corresponding to the highest qualifications

French classification	Education level	Equivalent International Classification CITE (2)	European Qualifications Framework level
Level V	short secondary level vocational qualification such, as the <i>Certificat d'aptitude professionnelle - CAP</i>	3 c	3
Level IV	<i>baccalauréat professionnel</i> (vocational baccalaureate) type diploma	3	4
Level III	a bac+2 (baccalaureate plus 2 years of higher education) type diploma such as the <i>brevet de technicien supérieur (BTS)</i> (higher vocational training certificate) or the <i>diplôme universitaire de technologie (DUT)</i> (1) (undergraduate diploma in technology).	5 b	5
Level II	bachelor type diploma such as the <i>licence professionnelle</i> vocational degree (1)	6	6
Level I	a masters type diploma (such as the <i>ingénieur</i> diploma) and doctorate (1).	6	7 et 8

(1) These diplomas are awarded by the Ministry for Higher Education and Research

(2) International Standard Classification of Education (ISCED) created by UNESCO, original name given.

In France, vocational diplomas are a national standard.

They are categorised by level, from level V (first level of qualification) to level I, corresponding to the highest qualifications.

French Education level Equivalent European classification International Qualifications Classification Framework.

These diplomas cover nearly 450 specialisms related to different trades or fields of activity.

They are drawn up and regularly reviewed in consultation with professional bodies in the framework of national bodies called « Consultative professional committees », (commissions professionnelles consultatives).

They all require the acquisition of professional and general skills and knowledge.

Diplomas awarded by the Ministry of National Education are between levels V and IV of the French classification system. They are recorded in the National Register of Vocational Certification (Répertoire national des certifications professionnelles).

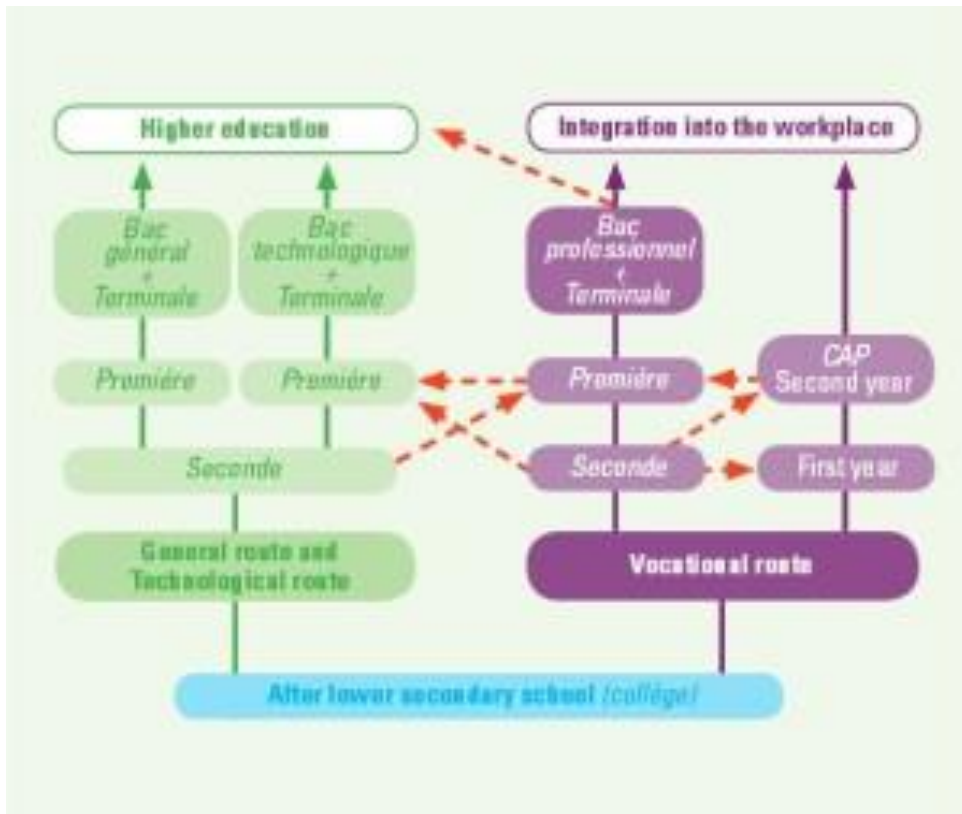
In the French educational system, there are three educational paths : **general path** (which prepares pupils for long higher studies), **technological path** (which mainly prepares pupils for higher technological studies) and **professional path** (which leads mainly to workplace, but also enables students to pursue further vocational studies). The end of upper secondary education is sanctioned by the baccalauréat.

The vocational route « enables pupils to learn a trade by gradually moving from the school environment to the world of work in particular through dual training courses with some time spent in the workplace and other periods at school. These diplomas can be prepared through schooling at a vocational high school or through an apprenticeship in a Centre de Formation pour Apprentis (CFA – apprenticeship training centre).

