



***This English version of the contract is only for information purposes.  
The German version is the legally binding one and must be signed.***

## Daycare Contract

between the “**Kindertagesstätte am Tegeler Fließ**” of the Gemeinde auf dem Weg e.V.  
(Institution), Waidmannsluster Damm 7e, 13507 Berlin, Telephone: 030/857919-610  
– termed “Kita” in the rest of this document –

and the parents/guardian or foster parents according to § 1688 of the BGB (Civil Code)

**Mother:** \_\_\_\_\_  
Address: \_\_\_\_\_ Post code \_\_\_\_\_  
Telephone: Home: \_\_\_\_\_ Mobile: \_\_\_\_\_

**Father:** \_\_\_\_\_  
Address: \_\_\_\_\_ Post code \_\_\_\_\_  
Telephone: Home: \_\_\_\_\_ Mobile: \_\_\_\_\_

– termed “parents” in the rest of this document –

a daycare contract shall be concluded for the child

First name: \_\_\_\_\_ Surname: \_\_\_\_\_  
Date of birth: \_\_\_\_\_ Gender: \_\_\_\_\_

Is your child entitled to a settling-in allowance on the grounds of disability or potential disability according to § 53 SGB XII (*Social Code*)?

No       Yes, notification of approval has been received from the local authority  
Nature of the disability: \_\_\_\_\_

### 1. Admission of the Child

1.1 The above named child will have a place at the Kita from \_\_\_\_\_ on the basis of the official decision of \_\_\_\_\_ with the voucher number: \_\_\_\_\_ for

- half day care with midday meal from 4 up to 5 hours daily till 1.00pm at the latest)
- part time care (from 5 up to 7 hours daily)
- all day care (from 7 up to 9 hours daily)



- 1.2 Attendance at the Kita is only permitted once a clearance certificate has been issued by the health department responsible for the child or by a medical doctor. The certificate must be obtained within one week of the planned admission of the child (may not be more than a week old) and should be submitted to the Kita management without being asked (**Annex 1**).
- 1.3 Shortly before admission a medical doctor must be consulted concerning the full, age-appropriate and sufficient immunisation of the child, in accordance with the recommendations of the Standing Commission on Immunisation (STIKO). The parents are obliged to provide the Kita management with written proof of this consultation:
- by presenting the yellow medical check-up booklet of the child with the record of a very recent medical examination (the presentation of the detachable participant card is sufficient).
  - or by showing the child's vaccination card, provided it documents a recent vaccination
  - or by presenting a medical certificate, which confirms the vaccination consultation

Written proof of the vaccination consultation, along with proof that the child is fit to begin daycare can be presented on a doctor's certificate.

- 1.4 The obligation to provide proof only applies to the initial admission to a daycare centre. This means that the certification does not need to be presented when the child moves a different daycare centre. In the case of joint custody it is sufficient when only one of the parents consulted the doctor.
- 1.5 If proof of immunisation is not presented, the Kita management is obligated to submit the personal details of the responsible parents (Name and date of birth of the child; name and address of the parents) to the health department in the district where the daycare centre is located, in accordance with the Infektionsschutzgesetz - IfSG (*Law on Prevention of Infection*) § 34 Absatz 10a. The health department may make an appointment with the parents. Infringements of the obligation to submit medical documentation can be punishable by a fine.

## **2. Cost Sharing**

- 2.1 Child care in the Kita is free of charge for the length of care approved by the youth welfare office – termed “Jugendamt” in the rest of this contract.
- 2.2 If a daycare contract includes a midday meal the parents and the child are to contribute to its cost. The Jugendamt has stipulated a monthly meal fee - currently 23 euros. (§ 26 Abs. 1 KitaFöG – Kindertagesförderungsgesetz (*Daycare promotion act*) i.V.m. § 1 Abs. 1 TKB – Tagesbetreuungskostenbeteiligungsgesetz (*the daycare law of cost sharing*)).
- 2.3 Parents must ensure that their child fulfils the requirements for a legal right to Kita cost



reimbursement and submit the relevant official notification (voucher) without delay. In the event that there is no legal right or no longer a right to the amount of care claimed, or there is no valid approval (voucher) then the parents bear the full cost for the booked or the amount of the daycare module actually used. The sum is governed by the current “Rahmenvereinbarung über die Finanzierung und Leistungssicherstellung der Tageseinrichtungen (RV-Tag)” for Berlin. - (*Agreement about financing and performance of daycare centres*)

