

**Article  
for the charging of fees for usage  
of Studentenwerk Thüringen childcare facilities**

On the basis of the articles and contracts regarding childcare facilities in the local authorities and the existing relevant funding guidelines, the German Civil Code (BGB) issued on 2nd January 2002, the eighth issue of the Social Security Code (SGB) for child and youth support (SGB VIII) in the revision published on 14th December 2006 (BGBl. I S. 3134), last revised through the Law for Further Development in Child and Youth Support (KICK) on 6th July 2009 (BGBl. I S. 1696), section 4 of the Thuringian Student Union Law (ThürStudWG) in the revision published on 9th March 2006 (GVBl. S. 68), last revised through the Law on 31st January 2013 (GVBl. S. 22) along with section 18 of the Thuringian Law for Education, Schooling and Care of Children in Childcare Facilities and Daycare Centers (Thüringer Kindertageseinrichtungsgesetz- ThürKitaG) from 16th December 2005 (GVBl. S. 365), last revised through Article 1 of the Law for the Revision of the ThürKitaG and other laws on 4th May 2010 (GVBl. S. 105), results the following article from Studentenwerk Thüringen:

**Section 1: Field of application**

1. This article outlines the charging of fees for use of the childcare facilities (hereinafter referred to as 'fees') of Studentenwerk Thüringen (hereinafter referred to as 'Studentenwerk') in terms of the ThürKitaG.
2. Holders of rights of use of Studentenwerk childcare facilities are:
  1. children of students
  2. children of staff, guest researchers and scholarship holders of institutes named in section 2 of ThürStudWG or children of Studentenwerk staff
  3. children of third parties in the respective municipality

**Section 2: Parties obliged to pay fees**

Obliged to pay fees are legal guardians of children in terms of section 1626 of the German Civil Code (ff BGB) who make use of Studentenwerk childcare facilities. If there is only one legal guardian then they are the single party obliged to pay fees. If there is dual guardianship then both parties are obliged to pay fees.

**Section 3: Obligation to pay fees and termination**

1. Usage of childcare facilities is deemed to be agreed when a contract of childcare has been signed at the request of the legal guardian.
2. A fee must be paid for the usage of childcare facilities. Fees in accordance with this article are the charges for all services and additional services relating to this article.
3. Charging of fees is considered agreed for the entire duration of the contract of childcare in Studentenwerk facilities.
4. Fees are also to be paid when childcare facilities are closed, either due to public holidays or for other reasons.
5. Changes to the contract of childcare and the resulting change in fees charged will only take effect from the first day of the following calendar month.
6. The childcare agreement will end through written termination and must be completed two weeks before the end of the calendar month. Termination will

take place in the facility attended by the child. Deviations may be agreed upon in the contract of childcare.

#### **Section 4: Guidelines for calculation of fees**

1. The guidelines for assessment and sum of fees results from the active articles, contracts and funding guidelines of the respective local authority in accordance with annexes 1-5.
2. The basis for calculation is the total sum of income of the legal guardian(s) in the preceding calendar year, the number of children of the legal guardian(s) eligible to receive childcare support and the agreed daily time of usage of the childcare facility.
3. Fees will be charged for usage of the childcare facilities on a full-day and half-day basis. Fees and time periods for childcare a half-day basis are detailed in documents (1).

#### **Section 5: Incurrence and due dates of fees**

1. Obligation to pay fees arises upon the signature of a childcare contract in accordance with annex 5.
2. Fees are charged monthly. The fee-paying year is aligned with the kindergarten year, which begins on 01.08 and ends on 31.07 of the following year.
3. Payment takes place cash-free via bank transfer or by direct debit and is due on the 15th of each month at the latest.
4. Fees are also to be paid in the case of absence. If a child cannot attend the childcare facility for more than four weeks due to medical reasons proven by a doctor or due to medical rehabilitative measures, fees for this time period can be refunded upon application. Fees charged remain unchanged if a child is absent for a shorter time period.
5. If a child begins attendance at a facility up to and including the fourteenth day of a calendar month, the full fees will be charged for that month. If attendance begins from the fifteenth of a month, half fees will be charged.
6. After signature of a corresponding terms of agreement, Studentenwerk may pass on responsibility for the calculation and collection of fees for the usage of childcare facilities to the respective local authority.

#### **Section 6: Catering fees**

If a child is registered to take part in lunch at a facility, a fee is to be paid per portion for material costs and service. Calculation of fees takes place the following month. Fees are not to be paid if the child's meal is cancelled early enough to change the order with the supplier (depends on rules of individual childcare facility). Childcare facilities are not obligated to provide extras such as breakfast, snacks and drinks, and the decision to do so lies with the management of the respective facility.

#### **Section 7: Cooperation duties of legal guardians, allocation of fees**

1. The basic and maximum sum of fees is based on a childcare period of 45

hours per week. A reduced rate may be possible depending on calculation guidelines detailed in paragraph 4 of this article.

2. Allocation of fees will take place
  - initially at the start of the contract of childcare and
  - yearly at the start of every fee-paying year.

Required documents (e.g. notice of income tax, income tax cards, notice of student loans and notice of benefits according to *SGB I-XII* or to *BAfA*) must be presented to Studentenwerk by 31st May of the current fee-paying year.

3. If proof of income detailed in (2) is not presented on time or in full, the basic and maximum sum of fees for the respective childcare facility will be charged in accordance with the regulations of the facility and the chosen period of childcare. This will be valid for the whole fee-paying year or until the month of an application to change fees.
4. Changes in income, along with changes in the number of children of the legal guardian(s) eligible to receive childcare support, must be notified in written form together with presentation of the correct documentation. Should a change occur in the sum of fees charged, this re-allocation will take place in accordance with the active articles, contracts and funding guidelines of the respective local authority in accordance with annexes 1-5.

### **Section 8: Data Protection**

Data protection regulations of the state of Thuringia are observed.

### **Section 9: Take-over of obligation to pay fees**

1. Responsibility to pay fees can be taken over, partly or in full, by the local provider of public youth support upon application by the legal guardian in accordance with section 90 of Social Security Code (Abs. 3 SGB VIII) if the legal guardian(s) is unable to pay it themselves. The remainder of fees to be paid is calculated through sections 82-85, 87 and 88 of the Social Security Code (SGB XII).
2. The resulting notice of financial support is to be presented in a timely manner.

### **Section 10: Commencement**

This article comes into effect from the 01.01.2015 and replaces the previous article of the 01.03.2013.  
from the 01.03.2013.