#### Qualifications :

- **Le certificat d'aptitude professionnel (CAP)- Vocational Training Certificate** : level 3, 2 years of study, over 200 specialties for artisanal trades, production and services
- **Le baccalauréat professionnel – Vocational baccalaureate** : level 4, 3 years of study, 70 specialisms in very diverse sectors (commerce, services, catering, maintenance, accounting, construction, agriculture, fashion...). It consists of :
  - a vocational 1st year organised by trade family or speciality outside trade families to gradually prepare the pupil for a specific vocational baccalaureate. The second year of vocational education is organised by trade families in most fields, each of which groups together several specialities of the vocational baccalaureate. This measure is designed to give students the time and knowledge they need to choose their trade. For example : professions in aeronautics, hotels and restaurants, digital and energy transitions, maritime professions...
  - a 2nd vocational year, during which pupils follow a speciality chosen at the end of the 1st year. For example, in the first year called « digital and energy transition professions », students can choose between heating, air conditioning and renewable energy installation, maintenance and energy efficiency, electricity and its connected environments and refrigeration and sustainable energy professions
  - a vocational final year, which prepares students for professional integration and further study.





- Le brevet professionnel (BP) : level 4. The vocational diploma is a national diploma which attests to the acquisition of a high level of qualification in the exercise of a defined professional activity. It is a diploma for social promotion prepared either while working or as part of a work-linked contract, usually after a level V diploma obtained in the same or a related speciality. There are more than fifty specialities.
- La mention complémentaire (MC) – Designed with the aim of professional integration, the complementary mention is a national diploma which aims to give a specialised qualification. There are about twenty specialities of complementary mention of level 4
- Le brevet des métiers d'art (BMA : arts vocational qualification) : is a national diploma in the crafts sector which aims to preserve and pass on traditional techniques while encouraging innovation. It is awarded for a professional speciality. Candidates are admitted to training (school or apprenticeship) if they hold a diploma or title in the same professional sector registered in the national register of professional certifications and classified at level 3 of the national framework of professional certifications. There are about twenty BMAs.

## 2. INFORMATIONS ABOUT ORGANIZATION

### **MAISON RHENANIE-PALATINAT**

[www.maison-rhenanie-palatinat.org](http://www.maison-rhenanie-palatinat.org)



The house Rhineland-Palatinate is founded in Burgund/Dijon 29. 11. 1991 for reasons of cooperation. The institution is supporting students of language and trainees in Burgund. They are also organizing regional markets of products and crafts. So they have a lot of experience also for woodwork education and school systems. [https://de.wikipedia.org/wiki/Haus\\_Rheinland-Pfalz](https://de.wikipedia.org/wiki/Haus_Rheinland-Pfalz) <http://maison-rhenanie-palatinat.org/>.

They are cooperating in activities with school administration (Académies de Besançon et de Dijon), education center for woodprofessions (CFA du Bâtiment Bourgogne-Franche-Comté, Compagnons du Devoir, ...), many enterprises working on wood and chamber for craft in Dijon. The institution will organize visits in woodwork schools and will demonstrate vocational education including examinations in different levels. They also can organize a short stay of small student groups from partner-regions in this project.



Réalisateur d'avenirs

[Lycée Lumière – Réalisateurs d'avenirs - ac-besancon.fr](http://lycee-lumiere-realisateurs-d-avenirs-ac-besancon.fr)

This High School is conveniently located in the centre of Luxeuil-les-bains, a small and rural town in Haute-Saône (north-east of France). It is only a few minutes away from the city centre and the railway, bus and coach stations, so it is the ideal place for students who want to explore the beautiful and historic city of Luxeuil-les-bains with its ancient Roman baths. The school offers boarding facilities.

They are committed to high quality education by offering courses in both vocational and traditional academic subjects to students from across the region. There are about 1,000 pupils and 120 teachers. Around 800 students follow a general or technological education leading to higher education at the university or in higher education colleges. After a 3-year course, they get a bachelor's degree.

The other pupils (about 200) follow a vocational training in various fields: cooking, catering, commerce, administration, personal care, bricklaying, tiling, carpentry. They study both general and professional subjects in the highschool workshops. They have 22 weeks of work experience in various companies during the course. These internships are traditionally unpaid but the government has decided to reward them about 75 euros per week, starting next schoolyear.

Some pupils already have the opportunity to make their internships abroad (in Germany, Italy or Luxembourg); they are aged 15-18.

After a 3-year course, they also get a bachelor's degree (level 4) which enables them, either to continue their studies or to work.

Some of them just follow a 2-year course which give them a level-3 diploma to enable them to work.

A few pupils are integrated into the classes as apprentices. In this case, they are considered as workers, not students. They spend more time in the company and get a salary from the company. They get the same diploma at the end of the course. These learners can be older than the other ones or sometimes adults.

