

Betreuungsvertrag

englisch

## Contract Vertrag

### for the admission and the financial support of a child at a day-care facility über die Aufnahme und Förderung eines Kindes in einer Tageseinrichtung

between  
zwischen

the provider  
dem Träger

represented by  
vertreten durch

(Chairman of the board/managing director/day-care centre manager, where applicable)  
(Vorstand/Geschäftsführung/ggf. Kitaleitung)

hereinafter referred to as the "provider",  
im Folgenden „Träger“ genannt,

and  
und

Ms  
Frau

residing at  
wohnhaft

Mr  
Herrn

residing at  
wohnhaft

as sole/joint person responsible for the child<sup>1</sup>,  
als alleinige(r)/gemeinsame Inhaber(in) der Personensorge<sup>1</sup>,

(delete as applicable)  
(nicht Zutreffendes streichen)

hereinafter referred to as the "parents".  
im Folgenden auch „Eltern“ genannt,

are agreed on:  
wird vereinbart:

<sup>1</sup> If it concerns a childcare contract with foster parents, it must be formulated as follows: "as foster parents in the sense of Section 1688 German Civil Code – BGB".

<sup>1</sup> Soweit es sich um einen Betreuungsvertrag mit Pflegeeltern handelt, ist zu formulieren: „als Pflegeeltern im Sinne des § 1688 BGB“.

## 1. Acceptance

### Aufnahme

#### 1.1. The child

Das Kind

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Surname Name	first name Vorname	born on geb.
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shall be admitted to the day-care facility \_\_\_\_\_ with effect from  
wird in der Tageseinrichtung mit Wirkung vom \_\_\_\_\_ aufgenommen.

for a fixed term until \_\_\_\_\_  
befristet bis zum \_\_\_\_\_

(generally only for fixed-term vouchers or at the parents' request).  
(grundsätzlich nur bei befristeten Gutscheinen oder auf Wunsch der Eltern).

Child's address: \_\_\_\_\_  
Adresse des Kindes:

(Only if different from the parents' residential address)  
(nur wenn abweichend von der Wohnanschrift der Eltern)

On the basis of the decision (voucher) dated \_\_\_\_\_ the child shall  
Das Kind erhält aufgrund des Bescheides (Gutscheins) vom \_\_\_\_\_  
receive a  
einen

- Half-day place without lunch (4-5 hours).  
Halbtagsplatz ohne Mittagessen (4 bis 5 Stunden).
- Half-day place with lunch (4-5 hours).  
Halbtagsplatz mit Mittagessen (4 bis 5 Stunden).
- Part-time place (from 5 to a max. 7 hours per day).  
Teilzeitplatz (über 5 bis höchstens 7 Stunden täglich).
- Full-time place (from 7 to a max. 9 hours per day).  
Ganztagsplatz (über 7 bis höchstens 9 Stunden täglich).
- Extended full-time place (over 9 hours per day).  
erweiterten Ganztagsplatz (über 9 Stunden täglich).

1.2. Attendance at the day-care facility may only begin when the day-care facility management has received proof that admission will be safe based on a medical certificate issued by the health authority responsible for the child's residential area or by a doctor. The certificate should have been issued within one week before the

child's planned admission date.

- 1.3. In addition, a medical vaccination consultation on the complete, age-appropriate vaccination for the protection of the child according to the recommendations of the German Standing Committee on Vaccination must have taken place shortly before initial admission. The parent or guardian must provide written proof of this consultation to the day-care facility. If the proof of the vaccination consultation is not provided, the day-care facility management shall be obliged to provide the public health office in whose district the facility is located with personal data in accordance with Section 34 Paragraph 10a Infection Protection Act (IfSG). The public health office may invite the parents or guardian to a consultation. Violations of the obligation to submit documents can also be punished with a fine.
- 1.4. The start of care can only take place for children from the age of 1 years onwards, if a measles vaccination or a measles immunity or a contraindication with regard to the vaccination has been proved. For children from the age of two must be proved that the measles vaccine has been carried out twice or that a measles immunity or a contraindication to the vaccine is present. In this respect from the beginning of the care, the parents have to provide the kindergarten management, for example, of one of the following evidences:
  - Proof of vaccination e.g. by vaccination card, U-examination booklet or medical certificate or
  - Proof of immunity by medical certificate or
  - Proof of contraindication as a certificate that the child can't be vaccinated for health reasons.

