

**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.
(responsible body), 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 § 688 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 (4 up to max. 5 hours daily till 1.00pm at the latest)
- part time care (from 5 up to max. 7 hours daily)
- all day care (from 7 up to max. 9 hours daily)

1.2 Attendance 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 admittance of the child or not be more than a week old, and should be submitted to the Kita management without being asked (**Annex 1**).

2. Cost Sharing

2.1 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 will bear the full cost for the booked or actually used daycare module. The amount is according to the current Berlin "Rahmenvereinbarung über die Finanzierung und Leistungssicherstellung der Tageseinrichtungen (RV-Tag)" - *[Agreement about financing and performance of daycare centres]*.

2.2 According to § 26 of the Kindertagesförderungsgesetzes (KitaFöG) – *[Law concerning the promotion of child daycare]*– in conjunction with the Tagesbetreuungskostenbeteiligungs-gesetz (TKBG) *[Law about daycare cost sharing]* in their current versions, the child and the parents must contribute to the daycare centre costs. The amount is based on the current decision of the Jugendamt (term used in this document) *[Youth Welfare Office]* and contains the fixed contributions towards daycare (income related) and meals (23 euros at present). If and when the legally binding cost share changes the new rates will apply without having to alter the contract. The cost sharing rate set by the Jugendamt is binding even if this is disputed by those obliged to pay.

2.3 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 20th of a month. Since the 1st of August 2017 daycare cost sharing for all children in the last five years before the child begins regular school is cancelled. From the 1st of August 2018 daycare for all children is free of charge from the beginning of the care. The contribution to the cost of meals of 23 euros remains. Children who are exempt from compulsory schooling or are kept back a year are still not subject to costs as before. There are no months free of payment. There are no reimbursements for periods when the child was absent or the Kita was closed.

2.4 Extra fees (beyond the obligatory contributions of the parents) are only permitted if they emerge on the basis of special Kita activities that the parents want. This commitment can be cancelled unilaterally by the parents at any time without giving any reason for termination. The parents can also request a daycare place that does not include any fees beyond the cost share obligation according to TKBG (*Law on daycare cost sharing*). The refunding of fees by the Berlin authorities requires in particular that, taking into account their individual abilities, all children supported in the Kita 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.

2.5 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 is 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 according to 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 sentences 1 and 2 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 obtained. Where justified trained Kita personnel are authorised to examine the child's hair for lice.
- 3.5 After a long absence outside the times the Kita is closed or during holidays the Kita can request a medical examination. Basically it is sufficient when the doctor's sickness certificate shows the beginning and end of the illness.
- 3.6 By paying the fee to cover costs the place in the Kita for an absent child who has been excused will be kept for the month, which follows the month in which the child last attended 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) with the approval of the Kita. If the deadline is exceeded according to sentence 1 or 2 there is sufficient reason - according to section 7.4 - to immediately terminate this contract and make the place available to someone else.
- 3.7 According to §4 Abs.12 der Kindertagesförderungsverordnung [*Regulation on daycare support*] the Kita is required to inform the Jugendamt of the 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.

4. Opening hours

- 4.1 The Kita is open Monday to Friday from 7:00am – 4.00pm. When dropping off and collecting the child registration and deregistration with the responsible daycare personnel are

essential.

- 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 the 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. On the basis of this contract there is no entitlement to care during times of closure.
- 4.4 It is possible to change the amount of care. A reduction will be reported to the Jugendamt according to § 7 Abs. 8 KitaFöG. Parents are obliged to inform the Kita as early as possible.
- 4.5 Extending the amount of day care 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 into account staffing requirements. If this is not possible at the time requested then the amount of care agreed to 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 pick-up times 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**).
- 5.2 The Kita is based on a world view shaped by the Christian faith.
- 5.3 Depending on the child's age and in coordination with the Kita teachers a settling in time takes place at the beginning with the assistance of a contact person trusted by the child. The length of this time of familiarisation will be governed by the child's stage of development. During this period the daily extent of care is based on the child's needs. 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, but at the latest within three days.
- 5.6 Responsibility passes from the Kita to the parents when 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 by prior arrangement.
- 5.8 The right of parental participation is based on the Kindertagesförderungsgesetz (KitaFöG) in the 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 and 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 In preparation for a scheduled medical check-up the Kita transmits a list of children in daycare who will take part in the examination to the health authorities together with the names, address and date of birth of the children and the names and addresses of the parents. The list contains only data of children whose parents have agreed in writing to the medical examinations. It is part of the contract (**Annex 6**). The consent can be revoked at any time.
- 6.4 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 / Moving away from 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.
- 7.2 According to section 7.1, where the contract is not specially limited it ends with the start of the school year (1st of August) when the child begins compulsory schooling; in the case of

early enrolment without needing to terminate the contract. Parents are required to notify the Kita as early as possible if the child, according to § 42 Abs. 2 des Schulgesetzes (*School Act*), on application has been enroled in the school before the start of mandatory schooling, or before the start of mandatory schooling applies for exemption.

- 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. An important reason is especially the discontinuation of payment for the Kita place or 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 contractual agreed enrolment 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 were repeatedly and purposely not observed or if there were 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 necessary because of 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 independant of whether the child attends the daycare centre or not.
- 7.7 When the contract is terminated because of failure to share in the costs the responsible Jugendamt will be notified at the same time (§ 16 Abs. 2 KitaFÖG) with the name and address of the child and the parents. The Jugendamt will look into the case and discuss the possibility of a cost reduction within the hardship provision according to § 4 TKBG. The Jugendamt is also notified when the support of children who require language help comes to an end in the last year before they begin compulsory schooling.
- 7.8 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.

8. Authorised person, data protection, pictures, liability, miscellaneous

- 8.1 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.

- 8.2 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.
- 8.3 The Kita points out that the personal details given by the parents in this contract are stored in Kita files, but only processed, made known and transmitted to third parties for the fulfilment of legitimate tasks. This commitment to data protection will persist after the child leaves the Kita.
- 8.4 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 and only if the parents or the child bear in advance the costs incurred.
- 8.5 The parents and the child agree that the Kita also store their contact beyond the time at the Kita in order to inform them of special events such as anniversaries and reunions. This consent can be revoked at any time.
- 8.6 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.

9. Severability Clause

- 9.1 Alterations and additions to this daycare contract only take effect when they were 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. 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.
- 9.2 Should individual provisions of this contract be invalid or later lose their legal effectiveness all other agreements remain valid. By way of (also supplementary) interpretation the provisions shall apply that correspond as far as possible to the purpose of the invalid provision. If an interpretation is ruled out for legal reasons the contractual partners must make relevant supplementary agreements to the preceding sentence. This shall apply accordingly if the need for an amendment is detected when interpreting or implementing this contract.

Berlin, Date _____

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
7. Photo and Film Permission
8. Rules for the entire Kita Premises