



Daycare Contract

This contract is between:

Mailing address:

Little Daisies GmbH
Seeriederstr. 2
81675 München

Little Daisies
Kirchenstr. 38
81675 München

and **Parents or Guardians**

Address

City and Zip Code

Telephone Mobile phone

Email

for the care provided for

..... Date of Birth
(Child's Name)

1) Contracted Hours of Care

The care of the child named above shall begin on _____ and take place at Little Daisies daycare located at _____ in Munich. Unless this contract is cancelled according to the policies detailed below, this contract is valid.

- a) For the Creche: through August 31 in the year in which the child turns 3 years of age. In the situation where the child's birthday falls between October 1 and December 31, the contract remains valid through August 31 in the year after the child's third birthday. A trial period is not possible.
- b) For the Kindergarten: through August 31 of the year in which the child enters school, unless notice to cancel the contract early has been submitted. Contract termination notice is needed even for children leaving the kindergarten and entering school.

Childcare shall be provided for the child in the period of time indicated below:

Mo-Fr, 8:00 a.m. to 11:45 p.m. (3-4 hour booking category)

Mo-Fr, 8:00 a.m. to 12:30 p.m. (4-5 hour booking category)

Mo-Fr, 8:00 a.m. to 13:30 p.m. (5-6 hour booking category)

Mo-Fr, 8:00 a.m. to 14:30 p.m. (6-7 hour booking category)

Mo-Fr, 8:00 a.m. to 15:30 p.m. (7-8 hour booking category)

Mo-Fr, 8:00 a.m. to 16:30 p.m. (8-9 hour booking category)

Mo-Fr, 8:00 a.m. to 17:30 p.m. (9-10 hour booking category)

Pick-up and drop-off times must be coordinated with the staff of Little Daisies and must be adhered to. Parents must inform at least one member of the Little Daisies staff if they want to pick up their child early or drop off their child late. Children can only be turned over to a parent or a person who has been authorized in writing by the parents to pick up the child.

2) Costs

1. Childcare costs and meal fees

The cost of childcare is _____ Euro per month. A tuition reduction is possible in certain situations. Please see Attachment 6 for more information.

There is an additional monthly materials fee of 40€ as well as an additional fee of _____ Euros per month to cover their meal costs. Participation in our meal plan is mandatory. Little Daisies can raise or lower childcare fees and meal fees annually. Parents have the

right to cancel this contract if an increase in the fees is clearly steeper than the rise in the cost of living at the time of the increase.

2. Payments of both the childcare fee and the meal fee must be made to Little Daisies in advance, no later than the third day of the month. Childcare and meal fees must be paid in full during the adjustment period. The fees stipulated in this contract are calculated on an annual basis and are due even if a child does not attend Little Daisies due to illness, travel, holidays or absences due to any other circumstances. Parents cannot be compensated for missed days.
3. Second / third-sibling child reduction and reduction because of low income

In the Little Daisies creche (not in the kindergarten!) you can apply for a reduction of the childcare allowance due to siblings who are looked after at Little Daisies or in other day care centers. Further information on this is given to the parents with the conclusion of the care contract. A reduction can also be requested on the basis of the income situation. This is explained in detail in Annex 7.

Parents wanting to apply for a second or third-sibling child reduction, submit the application for second or third child and the necessary proof to the institution by the latest on 28.02 of the year following the relevant childcare year (exclusion period). The application for this reduction is to be completed, for each child, for each year by the guardian or person responsible for the child and given to the administration team of the center. The sibling child reduction will not be taken into account as of the 1st of the month in which the conditions no longer apply. Should there be any changes the responsible person or guardian must immediately notify Little Daisies.

