

**AWO Kreisverband Rosenheim e.V.**  
**Ebersberger Str. 8**  
**83022 Rosenheim**

# **STATUTES**

# **DAYCARE CENTERS**

- § 1 Provider, tasks, public institution, statutory purpose
- § 2 Admission, agreement on education, upbringing and care
- § 3 Participation in the meal program
- § 4 Opening hours, booking times, closing days
- § 5 Obligations of the legal guardians
- § 6 Insurance
- § 7 Payment for childcare
- § 8 Deregistration, termination of the contractual relationship
- § 9 Stored data
- § 10 Cooperation of the legal guardians

- § 1 User fees
- § 2 Debtor of the user fees
- § 3 Due date and method of payment
- § 4 Amount of the childcare fees and the games and drinks / snack fee
- § 5 Amount of the meal fee
- § 6 Assumption of the fees
- § 7 Effectiveness of the statutes in case of invalidity of individual regulations
- § 8 Entry into force

## **PART 1 USE OF THE DAYCARE CENTER**

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The daycare center is run in accordance with the provisions of the Bavarian Child Education and Care Act (BayKiBiG) and its implementing regulations (AVBayKiBiG) and is sponsored by Arbeiterwohlfahrt Kreisverband Rosenheim e.V. It serves the education, care and upbringing of children.

### **§ 1 Provider, tasks, public institution, statutory purpose**

(1) Arbeiterwohlfahrt (AWO) is an umbrella organization of independent welfare work. It is politically neutral, non-denominational and committed to all areas of social work and health care.

(2) The AWO daycare centers are selflessly active and do not pursue their own economic purposes.

(3) The AWO-Kreisverband Rosenheim e.V. operates daycare centers in accordance with these statutes.

Daycare centers are

a) The crèche within the meaning of Art. 2 Para. 1 No. 1 BayKiBiG, whose services are primarily aimed at children under the age of three.

b) Kindergarten within the meaning of Art. 2 Para. 1 No. 2 BayKiBiG, which mainly caters for children aged three to school age.

c) After-school care centers within the meaning of Art. 2 Para. 1 No. 3 BayKiBiG, whose services are primarily aimed at primary school children.

d) Houses for children within the meaning of Art. 2 Para. 1 No. 4 BayKiBiG, whose services are aimed at children of different age groups.

e) Integrative child daycare facilities within the meaning of Art. 2 Para. 3 BayKiBiG. These are all child daycare facilities listed under Art. 2 Para. 1 BayKiBiG which are attended by up to one third, but at least three children with disabilities or at risk of disability.

### **§ 2 Admission, agreement on education, upbringing and care**

As a rule, new children are admitted at the beginning of the childcare year. This begins on September 1 of a calendar year and ends on August 31 of the following year. Admission is not time-bound, but is only possible on the 1st of a month.

(1) The admission of children requires the prior conclusion of a written childcare contract between the AWO Kreisverband Rosenheim e.V. and the respective legal guardians. By concluding the contract, the legal guardians accept these statutes, the fee regulations, the kindergarten regulations and the concept of the daycare center in their current version.

(2) The contract must be signed by the legal guardians and must contain the following information in accordance with Art. 26a Para. 1 BayKiBiG and Art. 9b Para. 2 BayKiBiG:

- **Child:**

Surname, first name, date and place of birth, gender, nationality, address, entitlement to integration assistance and submission of confirmation of the child's participation in the last due age-appropriate screening examination or notification if no such examination is available.

- Proof of sufficient protection against measles in accordance with § 20 Paragraph 9 of the Infection Protection Act or a medical certificate confirming a permanent or temporary contraindication. If none of the above documents are provided, your child cannot be admitted and/or cannot continue to be cared for.
- If medical certificates are issued falsely or are forged or falsified, we will lose our entitlement to state funding. As a precautionary measure, we would therefore like to point out that we will claim damages from parents in the 5-digit range.
- - Deferral of admission to elementary school in accordance with Art. 37 Para. 2 of the Bavarian Education and Teaching Act (BayEUG).
- **Parent/legal guardian:**
- Surname, first name, date of birth, country of origin, proof of migration if applicable
- (for this we require access to their valid identification documents and residence permits), marital status, registration address and other persons authorized to collect the child.

(3) In accordance with Art. 18 Para. 1 Sentence 1 BayKiBiG, the child daycare facility is open to children who have their habitual residence within the meaning of § 30 Para. 3 Sentence 2 of the First Book of the German Social Code (SGB I) in the respective municipality where the child daycare facility is based. Exceptions are possible in individual cases and require the prior approval of the provider and the municipality in which the child daycare facility is located.