In these cases, care can't be provided until one of the aforementioned documents is submitted. Only children under one year of age can be admitted without proof. With completion of the first year of life of the child, the day care facility checks whether one of the required proofs for the respective period has been provided by the parents. For children under two years of age, the kindergarten management is obliged to notify immediately the responsible health authority if the vaccination is not sufficient or takes place with delay. In this case, the kindergarten management transmits the personal data of the concerned person to the health authority in accordance with the provisions of the general data protection regulation, in particular Article 32 of Regulation (EU) 2016/679 (General Data Protection Regulation - EU GDPR). The health authority can invite for a consultation and will urge the measles vaccination. The issuing of a ban from the child care in the kindergarten can also be pronounced.

- 1.5. The written proof that a vaccination consultancy and measles prevention has taken place may be provided together with the proof that the child's admission is safe and can be reported on a medical certificate.

## **2. Supervision, settling-in period, meals, visit of the day-care center**

- 2.1. Childcare is provided within the framework of the rules and agreements applicable to day-care facilities, such as the Code of Social Law (Sozialgesetzbuch), Book Eight (SGB VIII), the Child Day-Care Support Act aimed to the support of the children in day-care facilities and by childminders (KitaFöG), the Ordinance on Child Day-Care Support to ensure a demand-led supply of places in day-care facilities and by childminders and to guarantee the staffing (VOKitaFöG), the Framework Agreement

on the Financing and Performance of day care facilities (RV Tag), the Day-Care Quality Agreement (QVTAG) and the Berlin Education Programme (BBP). The promotion of the child is accompanied by the language learning diary (Sprachlerntagebuch).

- 2.2. The at the day-care facility supported child shall be allowed to participate in the benefits offered in connection with the day-care facility, taking into account his or her individual abilities (Section 23 Para. 3 No. 3.7 Child Day-Care Support Act (KitaFöG)).
- 2.3. At the beginning of the childcare, a settling-in period is carried out by the child and a person the child trusts. Details must be agreed in good time with the day-care facility management. The settling-in period depends on the child's stage of development and can last up to four weeks. During the settling-in period, the daily extent of care is geared to the child's resilience.
- 2.4. In good time before the beginning of the care, the day-care facility management must record when and by whom the child will be picked up in writing and later amend this, if necessary.
- 2.5. Unless half-day childcare without lunch was agreed upon, the child shall receive a high-quality lunch at the day-care facility. This should be physiologically balanced, tasty and varied and meet the nutritional needs of different age groups. Specific cultural diets and medically necessary restrictions are taken into account. The child is provided with fresh fruit and vegetables every day. A sufficient supply of unsweetened beverages is guaranteed throughout the day (No. 3.17 Day-Care Quality Agreement (QV Tag)).
- 2.6. The child is covered by statutory accident insurance while attending the day-care facility and on the paths in connection with attending the day-care facility.

### **3. Cooperation with the day-care facility, parents' rights**

- 3.1. It is particularly important for the child that the parents and the educational staff at the day-care facility cooperate with trust and provide each other with information. Parents are therefore expected to attend the parents' meetings called by the day-care facility. For individual discussions, day-care facility management and the respective educators shall be available upon previous arrangement.
- 3.2. Sitting-in on classes and participating in joint activities are desired.
- 3.3. Parental participation rights are based on the Child Day-Care Support Act (KitaFöG) in its current version. This includes early information and the participation of parents and their committees in all essential matters concerning the day-care facility (Sections 14, 15 Child Day-Care Support Act (KitaFöG)).

### **4. Opening and closing hours of the day-care facility**

- 4.1. Childcare takes place during the day-care facility's opening hours. The day-care facility referred to under 1.1. is, at the time of the child's admission, open from Monday to Friday from \_\_\_\_\_ until \_\_\_\_\_. You must check in and check out with the

responsible childcare staff when bringing and picking up the child.