2.4 If the legally agreed offer of daycare is not taken up or only taken up in part this does not affect the obligation to pay each contribution in full. There is no entitlement to a reimbursement of payments in full or in part. When daycare is less than one month the full monthly amount must be paid unless the child has been admitted after the 20<sup>th</sup> of a month.

Children who are exempt from compulsory schooling or are kept back a year are not subject to costs, and the obligation to pay the respective contribution for the meals component is valid for this period as before. There are no months free of payment. There are no reimbursements for periods when the child is absent or the Kita is closed.

2.5 Extra fees (beyond the obligatory contributions of the parents) are only permitted if they are based on special Kita activities desired by the parents. The parents always have the right to a place without additional payments. Hence this undertaking by the parents may be annulled unilaterally at any time without them having to justify the termination. The refunding of fees by the Berlin authorities requires in particular that all supported children in the Kita, taking into account their individual abilities, can take part in the activities on offer linked to the funding (§ 23 KitaFöG). The additional activities requested by the parents and the agreed additional charge will be set out in detail and described in an annex to the daycare contract at the start of each Kita year. The parents are entitled to a comprehensible list as proof of the utilisation of the additional voluntary payments.

2.6 The parents along with the child are jointly liable for the cost sharing including the cost of meals. The monthly contribution will be withdrawn on the 1st of the month per SEPA direct debit. The direct debit mandate - filled out and signed - is part of the contract (**Annex 2**). In the event of the return of the debit due to the lack of sufficient funds on the account, return debit note fees will be charged to the parents.

### **3. Illness of the Child**

3.1 Every illness of the child and every case of an infectious disease in the child's home environment are to be reported to the Kita immediately. Furthermore the Kita is also to be informed without delay whenever the child is unable to attend the Kita for other reasons.

3.2 The leaflet: “Belehrung für Eltern gemäß § 34 Abs. 5 Satz 2 des



Infektionsschutzgesetzes (IfSG)“ (*Instructions to Parents according to the Infection Protection Law*) has been handed out to the parents (**Annex 3**).

- 3.3 Children suffering from a contagious disease referred to in the leaflet under section 3.2 of the daycare contract are not allowed to attend the Kita. Any exceptions require the expressed approval of a medical doctor. Similarly a doctor is required to decide whether children suspected of being sick and infected, or those excreting pathogens without being ill themselves, are permitted to attend the Kita. Furthermore, a doctor must also decide whether the brothers and sisters of the children referred to in clauses 1 and 3 of the above mentioned law are allowed to attend the Kita.
- 3.4 The Kita management can request at any time and without giving reasons that a doctor's certification that the child is healthy be presented. Whenever required, trained Kita personnel are authorised to examine a child's hair for lice.
- 3.5 After a prolonged absence outside periods the Kita is closed or during holidays the Kita can request a medical examination. Basically it is sufficient when the doctor's sickness certificate documents the beginning and end of the illness.
- 3.6 By paying the cost contribution to the Kita for an excused absent child, its place at the Kita shall be kept for the month which follows the month in which the child last attended the Kita. With the approval of the Kita, the length of time the place is kept can be extended at the request of the parents in exceptional and justifiable cases (primarily sickness). If the deadline is exceeded in the sense of clause 1 or 2 there is sufficient reason - according to section 7.4 of this contract - to immediately terminate the contract and make the place available for someone else.
- 3.7 According to §4 Abs.12 der Kindertagesförderungsverordnung (*Regulation on daycare support*) (*VOKitaFöG*) the Kita is required to inform the Jugendamt of any unexcused absence of a child after 10 days. The same applies to other long term cases of not using or only partially using the financed support. A longer term non-use is understood as a (plausibly reasoned) excused absence that lasts more than seven weeks (§3 Abs. 12 RV Tag).