(4) The admission of children is subject to the availability of places and in accordance with the currently valid operating license and provided that sufficient staff are available, priority is given to the following criteria:

(a) For admission to the kindergarten when school attendance is compulsory or in the last year before compulsory school attendance begins, priority is given to children

- who have been deferred from school attendance at the time of enrolment (Art. 37 Para. 2 BayEUG and Art. 12 BayKiBiG and § 5 AVBayKiBiG) or
- who are about to start compulsory schooling (pre-school children).

b) The following applies to admission to kindergarten and all other daycare facilities: The social background and family structure of the child should primarily be taken into account when considering admission, as well as the overall capacity utilization of the daycare facility and the heterogeneity of the groups.

The decision is made by the facility management in accordance with the requirements of the local authority, in case of doubt in consultation with the provider.

(3) If the legal guardians intend to apply for the childcare fees and the play and drinks/ snack allowance in accordance with § 90 Para. 3 of Book Eight of the German Social Code (SGB VIII) or a subsidy towards the meal allowance in accordance with § 28 Para. 6 of the Second Book of the Social Code (SGB II), § 34 para. 6 of the Twelfth Book of the Social Code (SGB XII), § 6 b para. 2 of the Federal Child Benefit Act (BKGG), the facility management must be informed of this in writing when the childcare contract is concluded. Further information on the aforementioned entitlements can be obtained from the facility management.

- (4) The management of the respective childcare facility must be informed immediately of any changes to the details in accordance with § 2 Para. 3 of this contract. In accordance with Art. 26b Para. 1 BayKiBiG, a fine of up to five hundred euros may be imposed on anyone who, contrary to Art. 26a Para. 1 BayKiBiG, intentionally or negligently fails to provide information or fails to provide it correctly, completely or on time.

### **§ 3 Participation in the meal program**

The children are offered lunch. Further details can be found in the concept of the respective facility.

### **§ 4 Opening hours, booking times, closing days**

- (1) The current opening hours of the daycare center can be viewed on the Internet and on the current fee sheet.
- (2) The closing days for the respective child daycare facility are determined in advance by the AWO-Kreisverband Rosenheim e.V. after consultation with the parents' council and are announced to the parents/guardians in good time.
- (3) The management of the child daycare facility is responsible for monitoring compliance with the agreed booking times for education, care and upbringing.
- (4) Each facility may be closed during the statutory school vacations or on individual days outside the statutory school vacations. The closing days are set at a maximum of 30 calendar days in the course of a kindergarten year. In addition, the facilities have 5 closing days available for further training.
- (5) The AWO Kreisverband Rosenheim e.V. is entitled to close the child daycare facilities temporarily, in groups or completely in the event of staff illness, staff shortages or for other important reasons, if the supervision, education, care and upbringing of the children cannot be adequately guaranteed, as well as by order of the health department or other authorities. In such cases, the legal guardians have no claim to admission of the child to another facility of the provider, to reimbursement of the fees or to compensation. The provider will endeavor to offer emergency care. In the event of closure, the legal guardians will be informed immediately of the reason and the expected duration of the closure.
- (6) When registering the child, the legal guardians must specify a booking time and the usual pick-up and drop-off times. The booking time indicates the period during which the child is regularly educated, brought up and cared for by the educational staff in the daycare center (Art. 21 Para. 4 Sentence 2 BayKiBiG). The provider has the right to specify a minimum booking time (core time) and its timing in order to implement the pedagogical concept (Art. 21 Para. 4 Sentence 5 BayKiBiG). During the core time, the child must be present in the daycare center and should not be dropped off or picked up during this time. The booking time must therefore include at least the core time in these cases. The drop-off and pick-up times should not exceed a period of 15 minutes each.

**In the day nursery**, the drop-off and pick-up times of 15 minutes each must be booked in addition to the core times. For the well-being of the child, the crèche children cannot be collected during the bedtimes indicated in the facility. When booking childcare times, it

should also be noted that the child must leave the facility at the end of the booked times.

**In Kindergarten**, the booking times must cover at least 20 hours (booking time 4-5 hours) per week and include the core time of 4.0 hours (usually from 8.30 a.m. to 12.30 p.m.). In addition to the core times, the drop-off and pick-up times of 15 minutes each must also be booked. When booking childcare times, it should also be noted that the child must leave the facility at the end of the booked times.