4. Admission fee
To cover the administrative costs of registering a child, a one-time fee equal to the monthly childcare fee, which is dependent upon the booking category, shall be charged. The fee is due no later than two weeks after you have signed this contract. The fee is nonrefundable.
5. Deposit
Upon the signing of this contract, a one-time deposit equal to the monthly childcare fee, which is dependent upon the booking category, is due. The deposit shall be returned without interest when the child leaves Little Daisies. Little Daisies shall be entitled to keep the deposit, or a portion thereof, should part or all of the childcare fees or the meal fees fail to be paid.
6. The monthly tuition, the security deposit and the registration fee will all be paid through direct debit. The Debit Authorization (Attachment 6) is part of the contract.
7. Preschool Discount
Parents whose children will turn six by September 30 of a kindergarten school year, and who are in the last year of kindergarten before going to school, receive a subsidy from Bavaria in the amount of 100 Euro per month. Therefore, the tuition rate for this year is reduced by 100 Euro per month, beginning in September of the child's final Kindergarten year. If the parents are planning to send their child to school early, then they must provide documentation showing the child is registered for school at the beginning of the preschool year. The parents are required to inform Little Daisies if they have already received this preschool subsidy from another organization.

3) Standard crèche vacations

1. Little Daisies is closed every Saturday, every Sunday and on all Bavarian holidays. In addition, Little Daisies is closed from December 23 through January 7, from August 13 through August 31 and the day before and after the public Easter holiday of each year. The vacation dates can be altered if necessary.
2. There could also be a need for ap. 5 more additional day-long closures for operational reasons or because of special circumstances. Any such closure will be announced in advance in a written notice to parents or in a notice posted at the crèche.
3. Parents should inform the staff of Little Daisies of any other days the child will miss due to holidays as early as possible.

4) Adjustment period

The child begins their time at Little Daisies with an adjustment period. The length of the adjustment period depends on the welfare of the child, and is at the discretion of the crèche management. During this period, a parent must be available to stay with the child in the crèche or to pick up the child at any time.

5) Absence due to illness of the child

1. The child may not attend the childcare when they are ill or when they are recovering from an illness, such as when they have a contagious disease or illness accompanied by fever. A child must be symptom free for 24 hours before they may return to the crèche.
2. When symptoms of illness arise while the child is at the crèche, a parent must immediately come to get the child. The crèche management shall decide whether a child must be picked up from the crèche or whether a child must be denied entry to the crèche.
3. Pre-existing conditions (asthma, for example) and conditions which are discovered while attending the crèche, including possible allergies, must be reported to the manager of the crèche.
4. When a child will not attend the crèche due to illness, the manager of the crèche must be informed by 9 a.m. on the day of the absence.
5. The crèche personnel are required to seek medical treatment (if necessary an emergency doctor) in the event of an accident or suddenly occurring illness, and in such cases will immediately contact the parents. A copy of the child's inoculation record is to be provided and kept updated. A copy of a child's insurance card as well as the child's doctor's name and contact information must be left on file with Little Daisies. Written permission to seek medical treatment in the event of an accident or suddenly occurring illness must also be left on file at the crèche.
6. The document, Infection Protection Act (§ 34, Abs. 5 S. 2), has been given to the parents

6) Insurance

1. The children are insured against accidents while at the crèche, while on the direct route between the crèche and their home, and while on Little Daisies field trips.
2. Little Daisies is not responsible for the damage or loss of clothing and other personal items which are brought to the center.
3. The parents of children who are admitted to the crèche are required to have health insurance as well as a family liability insurance policy.

7) Parent involvement

1. The participation of parents is appreciated during field trips, festivals and other events. The parents' association coordinates this participation. The association also is responsible for bringing concerns raised by parents to the managers of the crèche. The managers of the crèche schedule three parent evenings per year

