

# Rules of Procedure

## My Kindergarten e.V.



# My Kindergarten

My curiosity Our journey

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**Foreword:**

For simplicity's sake and to make for easier reading the text uses the term parents or families and these apply in equal measure to lone parents or other guardians of the child.

**Disclaimer:**

While every care has been taken with the translation of this document, it shall be noted that the official and legally binding version is the German Geschäftsordnung.

## 1 Admission and expulsion of children

### 1.1 Admission of new children

#### 1.1.1 Conditions for admission

- Children can be considered for admission when they have reached 24 months of age once the settling-in period (which usually takes 2 weeks) has been completed.
- The day care facility is for children of all nationalities whose native language is either English or German. Children whose native language is neither English or German can only be admitted under special circumstances. Due to the international nature of the day care facility it is required that children have a connection to the English language..
- Siblings have priority. The application has to be completed in writing.
- The child must be resident in Munich.

#### 1.1.2 Mode of Admission

- The prerequisite for admission is completing the form which is available on the website or in the day care facility.
- At least once per year (usually in the first quarter) there is an open day at which interested families can view the day care facility and get more information. New club members are recruited from this group of candidate families. When allocating places we aim to maintain the language, gender and age balance among the children.
- After a pre-selection potential new Club members are invited to a trial session. In addition a personal meeting takes place with Club representatives and child care personnel. Partaking in this process does not constitute a claim for admission.
- Any changes to the mode of admission are decided by the parents' assembly at their meeting.
- New admissions take place at the beginning of the new „school“ year at the beginning of September. There may also be admissions during the year if a day care place becomes available ahead of time.
- Before commencement of the day care relationship it is necessary to provide a doctor's certificate about the child's ability to attend day care (eine ärztliche Bescheinigung über die Kindergartenreife). This certificate shall not be more than once week old.
- Further forms (see 5.1) as well as the day care contract have to be completed and handed in before the day care relationship commences. Similarly any admission fee, deposit and further fees have to be paid before the child's start at the day care facility.

## 1.2 *Expulsion of children*

The following situations could lead to expulsion from the Club and the loss of the day care place:

1. Unpaid fees (1 month), delayed payment
2. Behaviour on the part of parents or children that does not match the statutes (Satzung), rules of procedure (Geschäftsordnung), concept or additional agreements.,
3. Not observing the drop-off and pick-up times.
4. Not observing or inadequate fulfilment of the allocated tasks,
5. Not observing the duty week, as well as the failure and/or refusal to co-operate.
6. Non-attendance of parents at more than two of the meetings of the parents' assembly in a (September til August) kindergarten year (participation at the parents' meeting is mandatory for one parent per family).
7. Gross breach of instructions from the childcare staff, the Managing Committee and/or the parents' assembly.
8. Serious disruption to the running of the day care facility through disturbances and endangerment.
9. the child's first place of residence is no longer Munich

For the sub-point 1 to 4 the following procedure applies (at 14-day intervals, where there is no action by the affected parties): reminder in writing, warning with threat of expulsion, expulsion.

For the sub-point 5 the following applies: duty weeks may be swapped. It is up to the families to organise this amongst themselves.

For sub-point 6 (3 instances of non-attendance in a family) the following applies: after the second instance of non-attendance – a reminder; after the third instance of non-attendance warning with threat of expulsion; after the fourth instance of non-attendance –expulsion where applicable.

In the case of expulsion the fees must continue to be paid until another child has been admitted.

## 2 Probation period, Termination

- Probation period for the children: 3 months from the first day of the setting-in period, in the interests of both parties. The contract may be terminated with 4 weeks' notice during the probation period. It is not necessary to provide a reason for terminations during the probation period. In the event of a termination during the probation period the day care fee must be paid in full until the end of the calendar month in which the contractual relationship ends.
- The term of the contract is defined in the day care contract and both parties can give notice of termination. The notice period is 3 months until the end of the relevant calendar month, however, no terminations are possible for June 30 or July 31. The contract ends automatically when a child starts attending school, if it has not been otherwise terminated.
- Should the parents' assembly accept a replacement for a child who is leaving the day care then the fee must be paid on a pro-rata basis..

- Notice of termination must be provided in writing (not email) to the Managing Committee at the day care address.
- Parents whose children leave the day care facility automatically leave the Club when the day care contract ends.

### 3 Fees, Club Accounts, Financing

#### 3.1 Club Fees

The annual fee of €200 is due at the beginning of every kindergarten year or at the time of joining the Club. The fee is deducted by direct debit.