- 4.2. The day-care facility can be closed in full or in part on up to 25 days (Monday-Friday) per year (Section 3 Para. 4, Sentence. 2 Day-Care Framework Agreement (RV Tag)). The closing times are determined in consultation with the selected parent representative. In the case of parental needs, the provider will, in consultation with the parents, also ensure appropriate childcare during closing hours, if necessary, in another day-care facility of its own or in cooperation with other providers. This also applies to other professionally necessary closing times, such as for team training.
- 4.3. The day-care facility may also be closed by order of the authorities or for other Acompelling reasons. There is no entitlement to childcare on the basis of this contract during such a closure.

## **5. Child is ill, absent; holding time for a place**

- 5.1. The day-care facility must be informed immediately if the child is ill or in the event of a communicable disease according to Section 34 Para. 3 IfSG in child's residential community. Furthermore, the day-care facility must also be informed immediately if the child cannot attend the day-care facility for other reasons.
- 5.2. The provider may request a medical examination if the child is absent for a longer period of time outside the holiday or closing periods. It is generally sufficient if the beginning and end of the illness can be seen from a doctor's note/certificate.
- 5.3. The leaflet "Instructions for parents and other guardians in accordance with Section 34 Paragraph 5 Sentence 2 Infection Protection Act (IfSG)" has been handed over to the parents.
- 5.4. If the child falls ill with a communicable (infectious) disease mentioned in Section 34 Para. 1 IfSG or is suspected of being ill or has lice, he or she may not attend the day-care facility. The day-care facility may only be attended again if, according to a medical decision, the spread of the disease or the lice by the child is no longer a threat. If the child is a carrier according to Section 34 Para. 2 IfSG, it may only attend the day-care facility with the consent of the public health office and in compliance with the protective measures ordered. Furthermore, a medical decision is required as to whether any siblings living with the child in question in a residential community may attend the day-care facility, Section 34 Para. 3 IfSG.
- 5.5. By paying the statutory contribution, the place at the day-care facility for the excused absent child is kept free for the month following the month in which the child was last present in the day-care facility. The holding time for a place can be extended at the parents' request in justified exceptional cases (primarily in cases of illness) with the consent of the provider. If the deadline according to Sentence 1 or Sentence 2 is exceeded, this results in a reason for the provider to terminate without notice within the meaning of No. 9.4. and the place can be given away.
- 5.6. f the child is absent without an excuse, the provider is obliged to inform the Youth

Welfare Office from the 10th day of the child's absence in accordance with Section 4 Para. 11 of the Ordinance on Child Day-Care Support (VOKitaFöG). The same also applies to other cases of longer-term non-use or partial use of the funded support. Longer-term non-use is an excused (comprehensibly justified) absence that lasts longer than seven weeks, Section 3 Para. 12 Day-Care Framework Agreement (RV Tag).

## 6. Changes to the childcare service

- 6.1. If the parents wish to reduce the scope of childcare, they must inform the Youth Welfare Office in accordance with Section 7 Para. 8 Child Day-Care Support Act (KitaFöG). The parents are also obliged to inform the provider of this as soon as possible.
- 6.2. To extend the scope of childcare, a new voucher application is required, Section 7 Para. 6 Child Day-Care Support Act (KitaFöG). On the basis of the new decision (voucher), the provider will try to comply with the corresponding change requests while maintaining the applicable personnel standards at the day-care facility. If this is not possible at the desired time, the last agreed scope of childcare shall continue to apply until the desired change to the service can be made. The reasons must be explained to the parents.

## 7. Statutory contributions, flat-rate meal contribution

- 7.1. Childcare at the day-care centre is free of charge within the scope of childcare approved by the Youth Welfare Office.
- 7.2. In the case of contractually agreed childcare with lunch, the parents and the child must contribute to the lunch costs at the flat-rate amount invoiced by the Youth Welfare Office. (Section 26 Para. 1 KitaFöG – Child Day-Care Support Act in conjunction with Section 1 Para. 1 TKBG – Day-Care Cost Participation Act in its currently valid version).
- 7.3. At the time of conclusion of the contract, the flat-rate meal contribution is €23 per month. It must be transferred to the following account of the provider no later than by the of each month:

Recipient:

IBAN:

- 7.4. If the amount of the meal contribution determined by the statutory order of the competent senate department changes, the changed amount shall apply without the need for a separate contractual agreement.
- 7.5. If the contractually agreed childcare is not used or not used in full, this shall not affect the obligation to pay the full flat-rate meal contribution. There shall be no reimbursement claims for meal contributions in whole or in part. The same applies if the child leaves day-care before the end of the month.
- 7.6. If the contractually agreed childcare is not used or not used in full, this shall not affect the obligation to pay the full flat-rate meal contribution. There shall be no

reimbursement claims for meal contributions in whole or in part. The same applies if the child leaves day-care before the end of the month.

