

RULES AND REGULATIONS FOR CHILDMINDER CARE 2022

KINDEROPVANG ZEEUWS-VLAANDEREN

The rules and regulations as of January 1, 2021 are hereby repealed.

Table of contents

1. Definitions page 1
2. The agreement page 1
3. Payment of childminders page 3
4. Payment of costs for mediation & supervision to childminder agency page 3
5. Default payment page 3
6. Registering at the childminder agency by the requesting parent page 4
7. The mediation page 4
8. Reception page 5
9. Unsubscribing from the childminder agency page 5
10. Illness of the childminder page 6
11. Illness of the guest child page 6
12. Vaccination page 6
13. Liability page 7
14. Insurance page 7
15. Differences of opinion page 7
16. Complaints procedure page 7
17. Participation of parents/childminders page 7
18. Sounding board group page 7
19. Provision of information page 7
20. Privacy page 7

Article 1 Definitions

For the purposes of these rules and regulations, the following definitions shall apply:

KOZV: Kinderopvang Zeeuws-Vlaanderen in Terneuzen.

The childminder agency: the childminder agency, part of Kinderopvang Zeeuws-Vlaanderen, Terneuzen.

The parent/guardian: the person who enters into a childcare agreement with KOZV.

The parent/guardian is also the requesting parent.

The agreement: the agreement between KOZV and the parent/guardian, which states during which hours childcare will be provided.

Mediation: the mediation by the childminder agency that leads to the establishment of a match between the requesting parent and the childminder, and the supervision of the match.

Childminder: the person who takes care of one or more children via the childminder agency in the home of the childminder or in the home of the requesting parent.

Requesting parent: the person(s) legally responsible for the child(ren) to be accommodated. The requesting parent is also the parent/guardian.

Childminder's care: the care and supervision of children aged 0 to the end of primary school age in a family situation, established through the mediation of the childminder agency, during all days of the week from 0:00 to 24:00.

Article 2 The Agreement

1. The agreement for childcare lasts until the first day of the month on which secondary education begins for the child concerned. This applies unless otherwise agreed upon in writing.
2. This agreement may be changed prematurely with observance of a period of one month. Deviation from this is possible provided the childminder agrees.
3. The parent/guardian pays one twelfth of the contracted hours every month. The hourly rate is an all-inclusive hourly rate consisting of a fee for the childminder and a fee for the costs of the childminder agency.
4. Payment is made by direct debit. Prior to the direct debit the parent/guardian will receive an invoice with an overview of what will be collected. The invoices will be placed in the parent portal around the 20th of the month in question. The amount due will be debited automatically around the 25th of the month in question. If an invoice cannot be collected, the parent/guardian is responsible for paying the invoice.

5. At the end of the year or if the contract is terminated prematurely, a settlement will take place.

If the actual number of hours purchased is lower than the number of hours contractually agreed (and therefore paid), the parent/guardian will be reimbursed the difference (after settlement of any outstanding items).

If the actual number of hours purchased is higher than the number of hours contractually agreed upon, the parent/guardian must pay the difference. In both cases, the childminder agency will charge the rate that corresponds to the actual number of hours taken. It is the responsibility of the parent/guardian to indicate that contracted hours need to be changed. The childminder agency fulfils a signalling function in this respect.

If the contract is terminated prematurely, the contract hours and the corresponding graduated rate will be calculated proportionately.

6. The minimum number of childcare hours for a child up to the age of four for which a contract is concluded is 375 hours per year.

For a child from the age of four, the minimum number of care hours is 150 per year.

If the childcare starts or stops during the year, the minimum number of hours is calculated in proportion to the number of months the childcare is used.

7. If during the year less hours have been used than the minimum number of hours mentioned in paragraph 6, the difference will not be reimbursed. The childminder will be paid for the minimum number of hours of childcare. If more than one childminder is providing the care, the supplement to the minimum number of hours will be divided between the childminders in proportion to the care provided.