**In the after-school care center**

The legal guardians of school children undertake to submit a copy of the timetable of the child to be cared for to the facility management as soon as they become aware of it at the start of the school year. Parents must adjust their booking times according to the respective requirements.

During the vacations, the booking times must be more than 20 hours (booking time 4-5 hours) per week and include the core time of 4.0 hours (usually from 8.30 a.m. to 12.30 p.m.).

(7) **Booking times** for the following childcare year (starting on September 1st of a calendar year) are requested by the facilities annually in advance by April of a calendar year at the latest using a booking form.

Due to the planned staff hours, **reductions in booking times during the year** are only possible in special social emergencies and in consultation with the management of the childcare facility and the provider.

**Increases in the average booking time during the year** are also possible during the childcare year after consultation with the facility management, provided that sufficient staff hours are available.

## § 5 Obligations of the legal guardians

(1) The legal guardians hand over the children to the childcare staff at the beginning of the childcare period and collect them from the staff at the facility at the end of the childcare period. The duty of supervision of the staff begins with the handover of the children in the building or on the premises of the facility and ends with the handover of the children to the persons with custody or persons authorized to collect them. It is generally the duty of the legal guardians to pick up their child themselves or to ensure that the child is picked up properly.

If children are to make their way home alone, this requires a prior written declaration from the legal guardians to the management. Despite a corresponding agreement or declaration, the child may not be sent home alone in exceptional cases if circumstances that increase the risk of danger do not allow the child to go home unaccompanied. The same applies when picking up the children of underage siblings. The risk assessment is at the discretion of the facility management.

(2) If a child comes to the daycare center alone, the duty of supervision begins when the child enters the building. If a child goes home alone, the duty of supervision ends when the child leaves the building.

(3) The duty of supervision lies with the legal guardians or their authorized accompanying persons if they accompany their children to events at the daycare facility (e.g. summer

festival, St. Martin's Day, etc.) or stay there with their children for a certain period of time (e.g. settling-in period).

When the child is admitted to the facility, the legal guardians declare in writing who else is authorized to pick up the child and whether the child is allowed to walk home alone. This declaration can be revoked or amended in writing at any time. It is at the discretion of the facility management, based on the protection mandate of § 8a SGB VIII, to assess whether the person collecting the child is able to look after the child appropriately. If there are justified doubts about this ability, they may refuse to hand over the child. Reasons for this are, for example, obviously drunk or drugged persons authorized to pick up the child.

If, in the opinion of the management, a child cannot be entrusted to the person collecting the child, the management will check the permission to collect or place the child in an emergency. The facility management is obliged, for example, to have the child picked up by another reliable family member. If this is not possible, they can inform the youth welfare office or the police.

(4) The legal guardians undertake not to bring the children to the facility if they are ill. In case of doubt, the head of the facility or another authorized person will decide whether to admit the child. Should the child's state of health deteriorate in the course of the care period, the legal guardians are obliged to collect their child from the facility immediately upon request by the management/educational staff. The assessment of the child's state of illness is at the discretion of the facility management.

(5) In the event of suspicion or occurrence of infectious diseases in accordance with the Infection Protection Act (see Annex 4 Care Contract) in the child or in the child's shared accommodation, the legal guardians are obliged to inform the management of the facility immediately.

In some cases, the child may not return to the facility until the management has received a doctor's certificate or a certificate from the health authority confirming the child's return to the facility.

## **§ 6 Insurance**

(1) Children in daycare facilities are insured by law in the following cases in the event of accidents:

- a) On the direct route to and from the child daycare facility, including carpooling.
- b) During their stay at the daycare center.
- c) During all events at the daycare center, including outside the grounds of the daycare center.
- d) If children are taken to the facility in private vehicles, the children are insured on the journey, insofar as the journeys concern the facility.

(2) All accidents on the way to and from the facility must be reported immediately by the legal guardians to the management of the child daycare facility. The management of the daycare center is responsible for notifying the accident insurance provider. The use of the statutory accident insurance cover requires a written accident report and is made via the facility management. Personal injury is insured.

The statutory accident insurance also covers legal guardians, parents' councils of the childcare facility and other volunteers who help out in or for the facility.

The insurer is Kommunale Unfallversicherung Bayern (KUVB).

(3) No liability is accepted for damage to property or for the loss, misplacement or damage of clothing or other valuables, unless there is intent or gross negligence on the part of the child daycare facility.