### **3. INFORMATIONS ABOUT VOCATIONAL TRAINING**

At the Lycée Lumière, there are two pathways available for the vocational courses in the wood industry.

Students can choose between the Diploma in Professional Carpentry or the Diploma in Carpentry and Interior arrangement. – (baccalauréat level 4)

The first diploma offers professional carpentry courses to cover the relevant skills required for participants, trained in our on-site workshops, to become technicians in the manufacturing of furniture, layout furniture and carpentry.

The second is designed to provide opportunities for candidates to demonstrate their skills and understanding of the principles and practices of carpentry. These may fall within the role of Technician in carpentry and layout-

There is a maximum 12-pupil by class.

### **4. INFORMATIONS ABOUT DOCUMENTS SETTING OUT THE RULES FOR PRACTICAL TEACHING IN SCHOOL.**

#### **DOCUMENTS :**

- A) A CONTRACT BETWEEN THE SCHOOL AND THE COMPANY ENSURING PRACTICAL TEACHING,
- B) A CONTRACT BETWEEN THE PUPIL AND THE SCHOOL AND ALSO ANOTHER
- C) CONTRACT BETWEEN THE PUPIL AND THE COMPANY.

### **5. HOW IS THE EMPLOYMENT OF A STUDENT AFTER THE SUCCESSFUL COMPLETION OF THE FINAL EXAMS RESOLVED AFTER GRADUATION. DOES THE COMPANY OFFER AN EMPLOYMENT CONTRACT AND WHEN, DOES IT OFFER A SCHOLARSHIP AND REWARD FOR WORK??**

Since the region is covered by forests out of 50 % of the territory, the wood industry is a profitable venture.

It provides many jobs in sawmills or in furniture or kitchen manufacturers. They are small or medium sized companies.

This sector is really of prime interest in the region because of its rural character.

The school can't provide as many technicians as required by the companies. These jobs suffer from a lack of attractiveness among young people.

### CZECH REPUBLIC

#### **1. INFORMATION ABOUT THE PRACTICAL EDUCATION SYSTEM IN THE CZECH REPUBLIC**

The education system in the Czech Republic is linked to the labor market, in which the supply of initial education for graduates is interconnected with the demand in companies. The Regional Chamber of Commerce of Central Bohemia has been striving for this for a long time by supporting mutual cooperation between schools and companies in the field of vocational education. The setting up of active cooperation between the companies involved in practical teaching, which is carried out by students directly at the companies' workplaces, is of primary importance, so that they not only acquire practical knowledge in their field, but also acquire work habits. This cooperation is very beneficial for both parties and necessary for most vocational schools. It is always a relationship that is agreed upon by mutual agreement of both parties, supported by a duly signed contract.

#### **Examples of important points that a practical teaching contract must include:**

- 1) fields of education and types of activities that students will perform during practical classes,
- 2) place of practical teaching,
- 3) the practical teaching timetable, its duration and the day it starts,
- 4) the number of students participating in practical classes,
- 5) provision of tools and equipment used in practical teaching,
- 6) method of transporting students to the place of practical teaching,
- 7) method of rewarding students for active activity during practical teaching,
- 8) ensuring safety and health protection during practical teaching, personal protective work equipment and ensuring hygienic conditions,
- 9) conditions of cooperation of the authorized employee carrying out the activities of the school,
- 10) conditions of cooperation of the authorized employee of the company and management of practical training at workplaces,
- 11) agreement on the reimbursement of costs that are demonstrably and necessarily incurred by another natural or legal person exclusively for the purpose of carrying out practical training at their workplace.

**Schools in the Czech Republic provide practical teaching for their pupils in 2 ways:**

- 1) Practical teaching takes place all the time in school workshops in schools, they consult with companies about requirements, participate in part-time jobs and excursions in companies.
- 2) Pupils' practical teaching usually takes place in the first year in the school's workshops at the school, in the following years pupils complete practical work in companies that have signed a contract with the school to ensure the pupils' practical education.

**Cooperation of practical education from the perspective of the company:**

Collaborating companies enter into partnership with schools mainly due to the lack of qualified employees in the given field. Each cooperation is contractually supported and there are no restrictions on the number of established cooperations (a school can cooperate with several companies at the same time, as well as a company can cooperate with several schools at the same time). Two models are among the most commonly practiced forms of cooperation between companies and schools within practical education in the Czech Republic.

*Model 1. - Student as a future employee.*

In most cases, companies train students as their future employees through this partnership relationship, they automatically start a permanent employment relationship with the companies after completing their studies, already as qualified employees. From this point of view, students are treated like every employee in the company.

