**After School Care (ASC) Contract**

**Addendum to the Early Childhood or School Contract**

**2024/2025**

between

Munich International School e.V., Schloß Buchhof, 82319 Starnberg, Germany
represented by the Board of Directors, represented by Timothy J. Thomas - Head of School

- hereinafter called “School” –

and the

Parents/legal guardians of the named student below.

If both Parents/legal guardians having legal custody sign this contract, they hereby authorise each other to make and/or to receive all declarations and notifications in connection with this contract. They are jointly liable for all obligations arising hereunder.

Herewith the following student will be enrolled in MIS After School Care (ASC) for the school year **2024/2025**.

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| **Parent/legal guardian 1** | **Parent/legal guardian 2** |
| **Mr. / Ms. / Mx.** | **Mr. / Ms. / Mx.** |
| **Last name** | **Last name** |
| **First Name** | **First Name** |
| **Address (street, postal code and town)** | **Address (street, postal code and town)** |
| **Email** | **Email** |

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| **Child** |
| **First and Last name** |
| **Grade level in 2024/25**  | **Start Date in ASC** (DD/MM/YYYY)21/08/2024 |
| **For Grades 1 – 4 only Option A\*** ASC only  (€1,747)  | \* Costs€1,747; includes supervision of children oncampus only from Monday through Friday (including Early Release Fridays), without Student Life Programme (SLP) activities. | **For Grades 1 – 4 only****Option B\*\*** ASC plus  (€2,170)  | \*\* Costs €2,170; includes supervision Monday through Friday (including Early Release Fridays) plus the option of free participation in all Junior School (JS) on-site Student Life Programme (SLP) activities. Off-site SLP activities are not included. |

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| **For Early Childhood – Grade 6 students only****Option C\*\*\***                ASC on Early Release Fridays only                 (€468)   | \*\*\* Costs €468; includes supervision only on the Early Release Fridays (2.00pm dismissal) and provides supervision until 4.00pm. There are no Student Life Programme (SLP) activities on these days and no bus service at 4.00pm -- children must be picked-up. |

**1. Additional offering: After School Care**

1.1 Parents/legal guardians of students in Grades 1 through 4 can choose **Option A or B** to extend their child’s school day on the MIS campus after the regular school day has ended until 16:10p.m. Care is included on Early Release Fridays, ***but it ends at 16:00 (not 16:10) and it is not available on the Fridays right before the Winter and Summer breaks or on Half Days.***

1.2 Parents/legal guardians of students in Early Childhood through Grade 6 can choose **Option C (only)** to have their child’s school day extended on Early Release Fridays from 14:00 until 16:00 (*not 16:10*). There is no care on the ***Fridays right before the Winter and Summer breaks and on Half Days.***

1.3 Registration in the After School Care (ASC) Programme officaly extends your child’s school day. Attendance is required and absences must be properly reported.

1.4 Pursuant to §34(10a) of the German Act for the Protection against Infectious Diseases (IfSG), a written doctor’s certificate of age-appropriate immunization based on the recommendation of the Vaccination Committee must be presented to the school.

1.5 Pursuant to the Measles Protection Act, which came into effect on 1 March 2020, all children must provide proof of a measles vaccination (vaccination document OR doctor’s note), before the child may attend After School Care. Without providing proof in the form required by statute (vaccination card, vaccination certificate, doctor’s note), the child may not attend.

**2.** **Terms of the Contract Addendum**

2.1 This contract is a contract addendum to the main School Contract between the Parents/legal guardians and MIS. This contract addendum can be concluded only as an addendum to an existing MIS Early Childhood or School Contract. The regulations of the MIS School Contract apply without exception to this contract.

2.2 This contract addendum will be valid only if a minimum number of 18 students register for ASC (either with or without additional SLP Activities).

2.3 This contract addendum between MIS and the Parents/legal guardians officially commences on 1 August of a given year and ends on 31 July of the following year without notice of termination being required. Exceptions to the regular ASC services are governed by the official MIS School calendar.

2.4 Every year MIS shall send the Parents/legal guardians a new ASC contract addendum for a further fixed term of one year.

