

# Child contract Bochumer Uni-Zwerge e.V.

between the Bochumer Uni-Zwerge e.V., represented by

\_\_\_\_\_,'

and Mr. / Mrs.

\_\_\_\_\_,'

about the care of the child

born on \_\_\_\_\_ in \_\_\_\_\_

at the Bochumer Uni-Zwerge e.V., Universitätsstr. 150, Building GA, 44801 Bochum

The contract starts at \_\_\_\_\_ (date) for \_\_\_\_\_ hours per week. This results in a basic amount of \_\_\_\_\_ € per month, which will be modified according to the current fee schedule, e.g. due to co-care by the parents or additional care of the child. The childcare contract has a minimum contract period of 3 months and is extended quarterly\* with the submission of the care timesheets by the parents (with the resulting care hours).

For planning reasons, an increase or reduction of childcare hours by more than 25% (in relation to the childcare hours booked so far) is only possible after early consultation with the board of management. In this case a supplementary contract will be issued.

\*The supervising quarter is defined as the lecture times of the SoSe/WiSe and the lecture-free periods between them, which do not always cover 3 months.

## 1. Conditions of admission

For the admission of a child, one parent must be a member of the Bochumer Uni-Zwerge e.V.

A passive membership is a prerequisite for the admission to the waiting list. The costs for this are a one-time fee of 10€.

The membership fee for active members whose children are taken care of is 12,50€ per month.

An elected representative of the executive committee decides on the admission of a child for care and active membership in consultation with the educators according to the following criteria:

- Waiting list place
- Sibling
- Age of the child
- Desired scope of care

The Bochumer Uni-Zwerge e.V. is a parent's initiative, which is why regular cooperation of the parents is not only desired, but obligatory (cf. point 3).

The parents give their written consent that personal health data of the child will be communicated to the educators. This applies both to relevant information provided by the parents (allergies, chronic illnesses must be reported) as well as in the case of emergency first aid for the child (cf. point 6).

The children in care must visit the institution regularly. The care times are bindingly determined four times a year by submitting the care timesheets and cannot be changed within one quarter of care\*(cf. point 2).

## **2. Care of the child**

The Bochumer Uni-Zwerge e.V. takes care of the child during the lecture period as well as during the semester break. The regular opening hours are currently Monday to Friday from 8:00 to 4:00 o'clock.

The need for childcare is determined four times a year, at the beginning of the semester and at the beginning of the semester break. For this purpose, the parents fill out a binding timesheet for childcare. Verbal agreements with individual supervisors or board members are not binding.

As far as possible, the childcare plans are designed according to the parents' wishes. A general change to the childcare times during the current childcare quarter\* is only possible with the approval of the executive committee, if necessary.

The children are cared for in a group with a maximum of 14 children per day, which – in the case of 14 children present – are looked after by two pedagogical staff and at least one parent. If there is a temporary reduction in the opening hours of Bochumer Uni-Zwerge e.V. due to a lack of parental participation in the care of the children, no claims can be made against the Bochumer Uni-Zwerge e.V.

The Bochumer Uni-Zwerge e.V. is closed between Christmas and New Year and on certain pre-determined so-called bridge days (day off) or individual further education or conception days. Furthermore, there may be a longer closing time (approx. three weeks) in summer. The exact dates are fixed and are publicly posted at the beginning of the year. In case of illness of the child or absence for another reason, the institution must be informed immediately (phone: 0049 (0)234 – 32 22 04 4).

## **3. Parental cooperation/participation**

As a parent's initiative, the Bochumer Uni-Zwerge e.V. depends on the cooperation of parents. This applies primarily to the temporary co-care of the children of 1.5 compulsory hours per week. The care can be taken over by a parent/grandparent or another person who is familiar to the children.