8) Additional terms of agreement

1. Parents are obligated to drop off their child by 9 am and to be punctual when picking up their child. Little Daisies' responsibility for the supervision of a child begins when the parents/guardian/babysitter gives the child over to a team member at drop off, and ends when a team member gives the child over to the parent/guardian/babysitter at pick up.
2. Little Daisies takes over the responsibility for supervision of the child when the child is given over to a staff member. Little Daisies' responsibility ends when the child is returned to his or her parent (or another person authorized to pick up the child). During activities in which parents participate, whether inside or outside the crèche, the parents are responsible for the child's supervision.
3. The crèche must be informed in writing of whom is allowed to pick up a child. Siblings under the age of 14 should not be given the duty of picking up a child from the crèche. Whoever brings the child to the crèche is required to notify the crèche personnel on duty that the child is there. Similarly, parents or other authorized person picking up a child must notify the crèche personnel that they are there to get the child.
4. Parents are required to make sure that their children are properly dressed for activities in the crèche and have weather appropriate clothing. Multiple changes of clothing are to be available at all times. To avoid accidents, it is recommended that children do not wear jewelry while they are at Little Daisies.
5. Little Daisies GmbH commits itself to always act in the best interest of the child and to educate and support them in accordance to the wishes of the parents to the extent possible.
6. Any event that could influence the care of the child in any way must be reported by Little Daisies to the parents, or by the parents to Little Daisies.
7. If the operation of the crèche is interrupted for a time by an event caused through no fault of Little Daisies (natural disaster, a cut off of electricity, gas or water, etc.) the childcare fee must be paid as long as personnel and rental costs remain intact and the damage is not covered by insurance.

8. Information from parent teacher talks and developmental checklists done on the children may be documented and shared among team members.
9. The legal guardians are required to provide documentation from the school if their child is going to enter school through early admission, or if the child will be deferred from entering school.
10. Little Daisies GmbH is a publicly supported childcare center. Due to the Bavarian Care Benefit Law (Bayerischen Betreuungsgeldgesetz), by using a childcare center, any claims to a child care allowance is waived. The use of a childcare center must be communicated immediately to the appropriate child allowance authority (Betreuungsgeld-Behörde). A form that could be used for this purpose has been made available.

9) Cancellation of the child care contract by the parents

1. In order to withdraw a child from Little Daisies, the management of the crèche must receive written notification at least three months (to the end of the month) in advance of the child's last day in the crèche. This means the two-month notice period can begin no later than the last day of the month proceeding the two month cancellation period. Because of standing summer and Christmas holiday breaks, it is not possible to cancel this contract with an effective date of July 31 or November 30. The monthly childcare fee must be paid during the two-month notification period even if the child leaves the program before the end of the notification period. If a child leaves the program before the end of the notification period, financial subsidies from the state might get lost. If this is the case, the parents have to reimburse Little Daisies for that loss.
2. If the child's living arrangement changes, and the child is therefore no longer officially registered at the city registration office (the Anmeldeamt) as a resident of Munich, the parents of the child must clarify whether the family welfare authority in the child's new domicile will take over the payment of financial aid for the child. If the child relocates to a place that does not provide this financial aid, this contract ends on the last day of the month in which the child is registered as a resident of Munich. The parents are required to inform Little Daisies without delay if a child is no longer registered as a resident of Munich. If, through no fault of Little Daisies, this information is not passed on in a timely manner, resulting in financial aid for the child being due back to the aid offices, the parents are required to pay any and all resulting claims.

10) Cancellation of the child care contract by the Little Daisies GmbH

This contract can be canceled by Little Daisies with a notification period of 14 days. A cancellation of the contract by Little Daisies must be made in writing and must come from the management of Little Daisies. Reasons for cancellation could include the following:

1. An unexcused absence lasting more than two consecutive weeks
2. An unpaid balance of the childcare fee or the meal fee that remains overdue more than one month despite a written reminder
3. Financial aid no longer being provided
4. Irreconcilable differences between crèche personnel and parents over the educational concept and/or the program tailored to meet the child's needs that arise despite an attempt

the resolve the differences by holding a scheduled meeting

A contract termination without notice for important reasons can also occur. Such an important reason exists when circumstances arise that make an immediate end to the contract irrefutable and when allowing the contract to continue through a notification period is unacceptable. Such reasons include, but are not limited to

1. The child is picked up considerably late on numerous occasions, even though Little Daisies has addressed this matter with the parent, and as a result the crèche is repeatedly unable to close at its usual closing time.
2. The parent or guardian causes a breach in the mutual trusted cooperation between themselves and Little Daisies through insult, libel, assault or other unacceptable behavior.