#### 3.2 Parents' Fees

Hours per day	Monthly parents' fee, EUR
>4-5	150
>5-6	180
>6-7	205
>7-8	235
>8-9	265
>9	300

The amount of the parents' fees is provisionally decided by the parents' assembly at the beginning of the calendar year based on the budget proposal. The parents' fees are calculated on an annual basis from September 1 to August 31. The fees are to be paid for the full month irrespective of the start or leaving date. The monthly fee is to be paid in advance on the third working day of the month at the latest. Fees are deducted via direct debit. Upon completion of the day care contract parents authorise the Club by means of a direct debit mandate and a SEPA debit mandate to debit all due fees (including food money).

The parents' fees are to be paid in case of absence of the child due to illness, vacation or other reasons, as well as in cases where the day care facility has to be closed due to illness or vacation.

#### 3.3 Lunch, sanitary articles, absence

- Approx. €65/month. This fee is decided upon at the beginning of the kindergarten year.
- The day care facility is to be advised of absence e.g. due to illness by 8:30h.
- In the case of planned absence the responsible for Food Management and the child care personnel must be advised of such per email by Wednesday of the week prior to the commencement of the absence. . A maximum of €2/day can be reimbursed. There is no reimbursement for sanitary articles. The reimbursement is processed on a quarterly basis.

### 3.4 **Deposit**

The deposit serves as a reserve for the Club, among other things for the security deposit for the lease. The deposit is €250 and must be paid by all parents when their children join the day care facility. The deposit can be retained by the Club when unexpected once-off payments must be made or when parents do not fulfill their commitments. Otherwise the deposit is refunded when the child leaves the day care facility. There is no claim to any interest on the deposit.

### 3.5 **Fee for holding a place**

In the event that a place is terminated before a child's start at the day care facility there are resulting costs for the Club until a replacement child is found. Therefore a once-off admission fee of €150 must be paid once the Club has accepted a child for a place. The admission fee and the first monthly fee are retained to cover expenses.

### 3.6 **Club bank account**

Main account:

ELTERN-KIND-INITIATIVE My Kindergarten e.V.  
STADTSPARKASSE MÜNCHEN  
KONTO 1001886975  
BLZ 70150000  
IBAN: DE11 7015 0000 1001 8869 75  
BIC-/SWIFT-Code: SSKMDEMMXXX

Club account for reserves, membership fees etc.  
ELTERN-KIND-INITIATIVE My Kindergarten e.V.  
STADTSPARKASSE MÜNCHEN  
KONTO 1002 0332 62  
BLZ 70150000  
IBAN: DE05 7015 0000 1002 0332 62  
BIC-/SWIFT-Code: SSKMDEMMXXX

The Managing Committee administers the Club's accounts.

### 3.7 **Club funding**

Income = parents' fees, subsidies from the city of Munich, membership fees, where applicable donations or proceeds from flea markets  
Expenditure = non-personnel and personnel costs

## 4 **Creating further groups**

The parents' assembly decides on the creation of further groups.

## 5 Organisation of the day care facility

### 5.1 *Foms*

The parents must complete the following documents for each child and bring them to the day care facility on the child's first day..

- Doctor's certificate about the child's ability to attend day care (Ärztliche Bescheinigung über die Kindergartenreife)
- Application for admission
- Debit mandate for the bank
- Admission information
- Booking time sheet
- Persons authorised to pick up the child and emergency contact information for the child
- Statement on illnesses
- Questions about the child's state of health
- Consent to photo and film shoots
- Authorisation to remove ticks

In addition, the parents are to check the forms once per year to see if they are still up-to-date and to communicate any changes to the Managing Committee.

### 5.2 *Number of children*

The day care facility offers places for a maximum of 24 children between 2 and 6 years of age.

### 5.3 *Parental cooperation*

Cooperation of the parents is required in order to maintain the daily running of the day care facility. Regarding parental cooperation there is a distinction between

- Tasks allocated to a family on a long-term basis e.g. taking the minutes. The corresponding family is responsible for this task for the duration of the kindergarten year;
- Duty week (shopping and a specific cleaning task) that is performed by all families on a weekly rotation basis;
- As well as special activities/tasks.

Prior to taking over the tasks allocated on a long-term basis new families are responsible for independently enquiring details about the scope of the task from their predecessor or the Managing Committee.