## **§ 7 Payment for childcare**

- (1) For the use of the AWO daycare facilities, a childcare fee is charged to the children's legal guardians.
- (2) In addition, the AWO Kreisverband Rosenheim e.V. charges a play and drinks/ snack fee in the AWO daycare facilities.
- (3) A meal fee is charged for the child's lunch.
- (4) For more details, see Part 2 of these statutes.

## **§ 8 Termination of the contractual relationship**

- (1) Termination of the contract without notice  
The contract ends without the need for termination if a date or an expiry period (e.g. school entry) is specified in the childcare contract.
- (2) Ordinary termination  
The contract can be terminated by either party with a notice period of 2 months to the end of the month without giving reasons. In the current childcare year (September - August), the last date on which notice can be given is 31.03. to 31.05.
- (3) Extraordinary termination  
Both contracting parties have the right to terminate the contract for cause without notice. Extraordinary termination without notice is only permissible for good cause. Good cause exists if there are facts on the basis of which the terminating party cannot reasonably be expected to continue the childcare relationship until the expiry of the notice period or until the childcare relationship is otherwise terminated, taking into account all the circumstances of the individual case and weighing up the interests of both parties.  
An important reason for termination on the part of the provider exists in particular if
  - the safety of the other children is seriously endangered by the child's attendance or the child's behavior no longer permits further care at the facility,
  - the legal guardian is in arrears with the payment of childcare fees despite a warning,
  - the legal guardian persistently refuses to cooperate in the educational partnership between the facility and the legal guardian and the relationship is therefore fundamentally disturbed.
  - the legal guardian behaves violently or abusively and a long-term trusting cooperation within the framework of the educational partnership is no longer possible.
- (4) Text form or written form  
Any notice of termination in text form must be sent to the following e-mail address: [adebis@awo-rosenheim.de](mailto:adebis@awo-rosenheim.de) . Any notice of termination in writing must be sent to the following address: **AWO KV Rosenheim, Attn: Department Kita, Ebersbergerstr.8, 83022**



**Rosenheim.** The timeliness of the notice of termination does not depend on the date of dispatch, but on the date of receipt of the letter of termination.

### **§ 9 Stored data**

- (1) In accordance with Art. 28 a BayKiBiG, personal data in accordance with § 2 Para. 3 of these statutes as well as the amount of the fee and the basis of calculation are stored by the provider for the care of the child in the daycare center.
- (2) All personal data is treated as strictly confidential and is subject to data protection regulations.
- (3) The deletion of the children's data takes place after 10 years after the end of the childcare contract due to the retention obligations under tax law. The legally required observation sheets are destroyed when the child leaves, but the cover sheet of the sheets is only destroyed after five years.

### **§ 10 Cooperation of the legal guardians**

- (1) In accordance with the BayKiBiG, a parents' council is to be formed for the daycare center, which, in accordance with Art. 14 BayKiBiG, is to participate in an advisory capacity in important matters of the daycare center.
- (2) Effective care, education and child-raising work in the daycare center depends crucially on the understanding cooperation and collaboration of all parents/guardians. The legal guardians should therefore regularly attend the parent meetings and also take the opportunity to arrange additional meetings with the staff.
- (3) The legal guardians elect a parents' council (Art. 14 Para. 1 BayKiBiG). The Parents' Council is intended to promote cooperation between the parents/guardians, the management of the child daycare facility, the provider and, if applicable, the elementary school. It is regularly informed and consulted in an advisory capacity (Art. 14 Para. 2-5 BayKiBiG).
- (4) Legal guardians who observe or work in the facility on an hourly basis as part of the educational partnership are subject to the same duty of confidentiality as parents' councils within the meaning of the
  - a) Social data protection (personal data of children and families).
  - b) Operational and general data protection (non-public operational and business data of the provider and the child daycare facility, which also includes personal data of the staff of the child daycare facility).

## **PART 2 FEES**

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### **§ 1 User fees**

The AWO Kreisverband Rosenheim e.V. charges a fee for the use of its daycare facilities and for the use of meals (childcare fees, play and drinks/ snack money, meal money) in accordance with these statutes.

### **§ 2 Debtor of the user fees**

The debtors of the user fees are the legal guardians of the children in daycare facilities who have arranged for the child to be cared for and/or catered for at lunchtime in the facility. Several fee debtors are jointly and severally liable.

### **§ 3 Due date and method of payment**

- (1) The fees are payable in advance on the 1st of each month.
- (2) The fees and other charges are levied 12 times a year.  
The fees are staggered according to the average daily care times calculated on a weekly basis. They can be found in the applicable fee schedule, which is part of the childcare contract.
- (3) Payment is always made by direct debit mandate. The legal guardians are obliged to issue the AWO Kreisverband Rosenheim e.V. with a SEPA direct debit mandate. Chargeback fees in the event of insufficient funds in the account shall be borne by the legal guardians.