- 7.7. If the child is released from the obligation to attend school or the start is postponed, the obligation to pay the flat-rate meal contribution valid at the time shall continue to apply for this period.

## 8. Voluntary additional payments<sup>2</sup>

- 8.1. Parents always have the right to claim anytime a place without additional payment (Section 5 Para. 3 RV Tag). The implementation of the requirements of No. 7.1. of this contract shall be ensured by the provider.
- 8.2. For special benefits requested by the parents, a financial obligation (additional payment) exceeding the statutory contribution can be agreed between the provider and the parents. The provider decides whether the services desired by parents are offered.
- 8.3. The special benefits, the additional payment amount and the related rights and obligations of the parents and the provider are set out and described in detail in the additional payment agreement.
- 8.4. The parents may terminate the additional agreement at any time with one month's notice to the end of the month without losing the childcare place and all claims in connection with the childcare.
- 8.5. Each year, the provider prepares a comprehensible list for the parents to prove that the additional voluntary payments have been used.
- 8.6. Exceptions to Sections 8.1. and 8.4. apply only to parent initiative day-care centres. Deviating provisions can be agreed on this.

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<sup>2</sup> Legal bases are, among others, as follows: Section 16 Para. 1 and Section 23 Para. 3 and 7 Child Day-Care Support Act (KitaFöG) as well as Section 5 Para. 2 and 3 Day-Care Framework Agreement (RV Tag).

## 9. End of the contract, termination

- 9.1. The contract ends without notice of termination being required if the responsibility of the State of Berlin for guaranteeing a publicly funded place (Section 2 Para.1 Child Day-Care Support Act (KitaFöG)) ends, e.g. in the event of leaving Berlin. The parents are obliged to inform the provider immediately in writing<sup>3</sup> or in text form of the task of the habitual residence. If, through no fault of the provider, the parents do not notify the provider in good time and public funding is recalled, the parents shall be obliged to compensate the provider for any corresponding damages.
- 9.2. Unless a special fixed term is specified in No. 1.1, the contract shall end on 31 July of the year in which the child begins regular compulsory education. In case of enrolment ahead of schedule, the contract shall end with admission to the school without any notice of termination being required. Parents are obliged to inform the

provider as soon as possible if the child is admitted to school upon request in accordance with Section 42 Para. 2 School Act before the start of regular compulsory education or if exemption from compulsory education is applied for before the start of compulsory education. In the event of deferring school attendance, the day-care centre will keep the place for the child free for further childcare, unless there are important reasons against it. The deadline for keeping the place shall end on 30 April of the respective year.

- 9.3. The parents and the provider may terminate the contract without notice if, in particular, the principles, provisions and rules contained in this contract have been repeatedly and intentionally disregarded or if there are other serious reasons. The reasons shall be set out in detail in writing.
- 9.4. Time limits and conditions for terminating the childcare contract are only permissible in urgent cases if they are necessary due to the education concept and the facility supervisor has agreed (Section 16 Paragraph 2 Child Day-Care Support Act (KitaFöG)).
- 9.5. The statutory contribution must be paid until the end of the notice period, regardless of whether the child takes advantage of the childcare offer or not.