*Model 2. – Rotation of students at workplaces in companies.*

This activity consists of students doing internships in different companies and departments, where they will go through the entire production and try out many more workplaces in theory and in practice. In this way, they become familiar with the various activities that are carried out in the organization. From this point of view, it is very interesting and beneficial for students. Other possible ways of cooperation are specific, but always set up to meet the needs of all parties involved (schools, companies, and especially students to ensure the best professional education).

When starting practical classes, students are always instructed about Occupational Safety (Occupational Safety and Health Protection) based on currently valid laws and company guidelines. Employees (mentors, experts in practice, instructors) are allocated to students in companies, whose task is to cooperate with students, familiarize them with the company's activities and operations, assign them work tasks, take care of their safety, monitor their active approach to work duties etc. Last but not least, an important activity of mentors is participation in students' final apprenticeship and graduation exams. Based on the students' activity at the workplaces and the evaluation of the mentors, the employer pays the students rewards for the work done, which is mutually bound by a contract concluded before starting the practical training. Another of the advantages for companies is the possibility of tax benefits for student education costs, which include tax deductions and preferential tax write-offs for the material and technical provision of education.

**Practical education cooperation from the school's point of view:**

For the school, the involvement in this cooperation is a big benefit, mainly because it can fully devote itself to the theoretical preparation of students, and the practical part is taken over by a company that has its workplaces modern and purposefully equipped. Given the financial possibilities, the schools cannot afford the above-standard equipment of the workshops that are available at the schools as part of professional training. In most schools, equipment is limited to only basic tools and

equipment. Some schools do not even have their own workshops. Vocational training teachers also do not have enough practical experience as professional employees in companies, and therefore are in close contact with cooperating companies (e.g. in the form of consultations or workshops, access to modern equipment, machines and innovative technologies), where they have the opportunity to gain awareness of trends in the field and are able to pass them on to their students.

**The partnership of schools and companies creates a number of other opportunities for cooperation - for example:**

- other opportunities for cooperation and the conclusion of strategic partnerships for a longer period of time,
- part-time and other work opportunities for students, teaching internships, participation of company representatives in final exams,
- joint consultation and updating of school educational programs, editing of other important documents,
- organizing various professional competitions focused on the given field, continuous presentations and work with modern technologies, etc.

## **2. INFORMATION ABOUT THE ORGANIZATION**

### **REGIONAL CHAMBER OF COMMERCE OF CENTRAL BOHEMIA**

[www.khkstrednicechy.cz](http://www.khkstrednicechy.cz)



The Regional Chamber of Commerce of Central Bohemia is an entity established under a special law, supporting business entities in the Central Bohemia Region with the aim of creating the necessary business environment for both member companies and the general business public. It operates throughout the Central Bohemian Region through regional chambers at the district level (12 districts).

It cooperates with businesses, schools, towns, municipalities and labour offices across the region. It cooperates closely with the Central Bohemian Region and its Regional Office as the main partner, as well as with representatives of local governments and other important entities in the region. Cooperation with chambers and other institutions abroad is very important.

The basic activities include servicing its members in the field of education, transfer of information in the field of business, assistance with establishing cooperation between business entities, consulting in many areas, cooperation in legislative adjustments concerning the business environment, etc. Also very important are activities aimed at vocational and continuing education, vocational training, linking schools and companies, issuing expert opinions, etc.

It carries out many activities for entrepreneurs and the public - e.g. job fairs, Central Bohemian fairs, training of employees of member companies, workshops on various topics - cybernetics, tax changes, changes in legislation, workshops on marketing, renewable resources, subsidy opportunities, foreign cooperation, sustainability, expert discussions with prominent personalities or on current issues, etc. Examples of activities for schools - high school fairs, competitions, excursion and practical excursions to companies in the region, internships in companies as part of projects, round tables to establish

cooperation between secondary schools, primary schools and companies, education of pupils in various areas that will better prepare them for practice, teacher training, internships and professional excursions abroad for pupils or teachers and other activities.

## **SOŠ stavební a SOU stavební Kolín II**

<https://www.ss-stavebnikolin.cz/>



Founded in 1979 as the Secondary Vocational School of Local Construction. The institution prepared pupils for construction professions. Teaching in the three-year courses bricklayer, plumber, painter, electromechanic for distribution equipment and construction production. The school building and vocational training workshop were reconstructed for these disciplines. In 1984, full-time, evening and long-distance matriculation studies were introduced in the fields of construction - technical equipment of buildings, electrical engineering - production and operation of machines and equipment, and engineering - production, assembly and repair of devices and machinery. By decision of the Ministry of Education of the Czech Republic, file no. 33 090/01-21 of 21.1.2002, the name of the school was changed to Secondary Vocational School of Construction and Secondary Vocational School of Civil Engineering Kolín. New matriculation subjects were gradually introduced into teaching.