If the contract is terminated without notice by Little Daisies for important reasons, the parents are responsible for paying tuition according to the cancellation policy stated in section 10 of this contract.

11) Final provisions

1. Parents are required to inform Little Daisies in writing of any changes affecting this contract, including the name or address of the child.
2. The parents empower each other to receive all statements and notices, which arise in connection with this service agreement.
3. The parents assure that their main domicile is in the city of Munich. If this is not the case, it is their responsibility to provide Little Daisies with a declaration to bear costs (Kostenubernahmeerklärung) from their community of residence
4. The laws of the Federal Republic of Germany apply to this contract with the exception of the Kollisionsregelung (collision regulations).
5. Should any part of this agreement be invalid for any reason, it is to be replaced with a corresponding text, which is valid and equivalent to the intended meaning. The rest of the agreement shall remain unaffected and valid.
6. This contract has been issued in both German and English. Only the German one is legally binding.

Date, Location

Date, Location

Date, Location

Parent / Legal Guardian

Parent / Legal Guardian

CEO

Attachment 1

People other than a parent authorized to pick up the child:

I/we hereby authorize the following people to pick up

my/our child _____

from Little Daisies. In case we are unable to reach you in an emergency, at least one person needs to be listed below.

Full name, address, and telephone number

This authorization is valid from _____ (date) until it is revoked in writing.

Location, Date

Signature Parent / Legal Guardian

Signature Parent / Legal Guardian

Authorization for a Child to be Transported in a Vehicle or by Public Transportation

I/we hereby agree to allow Little Daisies to transport

my/our child _____

in the event of an emergency or on an agreed upon field trip, in a vehicle driven by a Little Daisies GmbH staff member or on public transportation. I have been informed about the risk of accident that could occur on public transportation due to the lack of seat belts.

This authorization is valid from _____ (date) until it is revoked in writing.

Location, Date

Signature Parent / Legal Guardian

Signature Parent / Legal Guardian

Attachment 3

Emergency Medical Care

I hereby give my permission for Little Daisies to have my child treated by a healthcare professions in the case of an emergency.

Location, Date

Signature Parent / Legal Guardian

Signature Parent / Legal Guardian

PERMISSION TO PUBLISH PHOTOS

1. I / We hereby consent / do not consent (please cross out the one that does not apply) to Little Daisies using and publishing photos and films of my child on the Little Daisies website and on printed Little Daisies materials, such as flyers, brochures, articles for the press, and the Little Daisies logo. I understand that at no time would my child's name be listed with the photo.
2. I / We hereby consent / do not consent (please cross out the one that does not apply) to Little Daisies burning photos and films of my child at Little Daisies on CDs and giving these CDs out to the other Little Daisies families.
3. I / We understand,
 - That the consent is completely voluntary and that if I / we do not agree to consent there will be no negative consequences, legal or otherwise.
 - That the consent can be withdrawn in writing at any time.
 - That I / we have no legal claim to any of the data.

Location, Date

Signature Parent / Legal Guardian

Signature Parent / Legal Guardian

Attachment 5

I hereby give my permission to have the following personal information shared with the other parents at Little Daisies (please fill in only the information which you are willing to share).

Child's Name: _____

Child's Birthdate: _____

Mom's Name: _____

Mom's Cell Phone Number: _____

Mom's Email address: _____

Dad's Name: _____

Dad's Cell Phone Number: _____

Dad's Email Address: _____

Home Address: _____

Home Phone Number: _____

Location, Date

Signature Parent / Legal Guardian

Signature Parent / Legal Guardian

Attachment 6

Details regarding the child's primary physician and their medical insurance coverage.