8. Parent/guardian can choose to make use of the following services free of charge:

Parent/guardian can authorize KOZV to collect the childcare benefit. The parent/guardian will receive an invoice from KOZV for the remaining costs. The parent/caregiver remains responsible for the total childcare costs if no or not enough childcare allowance is received.

KOZV will support the parent/guardian in applying for and changing the childcare allowance if desired. KOZV does not do this automatically but on request of the parent/guardian. In order to submit your request or change in a timely manner, it is important that you provide requests at least two weeks in advance.

If after two reminders the parent/guardian does not provide the necessary information to KOZV or does not respond to requests by KOZV to contact them, KOZV reserves the right to stop the support and charge gross fees. KOZV will notify the parent/guardian in writing where appropriate.

9. Should the parent/guardian wish to have more children taken care of in the future by the childminder who already provides care for one or more children, the parent/guardian is obliged to make use of the mediation and support provided by the childminder agency for this purpose.

10. The coupling will be formalized by means of a contract between the childminder and requesting parent. The childcare can start when the childcare benefit forms and the financial contract have been returned (signed) and have been checked by the cashier of the childminder agency. The financial contract gives the requesting parent the opportunity to apply for a state allowance. The information required for this is stated in the financial contract.

11. The parent/guardian is obliged to inform the childminder agency immediately of any change in personal circumstances that may be relevant to the mediation and guidance provided by the childminder agency.

12. Incidental care is possible in accordance with the protocol incidental care. Incidental care must be paid for in advance.

13. If multiple children from one family make use of childminder care, the lowest price applies to all children.

14. KOZV will charge service fees for up to three children per family. No service fees will be charged for the child/children who make the least use of childminder care.

Article 3

Payment of childminders

1. The childminder agency acts as a cashier for the requesting parent. This means that the payment of the childminder by the requesting parent takes place through the childminder agency.
2. The childminder must keep a monthly record in Jaamo of the number of hours that the child has been cared for by the childminder.
3. The hours to be paid per day per child are rounded up to the nearest half hour.
4. The requesting parent approves the hours in the parent portal within 5 days after the end of the month.
5. If during the year less hours have been taken than the minimum hours mentioned in Article 2.6, the childminder will be paid for the minimum number of hours. If more than one childminder provides the care, the supplement to the minimum number of hours will be divided between the childminders in proportion to the care provided.
6. The childminder will be paid for the hours as stated in the parent portal and approved by the requesting parent halfway through the following month.
7. The childminder agency shall inform the requesting parents and the childminders before November 1 of the hourly rates and the recommended rates for the reimbursements to the childminders for the following year.
8. The childminder agency shall advise childminders and requesting parents to use the hourly rates and recommended rates for reimbursements as mentioned in paragraph 7. Should childminders and requesting parents decide to make deviating agreements, they are obliged to inform the childminder agency accordingly. Should a childminder decide to use a different rate, he/she must inform the childminder agency of this before 1 October of the previous year.
9. Any payments will be agreed upon by mutual consent and laid down in the contract of employment between the requesting parent and the childminder.
10. In the event of non-payment, the childminder is entitled to suspend the childcare obligations with immediate effect until payment has been made.
11. The assignment agreement between the childminder and the requesting parent is entered into for an indefinite period, taking into account a notice period of one month. An exception to this is the first two months, which are a settling-in period. The childcare can be terminated immediately by both parties during the first two months.

Article 4 Payment of costs for mediation and guidance to the childminder agency

1. The requesting parent pays costs to the childminder agency from the day care begins. These costs are part of the all-in price per hour for childminder care.
2. The hourly rate for the coming calendar year will be communicated in writing to the contracting party before November 1 of the current calendar year.
3. The hourly rate may be changed in the interim. The contracting party will be notified at least two months in advance.

