



# **Admission and Contract Guidelines**

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## **of the Daycare Center**

Last revised: April 2020



## I General comments

The Daycare Center (*Kindestagesstätte, Kita*) is run in compliance with the statutory regulations. There are no denominational, religious or political restrictions on the admission of children.

Subject to the limits of its resources – finance, staff, space – the Daycare Center accepts children from the age of eight weeks up to school enrollment.

The aim of the Daycare Center is to support and promote the children in their physical, mental and emotional development.

For children, the daily routine of a daycare center is often comparable to an adult's working day, and a continuous holiday period is also important for children, enabling them to recuperate and process what they have learned and experienced. We therefore ask our parents to take at least two weeks' continuous holiday from the Daycare Center with their children.

The Daycare Center is closed at weekends, on public holidays, and between Christmas and New Year. Individual closing days for team training will be announced to parents in good time. On 'bridge days' (days off work that create an extended weekend together with a public holiday), we offer a reduced service on request. Details and current opening hours can be found in our exposition (self-portrayal brochure) and in family.

To exchange information and for organizational purposes, the management of the Daycare Center is supported by the family software. Parents can download a free communication app.

## II Admission of children

### 1. Requirements

#### 1.1 Personal requirements of the persons with custody

In order for the child to be admitted to and remain at the Daycare Center, at least one parent with custody must have a permanent employment or apprenticeship contract with Bayer AG or with the companies that have concluded corresponding service agreements with Bayer AG. These are currently:

- Bayer Business Services GmbH, BS
- Bayer Intellectual Property GmbH, BIP
- Bayer Gastronomie GmbH, BayGast.

Corresponding admission applications from parents with custody whose employment contract with Bayer AG or one of the above-mentioned companies is limited to **a period of at least 6 months** can be approved in individual cases. There is no entitlement to this.

In the case of shorter-term employment contracts, the Daycare Center management endeavors to take in the child temporarily in cases of particular hardship. There is no entitlement to this.



As from the day on which both parents with custody or the parent with custody leave(s) one of the above-mentioned companies, the child can no longer attend the Daycare Center unless, in cases of particular hardship, a short-term extension is agreed for the good of the child. There is no entitlement to this.

Children of employees who leave Bayer AG as part of personnel adjustment projects have the right for the status quo to be upheld until the end of their daycare period. During this period, siblings shall be admitted to the Daycare Center in the same way as the children of Bayer employees and shall have the right for the status quo to be upheld until the end of their daycare period.

## 1.2 Direct debit authorization

The applicant(s) with custody of the child/children undertake(s) to grant the Bayer AG Daycare Center a revocable direct debit authorization for their current account. The fee for the Daycare Center shall be collected retroactively from the current account on the 24th of each month.

## 1.3 Maternity protection period / parental leave

Children shall be admitted at the earliest after the period of maternity protection leave has expired. If at least one parent with custody takes full-time parental leave, the child shall usually be admitted at the earliest two months before the end of the parental leave of both parents with custody.

## 1.4 Medical examination

Attendance at the Daycare Center may not commence until a current medical certificate from the Child and Youth Health Service or a physician, and proof of having received vaccination advice, have been submitted to the Daycare Center management. The certificate **must not have been issued more than two weeks before the date of admission.**

## 1.5 Compulsory vaccination

Proof of having received the legally required vaccinations from the age of one year (as from March 1, 2020, also for measles) must be submitted on admission to the Daycare Center. Such proof can be provided by the vaccination record booklet (*Impfbuch*), the yellow children's examination booklet (*Kinder-Untersuchungsheft*), or a medical certificate.

## 2. Admission procedure

### 2.1 Application

There is no entitlement to the admission of a child to the Daycare Center. Admission is subject to the availability of places.

Incoming applications for admission shall always be considered in the order in which they are received. Children of mothers or fathers **living alone** shall be given priority in the order of the waiting list over children whose parents live in a shared household; the same shall apply to children whose siblings are already being looked after at the Bayer AG Daycare Center.



Applications for admission must be made in writing.

## **2.2 Waiting list**

If there are more applications to be considered than children can be admitted, the children shall be considered in the order of the waiting list when a place becomes available.

### **III Costs**

#### **1. Daycare Center fees**

The fees are listed in the attached tables.

The incomes of unmarried parents living in a shared household shall be regarded as the family income.

All Daycare Center places are only offered together with meals, regardless of the duration of care. This means that €35 for three meals a day shall be added to the monthly Daycare Center fees. The amount for children in the 'shooting stars' group shall be €30, as they do not participate in the house breakfast.

#### **1.1 Compulsory schooling and/or early school enrollment**

The daycare fee in the Daycare Center shall be halved for the last three years before the start of regular school (see attached tables of monthly fees). The daycare fees for the part-time daycare places used (25 or 35 hours per week) shall also amount to 50% of the respective part-time charge.