Name of Child's Primary Physician: _____

Doctor's address: _____

Doctor's telephone number: _____

Name of Child's Medical Insurance Company: _____

Child's medical insurance policy number: _____

Determination of income-dependent tuition rates based on the sliding fee scale in the Crèche

1. Information for Parents

The income-based tuition rates in the Crèche will be determined according to the criteria set by the Münchner Förderformel. **The tuition rate is calculated based on the combined income of the child's legal guardians from the second to last calendar year, according to §2 Section 3 of the Income Tax Law.** The tuition rates for the different booking times according to income are listed online on our website.

- a) Legal guardians whose combined income exceeds 60,000 Euro for the applicable year are not eligible for tuition reduction.
- b) Legal guardians whose combined income is less than or equal to 60,000 Euro for the applicable year can apply for a tuition reduction. In order to do this, the attached application needs to be completed and signed together with Little Daisies. Then the Zentrale Gebührenstelle (Department KITA) of the city of Munich needs to be contacted.
- c) The complete tuition will be funded if the legal guardians receive financial assistance according to § 27 SGB XII (Hilfe zum Lebensunterhalt), or § 19 SGB II (Leistungen zur Sicherung des Lebensunterhalts), Social Aid (Sozialgeld), or earn less than 15,000 Euro per year. In each of these cases, relevant documentation would need to be provided. Little Daisies GmbH as well as the Zentrale Gebührenstelle (Department KITA) of the city of Munich must be informed immediately should any of the above-mentioned social aids be terminated.

2. Procedure

- a) The Zentrale Gebührenstelle (Department KITA) of the city of Munich needs the final income tax assessment (all pages) of both legal guardians for the relevant calendar year in order to determine their total applicable income as well as all proof of additional income (rent subsidies, parental subsidies, alimony, child support, 400€ job income, retirement pay, foreign income, etc.). If the legal guardians are not required to file a tax return, they must provide official income documentation (such as pay stubs) as well as any documentation of additional income. In case there is no additional income, a written statement to this effect is necessary.

Alternatively, if there was no income in the year in question, a written statement to this effect must be provided.

If none of the above listed incomes exist, the legal guardians must provide documentation detailing their financial management of livelihood for the year in question (for example social aid - assistance according to SGB XII, SGB II; Sozialgeld; Harz IV; long- or short-term disability payments, paid maternity/paternity leave, financial support through third parties, etc.).

- b) **The tuition reduction is valid for one Crèche year, and must be re-applied for every school year.**
- c) The application for a fee reduction can be submitted, at the latest, until the 28.2 of the year following the current kindergarten year. It must be submitted to LH Munich, Central charges, (department KITA), otherwise any claims become void.

- d) Parents have an obligation to immediately give written notification to LH Munich, should there be any changes relevant to housing situations or changes in income. In addition, they are obliged to submit evidence requested by LH Munich within the statutory deadline and to participate in the entire process
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e) Attachement 8

Debit Authorization

I hereby authorise that Little Daisies GmbH may withdraw the following from your bank account:

- a) the monthly tuition
- b) the monthly catering fee
- c) the monthly material fee
- d) the one time security deposit

Account Holder:

Name of Bank:

Bank Tracking Number:

Bank Account Number:

The withdrawal of a, b, and c occurs between the third and 10th day of the month. The registration fee will be withdrawn two weeks after the contract has been signed. The account holder will cover any costs incurred by Little Daisies GmbH in the event of the account not having sufficient funds at the time of the direct debit. The direct debit authorization is valid until I/we revoke it.

(City)

(Date)

Addition documents to be shown to the management in the first week of the child's attendance.

- Your child's inoculation record
- The child's doctor visit booklet (U-Heft)
- If you and your wife are not born in Germany, a copy of both of your passports