#### **4. Opening hours for daycare**

- 4.1 Daycare takes place within the opening hours of the Kita. It is open to the children Monday to Friday from 7:00 am till 4.00 pm. Daycare personnel are on hand at the Kita to register each child when they are brought and deregister them when they are collected.
- 4.2 The Kita can be closed completely or partly for up to 25 working days a year. The dates of closure will be fixed in the last quarter of each calendar year and parents will be notified.



- 4.3 The Kita may also be closed in the event of an official directive or for other compelling reasons such as further training courses for the teaching staff. This contract gives no entitlement to daycare during times of closure.
- 4.4 It is possible to change the length of care. A reduction will be reported to the Jugendamt under § 7 Abs. 8 KitaFöG. Parents are obliged to inform the Kita as early as possible.
- 4.5 Extending the length of daycare requires a new application (§ 7 Abs. 6 and § 28 Abs. 9 and 10 Kita-FöG). On the basis of the new official decision (voucher) the Kita will implement the changes requested while taking staffing requirements into account. If this is not possible at the time requested then the agreed length of care in the previous contract will continue until the extended care can be implemented. The reasons for the delay should also be made clear to the parents.
- 4.6 Should parents regularly fail to observe the agreed time to collect their child, then the Kita reserves the right to charge the parents a fee.

## 5. Support and Care in the Kita

- 5.1 The advancement and care of the child is based on and within the framework of the statutory regulations of current provisions for daycare centres and the educational concept laid down by the Kita (**Annex 4**). The progress of the child is accompanied by the Sprachlehrtagebuch (*language learning journal*).
- 5.2 The Kita is based on a world view shaped by the Christian faith. The Kita management desires that the parents support the educational principles (conception) of the Kita.
- 5.3 Depending on the child's age and in coordination with the Kita teachers a settling in time shall take place at the start of daycare with the assistance of a contact person trusted by the child. The length of this familiarisation is governed by the child's stage of development and can take up to four weeks. During this period the daily extent of care is based on the child's needs and capacity. It is possible for parents to sit in and take part in joint activities.
- 5.4 The child receives drinks and a midday meal in the Kita. The parents must take care of breakfast themselves. The Kita is legally required to provide a midday meal for every child in care for more than 5 hours.
- 5.5 There is a statutory accident insurance for the child while attending the Kita and while on Kita related trips as well as on the journey to and from the Kita. Accidents must be reported to the Kita management immediately, at the latest within three days.



- 5.6 Responsibility passes from the Kita to the parents as soon as they collect their child from the group. This also applies when parents and children are still in the Kita or on the Kita grounds.
- 5.7 It is particularly important for the child that the parents and the Kita teachers cooperate in an atmosphere of trust and communicate well with each other. Parents are expected to attend the parents meetings called by the Kita. Kita teachers, management and board members are available for one on one meetings with parents by prior arrangement.
- 5.8 The right of parental participation is based on the Kindertagesförderungsgesetz (KitaFöG) in its current version. This includes the involvement of parents in all important issues related to the Kita.
- 5.9 The active role of parents in supporting the educational principles (conception) of the Kita is something of great value.

## **6. Agreements with the Kita**

- 6.1 Before daycare begins the parents must agree with the Kita on a well suited person to assist the child in the settling-in process and on the time to start.
- 6.2 Before daycare begins the data form must be filled out in good time, agreed on in writing with the Kita management and, if necessary, later adjusted concerning when and by whom the child will be collected (**Annex 5**).
- 6.3 Should an exchange of information between the Kita and employees of an appropriate special service to enhance the development of the child be necessary, e.g. with the Kinder- und Jugendgesundheitsdienst (*Health service for children and youth*) the parents, if required, will grant the Kita a partial release from the confidentiality obligation as a prerequisite for cooperation with special services.