Article 5 Non-payment

1. The procedure for non-payment is as follows:

- A reminder will be sent three weeks after the due date.
- Two weeks after that a second reminder will be sent.
- A final reminder is sent two weeks after the second reminder.
- A debt collection is then started. The costs of the collection case are for the account of the contracting party.

2. If the parent/guardian does not pay on time, KOZV has the right to request from the tax authorities relevant information for KOZV about the childcare allowance of the parent/guardian.

KOZV can also in this case oblige the parent/guardian to have the child care allowance paid directly to KOZV by the tax authorities. The parent/guardian is and will always remain responsible for the timely submission of the correct information that is important for the childcare benefit; if this information changes later, the parent should also report this on time. KOZV has the option of not including unpaid invoices on the annual statement in the event of late payment.

3. KOZV may immediately terminate the agreement with the parent/guardian who has not paid for two months, by registered letter or personal notice with acknowledgement of receipt. The parent/guardian will be offered the opportunity to undo the termination by immediate payment

4. KOZV has the right to notify the childminder of non-payment by the requesting parent.

5. When childcare ends due to non-payment, the childminder is not entitled to continued payment of one month.

6. If a requesting parent has outstanding invoices it is not possible to change or restart childcare.

Article 6 Registration at the childminder agency by the requesting parent

1. When the requesting parent registers, these KOZV Rules and Regulations for Childminder Care and the General Terms and Conditions for Childminder Care will be handed over/emailed. The requesting parent will receive a verbal explanation with these documents. The customer's wishes regarding the care will also be discussed. The number of hours of childcare the requesting parent will need in the year that the childcare starts will be discussed.

2. Should the requesting parent start working with the same childminder (outside of the childminder agency) within a period of one year after the requesting parent has met the childminder, the childminder agency is entitled to impose a fine of € 500 on the requesting parent and to deregister the childminder.

3. The requesting parent is obliged to supply birth dates and citizen service numbers of the requesting parent(s) and children upon KOZV's request. The privacy regulations of KOZV apply to the use of these data by KOZV.

Article 7 The mediation

1. The requesting parent indicates the wishes regarding the childminder during the registration.

2. The Mediation Officer looks for a childminder who (as far as possible) meets the wishes of the requesting parent.

3. The childminder agency offers a maximum of three childminders for mediation.

If the requesting parent has been offered three childminders and the requesting parent has rejected all three, the requesting parent will be deregistered.

4. If there is no childminder available in a specific neighbourhood or village of the requesting parent's choice, the childminder agency will issue a call for tenders via the website in order to recruit a childminder in the specific area.

5. Childminders must meet the selection criteria set by the childminder agency and by law.

These criteria are included in the pedagogical work plan of the childminder agency.

Childminders receive a copy of this at registration.

The pedagogical work plan is also mentioned on the website.

6. The home of the childminder (and in case of home care the home of the requesting parent) should meet the legal requirements.

Article 8

Reception

1. The hours of childcare are determined by mutual agreement between the childminder and the requesting parent.

2. If the childminder agrees, childcare is possible on weekends, holidays, evenings and nights.

3. A childminder shall provide care for a maximum of six children at a time. The age policy as stated in the pedagogical work plan of the childminder agency is taken into account.

4. The requesting parent must notify the childminder of the desired childcare times per month through the parent portal by the 23rd of the previous month at the latest. The childminder will approve or reject changes submitted after the 23rd, depending on the number of children present.

5. Requesting parents can cancel the childcare free of charge up to 7 days in advance. If the requesting parent does not cancel at least seven days in advance, the requesting parent will be obligated to continue paying the fee for the agreed times and days. The requesting parent and the childminder may agree to deviate from the above, provided they have laid this down in advance in the contract between the requesting parent and the childminder.

In the event of deregistration, there is an obligation to continue payment of one month's childcare costs based on the contracted hours. During this month, at least the childcare fee for the contracted hours will be charged, even if no care is taken.

6. Before the childcare starts, a matchmaking meeting will take place with the parent, the childminder and the mediator. Thereafter an annual evaluation is offered by email. This evaluation will always precede the evaluation of the well-being of the child.