The number of duty weeks per year per family depends on the number of families in the given business year. Generally every family has 2 or 3 duty weeks per year. The shopping expenditure is reimbursed. In the event that a family cannot perform the duty week as scheduled, that family is responsible for organizing a substitute in good time. Member of the Managing Committee are exempt from duty weeks.

At the beginning of the kindergarten year both the allocation of long-term tasks and the duty week schedule will be made available in good time. Participation in a work

group or a special activity/task does not relieve families from performing duty weeks or from the task allocated on a long-term basis. Not observing the duty week can lead to expulsion. (see 1.2)

#### **5.4 Parents' assembly and general meeting**

Participation at the meeting of the parents' assembly and the general meeting is mandatory, whereby both parents can represent each other. In case a family cannot attend, it must notify the Managing Committee about the reason for its absence well in advance. Non-attendance at parents' assembly meetings or the general meeting can lead to expulsion. (see 1.2)

#### **5.5 Facility opening times**

Monday through Thursday: 7:00-17:00h  
Friday: 7:00-14:45h

#### **5.6 Drop-off times**

Between 7:00 and 9:00h

Attending the childcare facility requires regularity. If at short notice the child cannot attend or will be late, the facility must be notified by 8.30 a.m. at the latest.

#### **5.7 Pick-up times**

- Monday through Thursday: 12:45 til 13:00h; 14:30 til 15:00h; between 16:00 and 17:00h
- Friday: 12:45 til 13:00h; 14:30 til 14:45h

Parents are obliged to punctually drop-off and pick-up their child. The child is entered in the „sign-in“ list at drop-off time. Child care personnel is to be informed at the time of the daily drop-off and pick-up that the child is present or leaving the premises. In order to keep the disruption to the kindergarten routine to a minimum parents are requested not to linger at the day care facility. Longer discussions with the child care personnel can be scheduled separately.

If the pick-up times cannot be observed this results in overtime for the child care personnel; the costs for which cannot be borne by either the Club or the day care facility. Such costs are to be borne by the family responsible for the overtime.

In general only the parents are authorised to pick-up the child. If the parents want to appoint another person to pick-up their child they have to notify the child care personnel and list the individual in the form „Persons authorised to pick up the child“. In addition the parents have to enter the authorised person in the „sign-in“ list. Persons authorised by the parents must identify themselves to child care personnel if they are not personally known to them..

The duty of care and supervision on behalf of the Club and of the persons appointed by it to look after the children in the day care facility does not begin until the child care personnel receive the child on the premises of the day care facility and ends when the child is handed over to the parents or to persons authorised by the parents to collect the child within these premises. If the child is received or handed over by the parents or authorised persons outside the stated premises, the Club assumes no liability; this also applies to accidents on the way to or from the premises.

### **5.8 Telephone contact times**

In urgent or important cases the child care personnel can be best reached via the telephone in the kitchen. Parents are asked to avoid calling the day care facility during meal and nap times (12:00-14:00h). In the event of field trips a mobile phone number for the child care personnel is available as necessary.

### **5.9 Holiday arrangements**

- Christmas approx. 2 weeks
- Easter approx. 1 week
- Summer holidays 2 weeks in August
- Bridge days as appropriate

The childcare facility is closed on statutory holidays, Christmas Eve and New Year's Eve as well as in the event of substantial disruption to the facility.

Additional closure days are decided by the parents' assembly. The child care personnel do not take holidays at the same time outside of these closure dates, unless the day care facility is closed (bridge days following statutory holidays as applicable).

Those children who will not join for the following kindergarten year do not return to the day care facility after the summer holidays.

## **6 Miscellaneous**

### **6.1 Obligation to give information and confidentiality**

The contractual partners are obliged to provide all information that is essential for the care of the child. The contracting parties are obliged to maintain confidentiality on all matters which concern the personal domains of the other contracting party and which by their nature require non-disclosure. This also applies to the period following termination of the contractual relationship. Exempted from this is information which is passed to the local youth welfare office because of a risk to the child's welfare.

## 6.2 **Unavoidable absence of child care personnel**

Parents are informed in the case of unavoidable absence of child care personnel. It may be necessary for parents to temporarily fill in for the child care personnel without payment. It is possible that children may also have to be picked up at an earlier time. A reduction in the daily day care hours, as well as the absence of child care personnel due to holidays or illness does not entitle parents to reduce the day care fee.