For children who, on application, intend to start school one year earlier, there shall be no reduction in fees for their third-last year before enrollment.

#### **1.2 Children from Berlin and the federal state of Brandenburg**

In Berlin and the federal state of Brandenburg, all children who turn six in the school year up to 30 September are currently required to attend school.

As a result, the children born between October and December start the third-last year before school one year later.



## 2. Calculation and proof of income

Positive earnings shall be used as the basis for determining the annual gross income. There shall be no loss compensation. Special expenses or exceptional costs shall not reduce the basis for assessment. As a matter of principle, the gross income of the **last** year respectively shall be decisive in determining the assessment basis.

Proof of income must be provided in an appropriate manner. Proof can be provided provisionally, for example by submitting income tax returns, proof of the annual adjustment of income tax (*Lohnsteuerjahresausgleich*), an annual remuneration statement, or a completed proof-of-income statement (form). If no proof of income is submitted, or if submission is refused, the maximum fee shall be charged.

**The fee can be reduced on request if the family income decreases in the course of a year (e.g. due to a switch to part-time work, the start of parental leave, unemployment of one parent). This shall also apply if another child is born during the year.**

The recalculation of fees shall take effect for the month in which the application was submitted at the earliest. No retroactive reductions are made for the months prior to this.

## 3. Discount for several children

Child discounts shall apply up to the age of 18 on submission of a child benefit (*Kindergeld*) certificate or proof of maintenance. An application must be made for child discounts. They shall take effect for the month in which the application was made at the earliest. No refunds shall be made for the period before the application is submitted.

## 4. Part-time Daycare Center places

The Daycare Center offers part-time daycare places, which must be explicitly applied for. Part-time care is possible within the framework of an average weekly care period of either 35 hours ('TZ 35') or 25 hours ('TZ 25'). The decisive factor for the calculation is the average monthly number of daily hours of care. For example, in the case of 35 hours of care per week, the average period of care per day may not exceed 7 hours on a monthly average. The Daycare Center management can arrange for a review of the care times actually used.

Periods of the child's absence from the Daycare Center due to illness or the child's holiday shall **not** be deemed a criterion for claiming a part-time place.

A change in the extent of care can only be carried out on the first of the month.

The childcare hours are recorded using the family software.



## 5. Arrangements for long-term absence of the child/family

- The child's absence from the Bayer AG Daycare Center for **up to two months** shall not be deemed sufficient grounds for a reduction in the daycare fee – e.g. to the TZ25 daycare model – for the period of absence.

In the event of the child's continuous absence from the Bayer AG Daycare Center for more than two months, an application can be made in advance for the daycare fee to be calculated on the basis of the TZ25 daycare model for each calendar month concerned. Application is not possible after the event.

If the child returns during the last calendar month of the above-mentioned period, the child can be looked after for the rest of that calendar month up to a maximum of 25 hours per week on request.

- If a Bayer parent leaves Berlin for a short- or long-term assignment, and the daycare place(s) is/are to be retained at the request of the applying parent(s), no daycare fee shall be charged for the period of the stay abroad and there shall be no entitlement to childcare.

## 6. Beginning and end of obligation to pay the fee

If a child is admitted up to the 15th of any month, the fees and the cost of meals for that month must be paid in full. If the child is admitted on or after the 16th of a month, fees shall be payable only for the following month.

If the family income cannot be adequately proven, a provisional fee shall be set on the basis of the information provided by the parents. The fee shall be recalculated once the necessary evidence is available. Overpayments shall be refunded, arrears invoiced. This shall apply both to first applications in the case of new admissions and to the annual income reviews and applications for a reduction in fees.

If a child leaves before the end of a month, the full amount shall be payable for that month.

In the case of temporary admission for less than one month, the fees shall be paid as a rate per day (monthly fee divided by 20).

The respective fee shall be paid regardless of the number of days on which the respective care in the Daycare Center is actually used. The fees shall be payable for as long as the child is admitted to the Daycare Center.



#### **IV Attending the Daycare Center**

##### **1. House rules**

When a child is admitted to the Daycare Center, the parents who file the application shall recognize the house rules as binding with their signature.

##### **2. Medical care**

With the consent of the parents/persons with custody, the child shall undergo medical and dental examinations at irregular intervals during his or her stay at the Daycare Center. However, this shall not release the parents or other persons with custody from their responsibility for the children's healthcare.

##### **3. The child's absence**

If the child is unable to attend the Daycare Center, the teachers must be informed in good time if the absence is foreseeable (e.g. vacation), and otherwise without delay.

##### **4. Illness**

Any illness of the child must be immediately reported to the teachers or the management of the Daycare Center.

Children suffering from a communicable disease or with a high temperature (from 38.5°C) shall not be allowed to attend the Daycare Center. Infants under 6 months of age shall no longer be allowed to attend the Daycare Center if they have a temperature of 38°C or higher.