List of three-year courses taught at the school, ending with a final exam and obtaining a training certificate: Electrician, Plumber, Painter and varnisher, Joiner, Plumber, Carpenter,

Bricklayer and a four-year course with a high school diploma Mechanic of plumbing and electrical equipment.

The entire school has 748 pupils, of which 498 are in the academic fields. Specifically, there are 68 pupils in the Carpentry branch and 29 pupils in the Carpentry branch in three years.

The professional training of all pupils takes place mainly in the OV workshops in Kolín -Zálabí in the area of the school workshops. Pupils do not carry out professional training in foreign companies. They participate in so-called "Productive activities".

By productive activity we mean work on orders and maintenance for the school, or for the end customer. To practice professional skills, the school concludes short-term contracts for the execution of the contract - with a description of the place, duration, price conditions and other conditions necessary for the conclusion of the short-term contract. The type of activity that the students will perform must be in accordance with the relevant educational program, or with approved learning documents. The school is not a supplier of material for contracts.

The reward for pupils from productive activity is 40% of the invoiced amount. When distributing the reward, the pupil's performance, his behavior at the workplace, but also at school are taken into account.

**Professional training takes place in weekly cycles. One week of school, one week of professional training so that the pupils can alternate between school and public transport. Pupils receive protective work equipment (shoes and overalls) after entering the 1st year. Every beginning of the school year they are trained by a security technician. Individual workplaces are equipped with the tools needed for teaching. Students are allowed to bring their own tools.**

1st grade students arrive at the workplace at 7:45 a.m., 2nd and 3rd grade students at 6:45 a.m. End of professional training at 1:45 p.m., followed by cleaning of tools, materials, evaluation of the day, etc. Students leave the workplace together at 2:15 p.m.

#### **Examples of good practice of SOŠ and SOU stavební Kolín:**

1) SOŠ and SOU closely cooperates with the company Metrostav Praha. We are a contract school, and Metrostav employees select students at the school who would be interested in working for them, and it is also a generous sponsor of the school. The selected students sign a contract with the Metrostav company, the company provides them with protective equipment and pays them a scholarship. But they practice at school. After completing their studies and successfully passing the final exam, they join Metrostav and receive an employment contract for an indefinite period.

2) The school has another good cooperation with the company PRO-DOMA. The students of the school go on excursions and the company leaves surplus or damaged material for the school.

3) The school has an interesting cooperation with the company Dřevo Trust, where they buy material for orders and pupils regularly participate in demonstration events organized by the company.

4) Cooperation also with Dudinger s.r.o. (1 lecture per year and also an excursion for 3rd year students) with the possibility of a job offer or part-time job.





Hluboš Secondary Vocational School was founded in July 1959. This date is associated with the school's move from Třebnice to Hluboš Castle. In August, the Master School of Agriculture was founded here. In 1976, it was decided to merge with OU Březnice. New fields of study are being created - three-year joiner and two-year - production of wood semi-products. A separate center was established under the administration of Středočeské woodworks. Professional training took place in newly built workshops and in the company Sublima CZ, s.r.o. March. The construction of workshops in Dobříš has been underway since 1999, including the later modernization of classrooms. Subsequently, the classrooms in Hluboš are being modernized as well, including computer and audiovisual equipment. New fields of study are opening. The total number of pupils in the school is now 390.

SOU Hluboš provides education in the field of furniture and wood production, construction, engineering, repair and services in three-year study fields ending with a final exam and obtaining a teaching certificate and in a four-year study field ending with a school-leaving exam.

**SOU Hluboš consists of two workplaces:**

- Hluboš 178
- Dobříš, Za Poštou 1012 and V Lipkách 194

**List of taught three-year courses at the school, ending with a final exam and obtaining a learning certificate** - Joiner, Artistic joiner and carver, Carpenter, Joinery and upholstery production, Woodworker, Hairdresser, Motor vehicle repair mechanic, Repair work, Agricultural machinery repairer.

**Four-year study fields with matriculation exam** - Cosmetic services, Wood and furniture production operator.

**Extension studies** - full-time and distance form - Business

Pupils' internship takes place at school or in a company. The student chooses the external workplace himself at his own request. If he is not interested, he stays in school. If he chooses an internship at a school, he has free materials and tools at the school. If he completes an internship at a company, the company provides everything for him. Job security, if a student goes to a company, each company trains its student themselves according to their regulations.

**Provision of practical teaching:**

Students in the 1st grade receive work aids free of charge from the school. After that, they buy them themselves or get them from the company.

Provision of practical teaching is governed by: §65, paragraphs 2 and 3 of § 71 of Act No. 561/2004 Coll. on preschool, elementary, secondary, higher professional and other education (Education Act).

According to this law, practical teaching takes place with other legal entities or with natural persons who are authorized to work in the given field.

### **5. Documents – Contracts**

are concluded between the principal of the school on the one hand and an employee of the company on the other.