Co-childcare times are determined four times a year according to the wishes and possibilities of the parents and are binding (childcare plan). Only in justified exceptional cases (full-time employment of both parents, maternity leave) can the co-care be replaced by other activities after consultation with the executive committee. Should a member be unable to attend his or her registered compulsory hours (illness, leave), he or she must inform the carers and arrange for a replacement.

Preparation for planned vacations is possible after consultation with the executive committee. A warning will be issued after three absences in short intervals. If the child's co-care time is missed again, the board reserves the right to cancel the membership with the agreement of the teachers.

#### **4. Catering/Boarding of the child**

The Bochumer Uni-Zwerge e.V. do not provide food. Each child collects 1,50€ per month for water and 1,00€ per month for hygiene products. The parents must provide breakfast, lunch and afternoon snack. In order to avoid waiting times, lunch for the children should be brought along when defrosted. Sweets and sweet drinks are not allowed.

If the child has a food allergy, the educators must be informed.

Personal hygiene articles (nappies, baby wipes, wound cream etc.) are not provided. Parents are responsible for ensuring that these things are available, as well as change of clothes, slippers and sleeping bags if necessary. Boxes are available for the personal belongings of each child.

#### **5. Insurance**

The child is legally insured against accidents during the time the child is under the supervision of the institution's educators and parents. The insurance cover includes a maximum of 15 children, which is why the total number of 15 children under supervision may not be exceeded. The institution does not assume any liability for the children, parents' and employees' wardrobe.

#### **6. Diseases**

No child who is ill will be cared. Only healthy children will be taken care of. If the child is ill, the institution must be informed immediately about the type and duration of the care (phone: 0049 (0)234 32 22 04 4). The same applies to accidents of the child on the way to the Bochumer Uni-Zwerge e.V. Infectious diseases or head lice infestation (also in the family) must be reported to the educators so that they can pass on the information to the other parents by posting it on the notice board.

The educators have the right to expel apparently ill children from the institution in order to protect the other children. By concluding this contract, the parents commit to comply immediately with a reprimand issued by the educators and to pick up the child from the facility.

#### **7. Compulsory measles vaccination**

- a) Due to the obligation to prove immunity against measles in children cared for in community facilities, which has been in force since 1<sup>st</sup>. march 2020, vaccination protection must be proven for the Bochumer Uni-Zwerge e.V. The legal provision of § 20 (8) in conjunction with § 33 of the Infection Protection Act is referred to. The obligation to provide proof of immunity applies to all children from the age of 1 year.
- b) If proof of the child's vaccination status is not proved to the executive committee within three month of the child reaching the age of 1 year (or in the case of older children, within one month of the commencement of the childcare contract ) the

executive committee shall be entitled to terminate to contract without notice after having heard the member in advance. The executive committee shall decide on termination without notice by majority vote.

- c) If a vaccination could not be undertaken (in time) (e.g. due to the child's illness or similar), the parents are obliged to immediately submit a medical certificate about it and must - after the obstacle has ceased to exist - provide proof of the child's vaccination within a further three months.
- d) The proof can be provided by the vaccination card (copy), the yellow children's examination booklet or - especially in case of illness already suffered - a medical certificate. The proof must be presented to the management of Bochumer Uni-Zwerge e.V..

## **8. Parental contributions**

a) Billing is based on the fixed time booked (care plan), which must be paid in every case (including vacations, stays abroad or illness, public holidays and bridge days, as well as other times when the facility is closed). If more hours are used by arrangement, these will be charged additionally.

b) At the beginning of the contract, the first 14 days are considered an acclimatization period and only the hours of care actually used will be charged. After this period, the hours booked will be charged, regardless of whether the acclimation period has been completed. If necessary, the settling-in period can begin before the actual start of the contract after consultation with the educators and the board of directors. The 14-day period begins with the first day of care or at the latest with the start of the contract. In any case, the hours actually used will be charged during the first 14 days.

c) The minimum booking is 15 hours per week.

d) The hourly rate is based on the weekly fixed booked care time:

- o up to and including 25h care 3,10 € per hour
- o and from 26h care 2,80 € per hour.

e) Parents are required to work 1.5 hours per week, i.e. to help supervise. The hours of cooperation are recorded in a list. Whether the time of co-care is within or outside the care time is not relevant for the billing. If the co-care time is within the booked hours, the care fee for the child present will be charged.

f) Active members pay a monthly fee of 12,50 €/month, passive members (children on the waiting list) pay a one-time fee of 10 €.

g) Children who have not yet completed the first year of life have to pay 0,40 € per hour more because a considerably higher care effort is incurred

- o up to and including 25h care 3,50 € per hour
- o and from 26h care 3,20 € per hour.

## **8. Parental contributions**

a) The accounting is based on the firmly booked time (care plan), which must be paid in any case (including vacations, stay's abroad or illness, public holidays and

- bridge days as well as other closing times of the institution). If more hours are taken up by arrangement, these will be charged additionally.
- b) At the start of the contract, the first 14 days are considered to be the settling-in period and only the hours actually used are invoiced. After this time, the hours booked will be charged, regardless of whether the settling-in period has been completed. If necessary, the settling-in period can begin before the actual start of the contract after consultation with the educators and the executive committee. The 14-day period begins with the first day of care or at the latest when the contract begins. In any case, the hours actually used during the first 14 days will be invoiced.
  - c) The minimum booking is 15 hours per week.
  - d) The hourly rate depends on the fixed weekly booked care time:
    - o Up to and including 25 hours of supervision 3,10 € per hour
    - o And from 26h supervision 2,80 € per hour.
  - e) 1.5 hours per week the parents have to work, usually with the childcare. The working hours are recorded in a list. Whether the time of co-care is within or outside of the childcare hours is not relevant for accounting purposes.

## **9. Payment**

Invoices will be distributed to parents by the 15th of the month. Invoices are paid to the account of Bochumer Uni-Zwerge e.V. within two weeks of being issued. In case of late payment, a payment reminder will be issued after two weeks (i.e. four weeks after invoicing). After another two weeks of late payment, a reminder will be issued plus a reminder fee of 10 €. If payment is missed by a further two weeks, a second reminder will be sent and a reminder fee of 15 € will be charged.

In the case of a further delay in payment by two weeks, the Executive Board is entitled to terminate the contract without notice by a majority resolution of the Executive Board. This will be done with a fee of 30 €. The termination shall not affect any claims already made.

In well-founded exceptional cases, the board may decide by majority vote to grant individual members of the association a deferral of payment and the possibility of payment in instalments.

## **10. Account of the Bochumer Uni-Zwerge e.V.**

All payments are to be made exclusively to the account no. 33 40 69 01 at the Sparkasse Bochum, BLZ 430 500 01, IBAN DE75 4305 0001 0033 4069 01.

## **11. Change of the contributions**

After hearing the general meeting, the contributions can be determined by the board of the institution in adjustment to the cost situation as of the next payment date.

## **12. Exclusion of liability**

In the event of closure of the facility due to force majeure or other circumstances beyond the control of the facility, no claims can be made against the facility or its sponsor.

### **13. Termination**

The contract can be terminated in writing by the parents with four weeks' notice to the end of the month. There is a minimum contract period of 3 months from the beginning of the contract. Exceptions can be decided by the board of directors.

The Bochumer Uni-Zwerge e.V. can only terminate the childcare contract in exceptional cases. Before doing so, the parents of the child must be heard by the board. In particular, non-compliance with important agreements (e.g. co-care, see point 3) or violation of the admission criteria, as well as arrears of more than one month's parental contribution justify a termination.

### **14. Additional agreements**

Subsidiary agreements to this contract must be in writing and approved by a majority vote of the board of directors.

### **15. Place of jurisdiction**

The place of jurisdiction for this contract is Bochum.

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(Signature of the member)

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Bochum, \_\_\_\_\_

(On behalf of the association, signature and stamp)