

## **AGREEMENT between the course provider and course attendants as per § 8 (4) Deutschsprachförderverordnung (DeuFöV - German Language Support Act)**

Name, First Name and Date of Birth of the Course Attendant

**and**

Name and Address of the Course Provider

**enter into the following agreement:**

### **1. Contribution to costs**

Attendance of an occupational language course is basically free of charge.

The exception are employed individuals who are not in receipt of maintenance benefits as per SGB II, SGB XII or AsylbLG (Social Code II, Social Code XII or Asylum Seeker Benefits Act) or are not entitled to unemployment benefits I (Arbeitslosengeld I), are not in vocational training within the meaning of § 57 (1) SGB III (Social Code III) or an entry-level vocational qualification and whose taxable annual income is in excess of € 20,000 (single persons) or € 40,000 (married couples). These individuals must pay a contribution to costs. The course provider must make the course attendants aware of the contribution to costs at the time of registration. The contribution to costs for all lessons is payable to the course provider at the start of the course.

Employed persons who attend an occupational language course free of charge because their taxable annual income does not exceed the above-mentioned thresholds are under obligation to pay a contribution to costs in the event of dropping out of the occupational language course for reasons within their responsibility. In the event of dropping out for reasons beyond their responsibility, the employed course attendant must provide the Federal Office with reasonable verification.

The course provider will provide the course attendants with course books free of charge.

### **2. Travel expenses**

Attendants who are in receipt of

- unemployment benefit I (Arbeitslosengeld I, SGB III - Social Code III)
- unemployment benefit II (Arbeitslosengeld II, SGB II - Social Code II)
- social security benefits (Sozialhilfe, SGB XII - Social Code XII)
- youth aid (Jugendhilfe, SGB VIII - Social Code VIII, instead of benefits as per AsylbLG (Asylbewerberleistungsgesetz - Asylum Seeker Benefits Act)
- benefits as per AsylbLG (Asylbewerberleistungsgesetz - Asylum Seeker Benefits Act) OR

- vocational training benefits (Berufsausbildungsbeihilfe) as per § 56 SGB III (Social Code III)

are eligible for a grant in aid towards the required travel expenses. The course attendant must immediately notify the course provider and the Federal Office if they cease to be in receipt of these benefits at any time while attending the course.

A lump sum grant in aid towards the travel expenses will be paid if the shortest way on foot from the place of residence to the course venue and/or the venue for the certification examination is at least 3 kilometres. The application for the travel expense allowance must be filed with the course provider. The attendant can lodge an objection against rejection of the application or issue the course provider with a letter of authorisation so that the provider can lodge an objection on behalf of the attendant.

Where the Federal Office grants the travel expense allowance, this remains valid for the entire attendance of the course. The allowance does not change to reflect fare changes. The allowance becomes void in the event of a change of place of residence or course venue. In that event, a new application must be submitted, if applicable.

### **3. Childcare**

The course provider supports course attendance in their search for childcare providers.

### **4. Course Start**

The eligible course attendants should attend an occupational language course within 4 weeks after registration. If no course comes about, the course provider must refer the eligible course attendant to a different course provider offering a suitable course. The course provider will give the original attendance qualification back to the eligible course attendant and will inform the Federal Office about the referral to a different course provider.

The course attendant must immediately notify the course provider about a change of address. Changing courses is possible only in cases of hardship. A case of hardship is given, for example, if following a move, the journey from the new address to the course venue takes as long as 90 minutes. The course attendant must apply for a change of course at the responsible main office of the BAMF.

In the event of the course provider cancelling the entire course, the course provider must refer the course attendants to an alternative suitable course.

### **5. Behaviour during lessons**

Lessons must be attended regularly and on time. The course attendant agrees to actively contribute to the lessons.

The course provider's house rules must be observed. Breaches of the house rules can result in exclusion from lessons.

### **6. Absences**

Privately planned holidays are not permitted during lesson times.

The course provider will immediately notify the Federal Office and the agency issuing the attendance qualification about course attendants dropping out of the language course. In the case of persons who have been placed under obligation to attend by the Jobcenter, the course provider will moreover

immediately inform the Jobcenter if the successful completion of the course is in jeopardy due to irregular course attendance (in conjunction with § 9 (5) sentence 2 DeuFöV - German Language Support Act).

In particular, the course provider has a duty to report if course attendants are absent

- without a valid excuse on the first day of the course,
- with or without a valid excuse for a minimum of three consecutive course days,
- for more than 20% of course units.