#### **Instructor training must take place at contracted workplaces:**

- 1) familiarization with the curriculum of pupils in the grades
- 2) instruction and familiarization with OSH and PO at the workplace
- 3) getting to know the student's assessment and the minimum wage
- 4) instruction on filling in pedagogical documentation
- 5) familiarization with the obligations and rights of the pupil

Subsequently, the contract is signed.

#### **Example of contracts for practical training:**

1. Training of instructors of professional practice
2. Contract for practical training at a contracted workplace
3. Contract for the provision of practical training

### **Poučení instruktorů na smluvních pracovištích**

- 1) seznámení s osnovami žáků v ročnících
- 2) poučení a seznámení s BOZP a PO na pracovišti
- 3) seznámení s hodnocením žáka a minimální mzdou
- 4) poučení o vyplňování pedagogické dokumentace
- 5) seznámení s povinnostmi a právy žáka

V Hluboši dne: 14.3.2023

.....  
za SOU

.....  
za organizaci

**Hluboš** Tel.: 318 429 921  
Fax: 318 429 920  
e-mail: [souhlubos@souhlubos.cz](mailto:souhlubos@souhlubos.cz)

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[www.souhlubos.cz](http://www.souhlubos.cz)

### SMLOUVA

O zajištění praktického vyučování žáků Středního odborného učiliště, Hluboš 178 na smluvním pracovišti, v souladu s § 65 odst. 2 a 3 a § 71 zákona č. 561/2004 Sb. o předškolním, základním, středním, vyšším odborném a jiném vzdělávání (dále jen „školský zákon“), podle kterého se uskutečňuje praktické vyučování u dalších právnických osob anebo u fyzických osob, které mají oprávnění k činnosti v daném oboru.

mezi

1.	Název školy:	Střední odborné učiliště Hluboš, Hluboš 178
	Sídlo:	Hluboš 178, 262 22 Hluboš
	IČO:	00069647
	Zastoupená ředitelem:	Mgr. Drahomírem Krbcem
(Dále jen „škola“)		

a

2.	Fyzická/právnická osoba:	
	Sídlo:	
	IČO:	
	Zastoupená jednatelem:	
(Dále jen „poskytovatel“)		

uzavírají podle § 1724 a násl. zákona č. 89/2012 Sb. občanského zákoníku, ve znění pozdějších předpisů, (dále jen „občanský zákoník“), školského zákona a v souladu s § 12 vyhlášky 13/2005, tuto:

Smlouva o zabezpečení praktického vyučování žáků SOU (dále jen „smlouva“)