### **§ 4 Amount of the childcare fees and the games and drinks / snack fee**

- (1) In most facilities, the fees are based on the age of the child to be cared for and the average daily childcare hours booked per week.
- (2) The pedagogical core time is shown on the currently valid booking voucher. This core time must always be booked, as well as the necessary drop-off and pick-up times. This means that the booking time begins when the child enters the daycare center and ends when they leave. Any sleeping and rest times must also be taken into account when planning.
- (3) The fees for after-school care and for school children in kindergarten are calculated separately. The calculated fee is based on the times booked for the school period and the vacations. The costs for the increased care times during the vacations are distributed equally over all 12 months with this fee calculation. The total fee to be paid can be found in the fee schedule. It is therefore not possible to change the booking time during the year.
- (4) If a child reaches the age of three during the course of the childcare year, the regulations of the local authority in which the child is resident regarding any change in fees must be observed.
- (5) Any reduction for siblings will be granted in accordance with the local authority.  
Additional fees charged for play materials (“play money”) and drinks/snack money as well as the fee for lunch are shown on the current fee sheet.
- (6) The childcare fees and the play and drinks/ snack money must also be paid in full if the child is absent due to illness or for personal reasons and the place in the childcare facility is kept free for the child in question..
- (7) The childcare fees and the play and drinks/ snack money are reduced for the entire kindergarten period, with a cut-off date regulation, in accordance with the Bavarian Child Education and Care Act (parental contribution subsidy). It applies from September 1 of the calendar year in which the child turns three and is paid until the child starts school. Should the contribution be less than the amount of the subsidy, the surplus will benefit the facility and cannot be paid out to the legal guardians.
- (8) The provider reserves the right to change the childcare fees. In this case, the legal guardians are granted a special right of termination.
- (9) If a place in a child daycare facility is taken up, the entitlement to the entitlement to the childcare allowance in accordance with Art. 26a Para. 2 BayKiBiG.

## **§ 5 Amount of the meal fee**

- (1) A meal fee is charged for the provision of lunchtime meals. The amount of the meal fee is based on the current fees, which can be viewed in the current booking form. The provider reserves the right to change the lunch fee during the year.
- (2) The flat-rate meal fees take into account closing times and sick days of the child.
- (3) The meal fee for regular lunchtime meals will be refunded on request if a child is excused from attending the daycare center for 10 consecutive opening days or longer. An amount of 1/20 will be reimbursed per day. These applications can be obtained from the facility management.

## **§ 6 Assumption of the fees**

- (1) In accordance with § 90 Para. 3 SGB VIII, the childcare fees and the play and drinks/ snack money can be paid in full or in part by the public youth welfare organization (Office for Children, Young People and Families of the City of Rosenheim or Rosenheim District Office) upon application by the legal guardians if the burden is not reasonable for the legal guardian(s) and the child.
- (2) In accordance with § 28 Para. 6 SGB II, § 34 Para. 6 SGB XII, § 6 b Para. 2 BKGG, the meal allowance can be subsidized by the social welfare provider (Social Welfare, Housing, Insurance and Basic Security Office of the City of Rosenheim or Jobcenter) upon application by the legal guardians.
- (3) If the legal guardians apply for the childcare fee and the play and drinks/ snack money to be paid in accordance with § 90, Para. 3 SGB VIII or for a subsidy towards the meal allowance in accordance with § 28 Para. 6, SGB II, § 34 Para. 6 SGB XII, § 6b Para. 2 BKGG, the daycare center must be informed of this immediately. The reduction / waiver of the parental contributions or the meal allowance will only be made once the corresponding notification has been submitted to the child daycare facility.
- (4) The fees and charges are to be paid by the parents until the notification is submitted. Any overpayments will be refunded promptly.

## **§ 7 Effectiveness of the statutes in case of invalidity of individual regulations**

Should individual parts of the statutes prove to be invalid, this shall not affect the validity of the remainder of the statutes. In such a case, the invalid provision shall be amended in such a way that its purpose is retained in principle.

## **§ 8 Entry into force**

These statutes come into force on 2024-09-01 and apply to all daycare facilities of the AWO Kreisverband Rosenheim e.V. They replace all previous statutes and apply until the publication of new statutes.

Rosenheim, 2024-04-02



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Please note: This document is subject to the provisions of the German Statutes!