## **7. Term of the Contract / Termination / Leaving Berlin**

- 7.1 The contract ends without notice of termination when the jurisdiction of the Berlin authorities to guarantee a publicly funded place (§ 2 Abs.1 KitaFöG) comes to an end. For example, parents who no longer reside permanently in Berlin must communicate this in writing without delay. Berlin's cost sharing ceases without giving notice at the end of the month in which permanent residence in Berlin of the child or the parents ends. If it comes to a reclamation of public funds because the parents fail to report their plan to leave Berlin in time and the Kita is not at fault, the parents are required to



compensate the Kita for the financial loss incurred.

- 7.2 Unless specially limited according to section 1.1, the contract ends on the 31<sup>st</sup> of July in the year when the child begins compulsory schooling. In the case of early enrolment the contract ends with the child's admission, without requiring notice of termination. Parents are obliged to notify the Kita as early as possible if the child, on request, according to § 42 Abs. 2 des Schulgesetzes (*School Act*) has been enrolled in the school before the start of mandatory schooling, or if an application for exemption from mandatory schooling is made beforehand.
- 7.3 Parents and the Kita can terminate the contract giving notice of one month to the end of each month. A termination of the contract by the Kita is only permitted for important reasons. The specific reasons must be given in writing. Important reasons are especially the discontinuation of payment for the Kita place, the failure to share in the costs, or an unbridgeable loss of trust between the parents and the Kita. At the earliest, the period of notice begins at the time of the contractually agreed admission of the child. The day of the receipt of the notice of termination is authoritative in keeping the term of notice.
- 7.4 Kita and parents can terminate the contract without prior notice if, in particular, basic principles, requirements and regulations found in the contract are repeatedly and purposely not observed or if there are other serious reasons. The reasons must be presented in writing.
- 7.5 Setting time limits and conditions to cancel the contract are only permitted for urgent reasons in individual cases, or if these are necessitated by the educational conception and have been approved by the board of the organisation (§ 16 Abs. 2 KitaFöG).
- 7.6 Fees must be paid until the expiry of the notice period for termination independent of whether the child attends the daycare centre or not.

## **8. Data protection, necessary data processing, notification requirements and disclosure rights**

- 8.1 The institution is obligated to observe data protection regulations and particularly to guarantee the protection of social data according to the requirements of EU-DSGVO i.V.m. those of the SGB VIII as well as the SGB I and X.
- 8.2 The processing of personal data of the parents (name, address, contact data for emergencies, bank details when appropriate) and of the child (surname, first name, date of birth, voucher number, address) by the institution is absolutely necessary to conduct and fulfil this daycare contract, to participate in the statutory central IT-process (ISB) and to fulfil the tasks assigned in accordance with the relevant statutory and other





regulations as well as framework agreements (e.g. SGB VIII, KitaFÖG, TKBG, AG KJHG, VOKitaFöG, TV Tag, QVTAG). The legal obligation also includes child related observations of development with the aid of language learning journals of the child's progress or other suitable procedures.