v učebním oboru: 33-56-H/01 Truhlář

## I. Předmět smlouvy

### Smluvní strany se dohodly takto:

1. Poskytovatel se zavazuje zajistit, aby žáci při praktickém vyučování prováděli pouze práce, odpovídající školskému vzdělávacímu programu výše uvedeného učebního oboru.
2. Praktické vyučování bude začínat v 7:00 hod. a končit v 14:30 hod. Žáci budou mít přestávku na jídlo shodně s přestávkami platnými pro pracovníky poskytovatele v délce 30 minut.
3. Praktické vyučování bude probíhat na pracovišti poskytovatele na adrese shodně s adresou jeho sídla v hlavičce této dohody v Prostřední Lhotě. Začátek pracovní doby žáků se řídí zákoníkem práce, pracovní dobou poskytovatele a začíná v případě dopoledního vyučování nejdříve v 7 hodin a končí v případě odpoledního vyučování nejpozději ve 20 hod. V odůvodněných případech může ředitel školy v denní formě vzdělávání určit začátek dopoledního vyučování žáků druhých, třetích a čtvrtých ročníků od 6 hodin a konec odpoledního vyučování žáků třetích a čtvrtých ročníků ve 22 hodin. Týdenní rozvrh praktického vyučování žáků musí být upraven tak, aby mezi koncem jednoho vyučovacího dne a začátkem druhého vyučovacího dne byla přestávka 12 hodin.
4. Smlouva se vztahuje na praktické vyučování žáků, jejichž seznam je uveden v příloze č. 1 této smlouvy. Nedílnou součástí této dohody je také příloha č. 2 – Smlouva o činnosti instruktora.
5. Při prvním nástupu na pracoviště předá učitel odborné výchovy vedoucímu pracoviště a instruktorovi potřebné informace, týkající se žáka a jeho výuky.
6. Škola se zavazuje vybavit žáka na pracoviště poskytovatele pracovním oděvem a pracovní obuví. Osobní ochranné pracovní prostředky v rozsahu stanoveném zvláštními předpisy, nařadí a zařízení k výkonu práce a činnosti v rámci plnění učebních osnov poskytuje žákovi poskytovatel.
7. Poskytovatel se zavazuje, zajistit žákům odpovídající podmínky pro jejich osobní hygienu.
8. Poskytovatel se zavazuje, zajistit žákům možnost stravování v provozovnách, ve kterých zajišťuje stravování pro své pracovníky.
9. Žáci budou odměňováni za skutečně vykonanou produktivní práci v souladu se školským zákonem 561/2004 Sb. § 122. Výše odměny bude určena vedoucím pracoviště po dohodě s instruktorem, který vede evidenci o docházce a produktivní práci žáka. SOU zajistí výplatu odměn v souladu se školským zákonem 561/2004 Sb. § 122.
10. Za každého žáka bude SOU fakturovat poskytovateli částku 500 Kč/měsíc a odměnu za produktivní práci dle docházkového listu žáka, nebo bude částka vyplacena přímo žákovi. Podklady pro fakturaci budou doloženy na základě docházkového listu žáků. Fakturačním obdobím bude kalendářní měsíc. Škola vystaví fakturu do 10 dne následujícího měsíce a organizace se zavazuje fakturu uhradit nejpozději do 14 dnů.
11. Poskytovatel se zavazuje provést před nástupem žáků na pracoviště jejich seznámení s pracovištěm, předepsané školení BOZP a požární školení. K zajištění BOZP v rámci odborného výcviku budou stroje a zařízení používané na pracovišti odpovídat příslušným normám. U každé činnosti vykonávané žáky v odborném výcviku, bude zajištěn podle jejich náročnosti a s ohledem na výkon prací zakázaných mladistvým, prováděných v rámci jejich přípravy stálý, nebo přímý dozor ze strany instruktora.
12. Poskytovatel oznámí neprodleně SOU vzniklý pracovní úraz a každou neschopnost žáka.
13. Smluvní strany se dohodly, že žáci se budou přednostně zúčastňovat výuky organizované SOU.
14. Pracovní doba žáků je: 7 hodin, vyučovací hodina trvá 60 minut, přestávky se do pracovní doby nezapočítávají.
15. Poskytovatel umožní zástupcům školy, zástupcům zřizovatele a ČŠI vstup do prostor, kde se realizuje odborný výcvik.
16. Dopravu na pracoviště si zajišťuje žák sám na vlastní náklady.
17. Žák bude pracovat pod vedením a za dozoru instruktora. Instruktorem může být jen osoba navržená poskytovatelem a schválená ředitelem školy. Tato osoba musí být v pracovním poměru k poskytovateli.
18. Žáci budou vykonávat práce v I. kategorii podle zákona o ochraně veřejného zdraví.
19. Smluvní strany se dohodly, že zpracování osobních údajů žáků probíhá v souladu s Nařízením Evropského parlamentu a Rady (EU) č. 2016/679 ze dne 27. dubna 2016, obecného nařízení o ochraně osobních údajů (dále jen „nařízení“) a ve spojení se zákonem o zpracování osobních údajů

## II. Práva a povinnosti školy

Škola se zavazuje, že:

1. Žáky poučí:
  - o jejich povinnostech při plnění školského vzdělávacího programu odborného výcviku u poskytovatele.
  - o odpovědnosti instruktora při odborném výcviku a vzájemných vztazích žáků k instruktorům a ostatním pracovníkům poskytovatele.
2. Žáky seznámí s plánem odborného výcviku podle školského vzdělávacího programu na celé období přípravy žáků u poskytovatele.
3. Proškolí vybraného pracovníka poskytovatele, který provádí odborný výcvik žáků u poskytovatele a seznámí je s jejich povinnostmi a obsahem výchovně vzdělávací činnosti.
4. Zajistí kontrolu odborného výcviku žáků u poskytovatele se zaměřením na plnění povinností vyplývajících oběma stranám z uzavřené dohody.

## III. Obecná ujednání

1. Smlouvu o praktickém vyučování na pracovištích se uzavírá na dobu určitou od :  
15. 3. 2023 do 30. 6. 2023
2. Smlouvu může vypovědět kterákoliv ze smluvních stran s výpovědní dobou jeden měsíc. Výpovědní doba začíná běžet od prvního dne měsíce následujícího po doručení písemné výpovědi druhé ze smluvních stran.
3. Smlouvu lze rovněž zrušit dohodou smluvních stran, a to ve formě dodatku k této dohodě.
4. Ve věci odpovědnosti za škodu se obě strany řídí ustanovením § 391 Zákoníku práce.
5. Zodpovědnými osobami za realizaci této smlouvy jsou:
6. Za školu: **Mgr. Drahomír Krbec, ředitel SOU**

Za poskytovatele:

7. Smlouva je sepsána ve dvojím vyhotovení, z nichž každá ze smluvních stran po oboustranném podpisu obdrží jedno vyhotovení.
- 8.