According to section 34 subsection 1 of the Infection Protection Act (IfSG), children under the age of six who have, or are suspected of having, infectious gastroenteritis and have the following symptoms:

- vomiting,
- passing runny stools at least twice, which gives rise to the suspicion due to its consistency and odor,

shall not be allowed to attend shared facilities.

The facility should not be attended again until 48 hours after the clinical symptoms have subsided. In individual cases, the Daycare Center management reserves the right to ask for a medical certificate (certifying that the child is fit to return).

After the illness, greater emphasis should be placed on hygiene. If the symptoms recur, the child must be sent home again.



## V Liability and insurance

- a. Bayer shall be liable in accordance with the statutory provisions,
  - if the cause of damage is based on intent or gross negligence,
  - in the event of injury to life, body or health,
  - if Bayer culpably violates an essential contractual obligation or an obligation the fulfillment of which is essential to the proper performance of the contract and on the fulfillment of which the child or its guardians may normally rely. In the case of simple negligence, however, liability shall be limited to the types of damage that are foreseeable and typical of the contract at the time of conclusion of the contract. An 'essential' contractual obligation shall be deemed to be an obligation on whose proper performance the persons with custody rely and may rely because it is characteristic of the contract.
  - in the event of initial inability or justifiable impossibility to perform.
- b. Otherwise, liability for damages – regardless of the legal nature of the claim made – shall be excluded.
- c. The amount of any liability claims against Bayer shall be limited to €5,000,000.
- d. The above exclusions and limitations of liability shall apply to the same extent with respect to the actions of Bayer's salaried staff, workers, employees, representatives and agents. Furthermore, they shall also apply to their personal liability.
- e. No reversal of the burden of proof is intended by the above provisions.
- f. The conclusion of a private liability insurance with a coverage of (at least) a €5,000,000 lump sum for personal injury and property damage is recommended.
- g. The children are insured against accident during their stay at the Daycare Center.

## VI Termination

### 1.1 Termination by the parents / persons with custody

The person(s) with custody may terminate the Daycare Center contract by giving one month's notice to the end of a month. Notice of termination must be given in writing to the Daycare Center management.

### 1.2 Termination by the Daycare Center management

The Daycare Center management may

- effect standard termination of the contract at any time by giving six months' notice to the end of a month without giving reasons, or terminate the contract by giving one month's notice to the end of a month
- if,
- despite a written reminder, the Daycare Center management has still not received a certificate one month after the child's planned admission date as required by Item 14 (medical examination),



- cooperation is repeatedly refused by the parents / persons with custody (e.g. not picking up the child punctually at the Daycare Center closing times; disregarding the instructions of the teachers), or
- a child is absent from the Daycare Center for an uninterrupted period of 10 weeks or, during an uninterrupted period of 14 weeks, attends the Daycare Center for less than 20% of the time agreed under the agreed childcare tariff, and the parents do not give good reasons relating to the person of the child (e.g. illness) in each case.

The right of termination without notice for good cause shall remain unaffected. Examples of good cause shall be, in particular, a serious and/or sustained violation of the house rules, intentional or grossly negligent false statements in the application (insofar as these statements had a positive effect on the application's approval), violations of the existing terms and conditions, or if parents or persons with custody do not meet their payment obligations and are two months in arrears with payments.

Notice of termination by the Daycare Center management must be given in writing. The management of the Daycare Center shall take the decision after consultation with the parents concerned and with the agreement of the responsible HR department and staff representatives.

## **VII Final provisions**

### **1.1 Force majeure**

Serious events, in particular force majeure, labor disputes, riots, warlike or terrorist conflicts, or pandemics, which have unforeseeable consequences for the performance of services, shall release the contracting parties from their obligations to perform for the duration of the disturbance and to the extent of its effect.

Force majeure shall be deemed to be any event outside the sphere of influence of the respective contracting party which prevents it in whole or in part from fulfilling its obligations, including fire damage, floods, strikes, lawful lockouts, as well as operational disruptions or official decrees for which it is not responsible.

This shall not imply the automatic dissolution of the contract. The contracting parties are obliged to inform each other of any such obstacle and, in good faith, to adapt their obligations to the changed circumstances. The right of each party to terminate the contract for good reason in the event of prolonged force majeure shall remain unaffected.

### **1.2 Effectiveness**

These Admission and Contract Guidelines shall come into force on January 1, 2020, replacing the version dated May 2018.

Should individual provisions be wholly or partially invalid or void, or become wholly or partially invalid or void, as a result of a change in the legal situation or as a result of a judgment by the highest courts or for some other reason, the remaining provisions shall remain unaffected and valid.



### 1.3 Applicable law and place of jurisdiction

German law shall apply, excluding private international law. Place of jurisdiction shall be Berlin.

**Berlin, April 2020**

**Stefan Klatt**

**Bayer AG**

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A handwritten signature in blue ink, appearing to read "R. Hell".

**Works Council Berlin**