- 8.3 Personal data will be deleted as soon as they are no longer required for the purpose of their processing and the prescribed storage periods have expired. In this connection the institution takes note that the daycare contract (and if necessary the agreement on additional payment) have to be stored at least 5 years after leaving the Kita for inspection purposes in order to fulfil the obligations under § Abs. 7 RV Tag.
- 8.4 The parents are entitled at any time to ask the institution for detailed exchange of information to the stored personal data relating to them or their child. The responsible institution shall provide this information immediately. In addition, reference will be made to the data protection declaration according to Art.13 DSGVO.
- 8.5 The institution takes note that according to § 16 Abs. 2 KitaFög it is legally bound to immediately inform the Jugendamt of the name and address of the child and the parents in the case of the termination of the daycare contract due to failure to pay the legal cost sharing. The Jugendamt shall examine the case and advise whether there are ways to reduce the cost within the hardship provision according to §4 TKBG. The Jugendamt is also notified on termination of funding for children with a detected need for language support in the last year before they start compulsory education (§ Sa III KitaFÖG. Nr. 8A QVTAG).
- 8.6 The institution takes not of its obligation to communicate data according to section 3.7 of this contract.
- 8.7 According to § 9 Abs. 2 KitaFöG the institution is obligated to submit a list of children in daycare to the health department in preparation for a medical check-up, stating the name, address, and date of birth as well as the names and address of the parents. This list only contains data of the children whose parents have agreed to the examinations in writing (§ 9 Abs. 2 S. 3 KitaFöG). The necessary declaration of consent is an integral part of the contract and enclosed as an annex (**Annex 6**). An appropriate consent can be revoked at any time with future effect.
- 8.8 In the course of cooperation between the Kita and primary schools the Kita is obligated to submit data from voice documentation in preparation for school attendance and in consultation with the parents. The transfer only takes place with parental consent, which shall be obtained shortly before the data are passed on.

## 9. Miscellaneous

- 9.1 The parents authorise each other to sign the contract and to receive all information to





do with the contract related to the enrolment and support of the child in the Kita.

- 9.2 The parents must immediately notify the Kita in writing of any significant changes for the contract like the name, the address and the bank account.
- 9.3 The parents hereby agree to allow the Kita to produce photos, films and sound recordings of the child or have them produced for Kita use, in particular to be stored, fed into the Kita administration data archive and filed away. The signed detailed declaration of consent according to **Annex 7** is an integral part of this contract. This transfer of rights also applies for the time after the termination of the contract. It can only be revoked in exceptional cases and only for the future. In addition, the data protection regulations in accordance with the regulations of the EU-DSGVO according to point 8 of this contract.
- 9.4 The parents and the child agree that the Kita also store their contact details beyond time of attendance at the Kita in order to inform them of special events such as anniversaries and reunions. This consent can be revoked at any time. In addition, the data protection regulations in accordance with the regulations of the EU-DSGVO under point 8 of this contract apply.
- 9.5 The Kita does not accept liability for damage caused by third parties to items brought by the child, e.g. as a result of theft of or damage to clothing, valuables, bicycles. Parents are strongly advised to take out private liability insurance with sufficient coverage for minors without responsibility for civil wrongs.

## **10. Severability Clause**

- 10.1 Alterations and additions to this daycare contract only take effect when they are concluded in writing or mutually confirmed in writing. Notwithstanding, the Kita may unilaterally change the general provisions of the contract for each following half-year period provided the essential principles relating to the termination of the contract, the pricing system as well as the consent for photos, films and sound recordings are not affected and the provisions of EU-DSGVO are observed. The changes will take effect in the next six month period if the parents do not terminate the contract within one month of receiving notification.
- 10.2 Should a provision of this contract be or become partially or fully ineffective, all other provisions will still remain valid. The ineffective provision shall be replaced by an effective provision which as far as possible corresponds to the pursued objective. The contract is however ineffective if adherence to it, also taking into consideration the intended changes in clause 2, would constitute an unacceptable hardship for a party to the contract. This shall apply accordingly if the need for an amendment is detected when interpreting or implementing this contract.



Berlin, \_\_\_\_\_

Parents: \_\_\_\_\_

For the Kita: \_\_\_\_\_  
Katja Zaedow, Kita management                      Stamp

**Annexes:**

1. Medical Certificate
2. Direct Debit Mandate
3. The leaflet "Belehrung für Eltern gemäß § 34 Abs. 5 Satz 2 des Infektionsschutzgesetzes (IfSG)"
4. Conception of the Daycare Centre
5. Data Form
6. Declaration of Consent regarding Medical Examinations in the Kita including prescriptions
7. Photo and Film Permission