V Hluboši dne:

V Hluboši dne:

.....  
poskytovatel

.....  
Střední odborné učiliště, Hluboš 178  
Mgr. Drahomír Krbec, ředitel

**Hluboš** Tel.: 318 429 921  
Fax: 318 429 920  
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[www.souhlubos.cz](http://www.souhlubos.cz)

## Smlouva

O zajištění praktického vyučování na základě: §65, odst. 2 a 3 § 71 zákona č.561/2004 Sb. o předškolním, základním, středním, vyšším odborném a jiném vzdělávání (školský zákon), podle kterého se uskutečňuje praktické vyučování u dalších právnických osob anebo u fyzických osob, které mají oprávnění k činnosti v daném oboru,  
uzavřená m e z i:

zastoupené , ředitelem školy na straně jedné

a pracovníkem na straně druhé

1. Výše uvedený pracovník bude provádět pro školu činnost instruktora

Žáků oboru :

Ročník: druhý

Uvedenou činnost bude vykonávat na pracovišti:

ode dne .3.2023 do 30.6.2023

v rozsahu max. 7 hodin denně.

2. Instruktor žáků bude spolupracovat s pověřeným pracovníkem školy:

kterému odevzdá koncem měsíce doklady o docházce a odměně žáků.

3. Instruktor zodpovídá za dodržování předpisů o bezpečnosti a ochraně zdraví při práci a dbá na odborný rozvoj svěřených žáků.

4. Instruktor byl pověřeným pracovníkem školy seznámen se školním vzdělávacím programem příslušného učebního oboru. Rovněž byl poučen o vyplňování a vedení pedagogické dokumentace.

### Další ujednání

1. Další práva a povinnosti instruktora a školy související s uzavřením této dohody jsou zakotveny v Zákoníku práce.
2. Obě strany mohou tuto dohodu s okamžitou platností vypovědět v případě hrubého porušení pracovní kázně žákem nebo instruktorem.
3. Instruktor tuto činnost vykonává bez nároku na odměnu.

V Hluboši dne :

.....  
**Za SOU Hluboš ředitel:**  
**Mgr. Drahomír Krbec**

.....  
**poskytovatel**

.....  
**Instruktor**

**Hluboš** Tel.: 318 429 921  
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### **7.Examples of good practice:**

As part of practical teaching, students gain experience and work at contractual workplaces in companies with which they have established cooperation and signed cooperation agreements. Excellent and long-term cooperation is established with the following companies:

- 1) Wood production Wimmer s.r.o.
- 2) LBR Nalžovice
- 3) Pavlis Interier s.r.o

The issue of setting the conditions of practical teaching was and is still being resolved in the Czech Republic. There are several interesting outputs that can help clarify and help you navigate the system of vocational education in the Czech Republic. You can find information about some outputs on the website: <https://www.khkstrednicechy.cz/erasmus-ii-standardy-praxe-vystupy/>

## **Conclusion**

The implementation of the project was an inspiring meeting of several countries that are dealing with the lack of qualified personnel in professional fields and are trying to map out suitable paths that can ensure qualified workers. The basis is to recruit young people for trades and technical fields, which are most affected by the lack of interest of young people. It is important to prepare the conditions of education so that they correspond to modern standards and at the same time bring interesting opportunities to young people. Given the rapid changes in the development of modern technologies, there is a need to respond by preparing further education even for older professionals who need and are interested in further education. The ideal model is dual education, which is set up in Germany.

## **Legal notice**

### **Responsible for content:**

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<b>Handwerkskammer Koblenz :</b>	Hans Peter Hoefler
<b>Camera de Comert si Industrie Prahova :</b>	Luana Teodorescu
<b>Maison de Rhénanie-Palatinat :</b>	Franziska Riegger

### **Promotion on the website:**

**Regional Chamber of Commerce of Central Bohemia :**  
<https://www.khkstrednicechy.cz/erasmus-ii-standardy-praxe/>  
<https://www.khkstrednicechy.cz/erasmus-ii-standardy-praxe-vystupy/>

**Berufsbildende Schule Idar Oberstein, Harald-Fissler-Schule :**  
<https://bbs-io.de/>  
<https://bbs-io.de/erasmus/>  
<https://de.bettermarks.com/>



<https://cloud.schulcampus-rlp.de/edu-sharing/components/search>  
<https://bildungsportal.rlp.de/dashboard>

**Handwerkskammer Koblenz :**

[Auslandsprojekte - Handwerkskammer Koblenz \(hwk-koblenz.de\)](http://www.hwk-koblenz.de)

**Camera de Comerț și Industrie Prahova :**

[www.cciph.ro](http://www.cciph.ro)

[ERASMUS+ - Camera de Comerț și Industrie Prahova \(cciph.ro\)](http://www.cciph.ro)

**Maison de Rhénanie-Palatinat :**

<https://maison-rhenanie-palatinat.org/2022/12/06/projet-erasmus-sur-la-formation-professionnelle-a-dijon/#5>