**3. Fees for After School Care (ASC)**

3.1 Upon signing this contract addendum, the following fees per year will become due:

 **OPTION A:** €1,747 for After School Care (ASC) only

**OPTION B:** €2,170 for ASC Plus

 **OPTION C:** €468 for ASC on Early Release Fridays only

3.2 MIS invoices for ASC will be issued to:

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| **Invoices paid by** |
|  The student’s  Parents/legal guardians |  |
|  A company |  |
|  Another third-party |  |

3.3 If MIS invoices are to be paid in part or in total by a third party other than Parents/legal guardians, a written and duly signed confirmation to this effect is needed from the third party. Despite this statement of confirmation, the Parents/legal guardians remain liable for payment of all fees.

**4. Pedagogical Concept for After School Care**

4.1 The purpose of ASC at MIS is to provide on campus supervision and age-appropriate activities for students.

* Games and other forms of social play
* Movement and exercise both indoor and outdoor
* Supervised homework time
* Time for a small snack (the school will offer a very small snack; in case of food allergies, Parents/legal guardians must prepare and send an appropriate alternative).
* The nature of the activities will vary from day to day based on the needs of the students, changing weather conditions and other factors.

4.2 With regard to homework, ASC supervisors are not responsible for ensuring completion or accuracy of students’ homework.

**5. Early Termination**

5.1 This contract addendum is valid for one school year and cannot be cancelled by Parents/legal guardians. In the case of written cancellation of the main Early Childhood or School Contract, this addendum will also be cancelled, without the need for a separate written cancellation.

5.2 In case of cancellation of the ASC contract addendum, annual fees cannot be refunded.

**6. Responsibility for Pick-up**

6.1 Parents/legal guardians with students registered for ASC option A or B are responsible for picking up their child punctually at 16:10, except on Early Release days when the pick up time is 16:00. Pick-up is at the Junior School, unless other arrangements have been explicitly agreed to in written form with the school in advance (for example, through a bus contract). With the arrival of a Parent/legal guardian at school, the supervisory duty of the school toward the child ends.

6.2 Parents/legal guardians with students registered for ASC option C are responsible for picking up their child punctually at 16:00, unless other arrangements have been explicitly agreed to in written form with the school in advance. With the arrival of a parent/legal guardian at school, the supervisory duty of the school toward the child ends.

**7.** **Integral Parts of the Contract Addendum**

7.1 The following document is part of this contract addendum:

* ***Student Life Programme Terms & Conditions***

7.2 By signing this contract addendum, you agree to the terms and conditions outlined in the document referred to in Section 7.1. This document can also be found under the following link: [General Terms and Conditions/Allgemeine Geschäftsbedingungen (AGBs)](https://www.mis-munich.de/agb): <https://www.mis-munich.de/agb>

**8. Final Provisions**

8.1 This contract, including all attachments and all matters arising out of or relating to this contract, are
governed by and construed in accordance with, the laws of the Federal Republic of Germany. Place
 of venue and of performance is Starnberg.

8.2 No amendment to this contract is effective unless it is in writing, identified as an amendment to this contract and signed by each party.

8.3 If any provision of this contract, wholly or in part, is or becomes void, invalid, or unenforceable, the effectiveness and enforceability of the remaining provisions shall not be affected thereby. To the extent legally permitted, the void, invalid or unenforceable provision shall be deemed to be replaced by a legally valid and enforceable provision which comes as close as possible to the economic and legal purpose pursued by the parties. The same shall apply in case of any missing provision in this contract.

8.4 In the event of any disputes arising out of this contract, all parties involved shall first endeavor to reach an amicable settlement - either before or after court action.

8.5 The Parents/legal guardians shall immediately inform MIS in writing of any material changes affecting the contract, such as changes of name or address, contact details or legal custody for the student. Any additional costs of MIS resulting from the non-adherence to this obligation shall be borne by the Parent/legal guardians.

8.6 This contract may be executed by the parties on separate counterparts, each of which will be an original, but all of which together will constitute one and the same contract. The contract is not effective until each party has executed at least one counterpart.

8.7 All legally binding statements and other notices in connection with this contract shall be made in writing. The written form requirement shall be satisfied through transmission by facsimile or an exchange of letters. An electronic transmission (such as by e-mail) shall be sufficient to satisfy the requirement that notices be made in writing.

**Important: Please note that the signatures of all persons having right of custody/all legal representatives of the student are required!**

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| **Parent/legal guardian 1** | **Parent/legal guardian 2** | **Munich International School e.V.** |
| **Place, Date** | **Place, Date** | **Place, Date***Starnberg, 4 March 2024* |
| **Printed Name** | **Printed Name** | **Printed Name*****Timothy J. Thomas*** *Head of School*  |
| **Signature** | **Signature** | **Signature** |