7. Preferably, the care of children under four years should take place weekly (at least 4 hours per week).

This is because of the bonding of the child with the childminder. The requesting parent and the childminder may agree to deviate from the above, provided they have laid this down in advance in the contract between the requesting parent and the childminder.

8. If the childminder is no longer able to provide childcare and the childminder agency has not succeeded in finding a replacement childminder, the requesting parent will not be liable for any mediation and guidance costs to the childminder's agency from the first of the following month.

9. The childminder will carry out an annual assessment of your child's well-being.

The childminder will discuss the results of the assessment with the requesting parent. During one of the visits of the mediating employee to the childminder, the results of this assessment will be discussed.

Article 9 deregistration from the childminder agency

1. Both the childminder and the requesting parent have a cancellation period of one month. The requesting parent has the obligation to continue paying the costs of mediation and supervision, as well as the childcare costs, to the childminder. Even when no childcare is provided. At least the contracted hours will be charged for childcare costs and costs for mediation and supervision.

The deregistration must be done in writing/by email. Both the childminder and the requesting parent receive a written confirmation of the cancellation when one of the parties wants to end the childcare.

2. If the requesting parent continues the pairing established through the childminder agency with the same childminder (outside of the childminder agency) within a period of one year after termination, the childminder agency is entitled to impose a fine of € 500 on the requesting parent and to deregister the childminder.

3 If the requesting parent does not use the childminder's care for a longer period of time (e.g. maternity leave), it may be advisable to (temporarily) deregister from the childminder agency. If you do not do this you will still owe KOZV service costs.

For children under the age of four it is advisable to continue the care via the childminder agency and to bring them to the childminder's at least once a week to bond with the childminder.

4 KOZV can terminate the agreement in writing if the aforementioned obligations or conditions for mediation are not complied with by the childminder or requesting parent or if further mediation must be discontinued on the basis of other compelling reasons.

Article 10

Sickness and holidays childminder

1. In case of illness or holidays of the childminder, the childminder will inform the requesting parent as soon as possible (6 weeks in advance in case of holidays) in order to enable the requesting parent to arrange for substitute care.

2. Should the childminder be absent, the childminder agency can arrange for emergency care if necessary. The requesting parent should inform the childminder agency if they wish to make use of this option.

The childminder agency will look for emergency accommodation with another childminder or at a childcare day centre or an after-school care centre. These should of course be affiliated with KOZV. The childminder agency will look for childcare in the place where the requesting parent prefers to be, however, if no emergency accommodation can be found in this place, emergency accommodation can also be offered in another place. The costs for emergency care with another childminder are equal to the contractually agreed upon hourly rate. For emergency care in a day care centre or after-school care, the applicable rate will be charged.

Emergency care cannot be guaranteed; the childminder agency has a best-effort obligation.

3. If the parent wishes to have emergency childcare at a day care centre or after-school care group during the childminder's vacation, this must be communicated to the childminder agency at least six weeks before the start of the school vacation.

4. If the requesting parent does not cancel (fully or partially) at least seven days in advance, the requesting parent will still be obliged to continue paying the costs for the agreed times and days.

This also applies if emergency care is cancelled due to illness. If the requesting parent has flexible hours/working hours, this can be deviated from. This will be recorded in the agreement of assignment between childminder and requesting parent.

5. Emergency care lasts a maximum of three months.

6. During illness, vacation and other absence of the childminder, the childminder is not entitled to continued payment of the agreed remuneration.

7. Replacement care at childminders, day care centres or after-school care centres should always be arranged through the childminder agency (and not directly with the relevant childminder or KOZV branch).

Article 11

Sickness of the guest child

In case of illness of the guest child, the requesting parent will inform the childminder as soon as possible. The childminder will then agree on whether or not the sick child can be accommodated for by the childminder.