## **10. Data protection, necessary data processing, reporting obligations and rights to information**

- 10.1. The provider is obliged to observe the provisions of data protection law and, in particular, to guarantee the protection of social data in accordance with the provisions of EU GDPR in conjunction with those of SGB VIII and SGB I and X (see also Annexes 6 and 7).
- 10.2. The processing of parents' personal data (name, address, contact details for emergencies, bank details, if necessary) and that of the child cared for (surname, first name, date of birth, voucher number, address) by the provider is mandatory for the execution and performance of this childcare contract, for participation in the legally prescribed central IT procedure (ISBJ) and for the performance of the tasks in accordance with the relevant statutory and other regulations and framework agreements (e.g. SGB VIII, Kita-FöG, TKBG, AG KJHG, VOKitaFöG, RV Tag, QV Tag). The legal obligation also includes child-related development monitoring by means of the language learning diary or other suitable procedures.
- 10.3. Personal data will be deleted as soon as it is no longer necessary for its processing purpose and the mandatory retention periods have expired. In this context, the provider points out that the childcare contract (and, if applicable, the additional payment contract) must be kept for audit purposes for at least 5 years after the child leaves the day-care facility in order to fulfil the obligations in Section 7 Para. 7 Day-Care Framework Agreement (RV Tag)-
- 10.4. Parents are entitled at any time to ask the provider for detailed information on the personal data stored about them or their child. The provider shall provide this information without delay. Aside from that, reference is made to the data privacy declaration in accordance with Article 13 GDPR.



- 10.5. The provider points out that, in accordance with Section 16 Para. 2 Child Day-Care Support Act (KitaFöG), it is legally obliged, in the event of termination of the childcare contract due to non-payment of the statutory contributions, to simultaneously notify the competent Youth Welfare Office, stating the name and address of the child and the parents. The Youth Welfare Office shall examine and advise whether there are any cost reduction options within the framework of hardship provisions in accordance with Section 4 Day-Care Cost Participation Act (TKBG). A notification to the Youth Welfare Office will also be made in the event of an end to the support of children with a determined need for language support in the last year before the start of regular compulsory education (Section 5a III Child Day-Care Support Act (KitaFöG), No. 8a Day-Care Quality Agreement (QV Tag).
- 10.6. In accordance with Section 9 Para. 2 Child Day-Care Support Act (KitaFöG), the provider is obliged, in preparation for the medical check-up, to provide the public health office with a list of the children who are being cared for and who are taking part in the check-up, stating the names, addresses and dates of birth of the children as well as the names and addresses of the parents and guardians. This list may only contain the data of the children whose parents have consented to the examinations, Section 9 Para. 2 Sentence 3 Day-Care Support Act (KitaFöG). The necessary declaration of consent is attached as an annex. This consent may be revoked at any time with effect for the future.
- 10.7. In the course of the cooperation between nurseries and primary schools, the day-care centre is obliged to transmit documents from the language documentation in preparation for school attendance and in consultation with the parents. The transmission takes place only with consent of the parents, which is obtained only shortly before the passing on of the documents.
- 10.8. The provider refers to its obligation to transmit data in accordance with No.1.3., 1.4., 5.6., 10.5. and 10.6. of this contract.

## 11. Miscellaneous

- 11.1. Parents must immediately notify the provider in text form<sup>4</sup> or in writing of any significant changes to the contract, such as changes to name, residential address or bank details.
- 11.2. The parents authorise each other to sign the contract and to receive all notices issued in connection with the contract for the admission and support of a child in a day-care facility.
- 11.3. If any provision of this contract be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected by this. The invalid provision shall be replaced by a valid provision that corresponds as closely as possible to the intended purpose. However, the contract shall be invalid if adherence to it would constitute an unreasonable hardship for one of the contracting parties, even taking into account the changes provided for in Sentence 2.

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<sup>4</sup>Due to the need for data protection and the risk of unauthorised access to unencrypted emails by third

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Provider's signature

Unterschrift des Trägers

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Signature(s) of all or one of the authorised parents or guardian(s)

Unterschrift(en) aller oder des bevollmächtigten Personensorgeberechtigten

(In the case of representation, the power of attorney is taken as an annex to the contract)

(Im Vertretungsfall wird die Bevollmächtigung als Anlage zum Vertrag genommen)

### **Recommended annexes:**

1. Day-care facility concept
2. For parent initiative day-care centres (ETK): current articles of association
3. House rules
4. Information on parental participation rights
5. Information sheet "Instructions for parents and other guardians in accordance with Section 34 Paragraph 5 Sentence 2 Infection Protection Act (IfSG)"
6. Section 61-68 SGB VIII, Sections 67-85a SGB X and Section 35 SGB I
7. EU GDPR
8. Separate information on data processing in accordance with Article 13 GPDR
9. Ordinance on Examinations by the Public Health Service at Day-Care Facilities in the State of Berlin, Sections 1 and 2
10. Declaration of consent for participation in medical and dental examinations at the day-care facility