## 6.3 **Illness of the child**

- In case the child will not attend the parents are obliged to inform the child care personnel of such by 8:30h.
- When is a child ill?
  - from a temperature of 38 C or
  - diarrhoea, vomiting, or
  - unusual behaviour (whining, being out of sorts) or
  - typical childhood illnesses
- The child care personnel decides whether or not a child is ill and must be picked up earlier or whether a child should not even be dropped off in the morning.
- By signing the day care contract the parents give their consent that the child care personnel may measure their child's temperature if there is reasonable suspicion that the child has a fever or is running a temperature.
- In the event that a child falls ill while it is being looked after at the day care facility the parents are informed immediately. Parents must pick up their child as soon as possible. The child remains at the day care facility until it is picked up.
- If the child falls ill at home, then it stays at home. The child care personnel must be informed accordingly.
- In the event that a child displays unusual behaviour while still at home, but it is not clear whether or not it is really ill it is up to the child care personnel to decide whether or not the child can be looked after at the facility.
- The Managing Committee must also be informed immediately in the case of illnesses which must be reported (lice, mumps, measles etc. – see Appendix 1/Anhang 1)
- Returning to the group after an illness:
  - For contagious illness (e.g. typical childhood illnesses or pink eye) it is necessary to provide a doctor's certificate that confirms that the child is no longer contagious.
  - For other illnesses after the child has no longer had a temperature for 1 or 2 days (in case of recurrence and risk of infection)

## 6.4 **Administering medication**

The child care personnel may give medication to children in the following cases:

- Chronic illnesses e.g. diabetes
- Emergencies e.g. asthma
- Justified short-term illnesses that require medication while the child is attending the day care facility (e.g. administering antibiotics)

Where medication is to be administered it is necessary that the doctor or the parents complete the “Consent to Medicate” form and submit it to the child care personnel.

The child care personnel cannot be forced to administer medication. Medication can only be administered when a member of the child care personnel present agrees to administer the medication in question.

That member of the child care personnel must have a written authorisation and is the only one authorised to administer the medication.

That member of the child care personnel signs the “Consent to Medicate” form.

The name of the child must be noted on the medication in order to rule out mix-ups. It is not permitted to store medication in the first-aid cupboard.

The child care personnel take care of small injuries.

### **6.5 Epidemic**

(e.g. lice, scarlet fever)

In case of epidemics and by order of the Health Authority it can be stipulated that the day care facility must remain closed. The Managing Committee may also decide about closure of the facility in case of an epidemic. Closure of the facility in such cases does not lead to a reduction of the day care fee.

### **6.6 Office hours**

The group leader and the child care personnel are available for consultation during specific office hours. A corresponding appointment must be scheduled. In principle a parent-teacher meeting between the parents of a child and the group leader or the child care personnel takes place once per year. The drop-off and pick-up times shall not be (mis)used as a parent-teacher meeting.

Where necessary a family shall be available for a meeting with the pedagogical head of the facility within a reasonable timeframe.

### **6.7 Safety measures**

The day care facility is equipped with smoke detectors. Fire extinguishers and a first-aid kit are also on hand.

The child care personnel must complete a first-aid course. A health certificate must be available for each member of the child care personnel.

### **6.8 Insurance and liability**

- Children: they are insured via an accident insurance (in the event of an accident everything which is not covered by the health insurance of the

parents; liability for damages to items which are not the property of the facility e.g. damage to rented property.

- Child care personnel: accident insurance, private liability insurance
- Parents: private liability insurance
- The Club assumes no liability for the cloakroom and for personal items.
- See 5.7 regarding the start and end of the duty of care and supervision on behalf of the child care personnel..

### **6.9 Acceptance of the rules of procedure**

By signing the day care contract the members acknowledge and accept the statutes and the rules of procedure of the Club. In addition they accept the concept of the day care facility and agree to the information and instructions according to the protective law against infection. Additional agreements are hereby accepted.

By signing the day care contract, the parents give their general consent for their child to take part in trips and other activities (e.g. visits to the playground, the library, the zoo) outside the premises of the childcare facility.

Parents may withdraw this general consent in individual cases.

In this case, they must make their own arrangements for individual childcare for the duration of the activity, unless the day care facility offers alternative childcare during this time.

### **6.10 Notification of changes**

During the existing childcare relationship, all changes to personal data (e.g. change of address, new phone number, e-mail address, divorce etc.) must be notified to the child care personnel and the Managing Committee immediately in writing – e-mail is also possible.

München, 10.12. 2014  
The Managing Committee