1. If the guest child cannot attend the childminder due to illness, the requesting parent must continue to pay the agreed upon care hours for one week.
2. If the guest child becomes ill during the time he/she is with the childminder, it is at the discretion of the childminder whether the child can stay or whether the parent should pick him/her up.
3. The requesting parent should be available to the childminder at all times in case of an emergency (such as illness of the guest child). For this purpose, the requesting parent(s) should leave work and/or mobile phone numbers with the childminder.

Article 12

Vaccinations

In the Netherlands we believe it is important that children are given a healthy start in life. Vaccinations against contagious infectious diseases are part of this.

KOZV is an advocate of vaccinations.

If you do not do so, in the case of an outbreak of a contagious disease, such as measles, we may decide to (temporarily) deny access to non-vaccinated children when the safety and health of the children being cared for is at stake.

Article 13

Liability

Neither the childminder agency nor KOZV bear responsibility or liability for the implementation of childcare by the childminder. For the purpose of a good and healthy development of the guest child in a safe and healthy environment, the childminder agency supervises the care provided by the childminder.

KOZV is not liable if the parent/guardian provides incorrect information and/or does not pass on changes relating to the childcare allowance as referred to in article 5 paragraph 2 on time.

Article 14

Insurance

KOZV has taken out a liability insurance for both KOZV employees and the childminders with a maximum coverage per event of € 2.500.000.

Childminders and requesting parents should have a "liability insurance for private persons" (A.V.P.) for themselves (childminders) and their child(ren) (requesting parents).

Article 15

Disagreements

In case of a difference of opinion between the requesting parent and the childminder both parties are expected to enter into consultation with each other in order to solve the difference of opinion. If one of the parties so wishes, a mediation worker will be present at the meeting.

If the requesting parent and the childminder do not reach a solution together, they should allow the mediation of the childminder agency and accept and implement a binding recommendation and/or solution.

Article 16

Complaints procedure

Complaints regulations have been established in accordance with the Healthcare Sector's Complaints Act for Clients. These can be requested from KOZV and can be found on the website of KOZV.

For less serious complaints or remarks, you can fill in a form for comments with the mediation staff. You can also contact the mediation staff member or the unit manager. We always welcome suggestions that can improve our childminder agency.

KOZV is affiliated with the Disputes Committee for Childcare. Complaints that are not satisfactorily resolved by KOZV or complaints that you would rather submit directly to an external commission can be submitted to the dispute commission. Information about this can be requested from KOZV and can also be found on the website.

Article 17

Participation of parents/childminders

Childminder agency Zeeuws-Vlaanderen strives to install a parent committee in accordance with the Childcare Act. The parent committee consists of (requesting) parents. The parent committee discusses both policy matters and the daily course of events. It represents the interests of the parents within the childcare centre. Two representatives of the parent committee have a seat in the central parent committee of KOZV. In the central parent committee the general policy aspects of the

organization focused on quality, pedagogy, complaints and price changes are discussed. The regulations can be requested at KOZV.

Article 18 Sounding board group

Involvement of childminders in the policy of the childminder agency is possible through the sounding board group. You can find more information about the sounding board group on the KOZV website.

Article 19

Information provision.

Requesting parents and childminders will receive a newsletter from the childminder agency twice a year.

The KOZV website provides extensive information about the pedagogical policy, complaints procedure, safety policy and the privacy policy, among other things.

Article 20

Privacy.

Within KOZV the personal data of childminders and requesting parents are handled in a correct way. The manner in which is laid down in the privacy policy of KOZV. You can find the privacy policy and the privacy statement on our website www.kinderopvangzvl.nl.

We also expect requesting parents and childminders to respect each other's privacy.

The General Terms and Conditions prevail in case they are in conflict with the Childminders Rules and Regulations.

In cases not provided for in the General Terms and Conditions and the Rules and Regulations of Kinderopvang Zeeuws-Vlaanderen, the management of Kinderopvang Zeeuws-Vlaanderen can make individual agreements.