The successful completion of the course can no longer be expected if a course attendant is absent for 30% of the course units they ought to attend in the occupational language course. In this case, the course provider must report the course attendant's dropout to the Employment Agency or the Jobcenter and the Federal Office.

A valid excuse is required as verification for all absences. This verification, e.g. a doctor's note, must be immediately handed in to the course provider. A course attendant may be absent from the course for the following reasons:

<b>Illness</b>	<b>Up to one course day</b> if the course attendant notifies the course provider about the illness either by telephone/verbally (the course provider will make a written note) or in writing at the onset of the illness.  A doctor's note must be provided <b>as of the second course day</b> .
<b>Caring for a sick child up to and including the age of 12 if no other carer is available</b>	Upon provision of a doctor's note regarding the necessary care for the child, valid from the first course day.
<b>Unforeseeable cancellation of childcare for a child up to and including the age of 8 (e.g. illness of child's carer)</b>	Upon verification from the responsible childcare provider.
<b>Cancellation of childcare or school if the closure of a school/childcare provider was mandated by an authority/the federal state and the child is younger than 12 years of age</b>	Upon provision of corresponding verification regarding the closure (expendable in the event of state-wide closures or closure regulations applying to the entire administrative district (county or urban district)).
<b>Care for a relative living in the same household as the course attendant</b>	Upon provision of a doctor's note regarding the necessary care for the relative.
<b>Marriage of course attendants</b>	<b>Two course days</b> upon provision of corresponding verification (marriage certificate).
<b>Maternity protection</b>	Upon provision of corresponding verification (e.g. doctor's note).
<b>Course attendant's wife or partner giving birth</b>	<b>Two course days</b> upon provision of corresponding verification (e.g. doctor's note, birth certificate).
<b>Death of spouse, partner within the meaning of the Civil Partnership Act, child, or parent</b>	<b>Up to two course days</b> upon provision of confirmation. <b>Up to five course days</b> if the funeral of the relative takes place abroad.



<b>Summons by an authority (e.g. immigration office / court)</b>	Upon provision of corresponding verification.
<b>Absence granted by the service provider</b>	Upon provision of corresponding verification.
<b>Employer-approved requests for leave of employees and apprentices</b>	Copy of the approved request for leave.
<b>Household quarantine ordered by the locally responsible authorities</b>	Upon provision of corresponding verification (expendable in the event of known validity of the order for the residential address).
<b>Attendance of COVID-19 test to identify illness</b>	On the test day and for the days spent waiting for the test result, upon provision of corresponding verification.
<b>Belonging to an at-risk group that from a medical point of view exhibits a severe progression of the disease in connection with COVID-19 if an offer of attendance in a virtual classroom is not yet available</b>	Upon provision of a doctor's note regarding the belonging to a corresponding at-risk group. Please note: Course attendance in person is possible on a voluntary basis even when fulfilling the characteristics of belonging to an at-risk group.

The course provider will keep submitted doctor's notes and other verification for the justification of absences on file.

## **7. Certification examinations**

The course provider offers a certification examination for each attendant of the occupational language courses. In the subject-specific courses, e.g. commerce or industry/technology, a certificate of attendance with details regarding the attained learning progress will be issued. In the event of failure, the respective certification examination may be repeated once only.

In the event of not passing the examination, the course attendant can apply with the Employment Agency or the Jobcenter to repeat the course once only.

The certification examination and repeat certification examination are free of charge for the course attendant.

A course attendant who fails the examination twice will receive from the course provider an attendance certificate with details regarding the attained learning progress. The course provider must send a copy of this attendance certificate to the Federal Office as well as to the Employment Agency or Jobcenter. The same applies to the results of the certification examinations.

## **8. Data collection**

Personal data must only be used and forwarded to authorised bodies (e.g. Federal Office, Employment Agency, basic assistance providers) under observance of the relevant (also in terms of data-protection law) regulations and exclusively for the lawful execution and settlement of the occupational language courses. These data must not be used for any other purposes, particularly commercial purposes, nor must they be forwarded to unauthorised third parties.

Personal data of course attendants must be deleted by the course provider the latest after five years.

The course attendant has the right to view their personal files.



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Place, Date

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Signature of Course Attendant  
(Please note: The agreement must be signed for entitled  
attendants to attend the course. Parents or legal guardians  
must sign for attendants under the age of 18.)

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Signature of Course Provider