

# Rules of Procedure

## My Kindergarten e.V.

Translation from the German Original

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Preface:

For simplification and ease of reading, the term parents or families is used in the running text, which equally stands for single parents or other guardians of the child.

# 1 Admission and exclusion of children

## 1.1 Admission of new children

### 1.1.1 Conditions for admission

- Children with a minimum entry age of 30 months are eligible for admission.
- The nursery is for children of all origins whose mother tongue is English or German. Children whose mother tongue is neither German nor English can only be admitted under special circumstances. Due to the international orientation of the Kindergarten, a connection to the English language is required.
- Siblings have priority.
- The application must be made in writing.
- The child is resident in Munich.

### 1.1.2 Admission procedure

- Prerequisite for admission is the completion of the form, available on the website (<https://mykindergarten.net/enrollmentform/>), as well as the application in the Kita Finder München.
- At least once a year (usually the first quarter of the year), there is an open day where interested families can visit the facility and get information. The future members of the association are recruited from among these families. When allocating places, attention is paid to a balance of language, gender and age of the children.
- After a pre-selection, potential new association members are invited to a taster session. In addition, a personal interview with representatives of the association and the care staff takes place. There is no entitlement to admission.
- The parents' meeting decides on changes to the admission mode.
- New admissions usually take place at the beginning of a new "school year" at the beginning of September. As an exception, an admission can take place during the year if a place becomes available before the end of the year.
- Further forms (see 5.1) and the childcare contract must be completed and submitted before the childcare relationship begins. Likewise, any registration fees, deposits and other payments must be made before the child joins the kindergarten.

## 1.2 Visiting children

Visiting children are admitted to the kindergarten after consultation with the team and with the approval of the board for a limited period of time, but no longer than 3 months. The approved number of children cared for according to the operating permit of the day nursery may be exceeded by a maximum of 10% for a maximum of 3 months per

calendar year. As visiting children attend the kindergarten regularly after this period, this serves to acclimatise the child.

### **1.3 Exclusion of children**

The following situations can lead to expulsion from the association and the loss of the childcare place:

1. unpaid contributions (1 month), late payment,
2. Behaviour of parents or children that does not comply with the statutes, rules of procedure, concept and supplementary agreements,
3. Non-compliance with pick-up and drop-off times,
4. Non-compliance or inadequate performance of tasks assigned to the parents,
5. Non-compliance with the compulsory week, as well as failure and/or refusal to cooperate,
6. If parents are absent from the parents' meeting more than twice per kindergarten year (September to August). Attendance at the parents' meeting is compulsory for one parent per family.
7. gross violation of instructions from the childcare staff, the board and/or the parents' meeting,
8. significant impairment of the operation of the kindergarten due to disturbances and hazards,
9. the primary residence of the child in care is no longer Munich.

For sub-items 1 to 4, 7 and 8, the following procedure applies (at 14-day intervals, without action by the persons concerned): Written reminder, reminder with threat of termination, exclusion.

For subitem 6 (three times absence of a family) the following procedure applies: After two absences - reminder; after three absences - final warning with threat of termination; after four absences - expulsion, if applicable.

In the event of expulsion, contributions must continue to be paid until a replacement child is accepted.

## **2 Probationary period, termination**

- Trial periods of the children: Both sides can terminate the contract without giving reasons within the first 3 months from the first day of settling in.

The notice period during the probationary period is 4 calendar weeks to the end of the month.

In the event of termination during the probationary period, the monthly contribution must be paid by the end of the calendar month in which the contractual relationship ends.

- The term of the contract is regulated in the childcare contract and can be terminated by both parties with a notice period of at least 3 months to the end of the month, but not to 30 June and 31 July of a year. The contract ends automatically when the child starts school, unless it is terminated otherwise beforehand.
- If a replacement for a withdrawing child has been accepted by the Parents' Meeting before the end of the notice period, the contribution only has to be paid on a pro rata basis.
- Notice of termination must be submitted in writing (not by e-mail) to the Board at the address of the kindergarten in good time.
- Parents whose children leave the centre automatically leave the association at the end of the childcare contract.

### **3 Costs, booking document**

The costs for admission consist of a one-time admission fee and a one-time deposit per child..

The monthly membership contribution and the lunch fee are due in total.

In addition, there is a parental fee based on care time and income, which is currently (2023) fully subsidised by the municipal authorities for kindergarten children (3 years old by the end of the calendar year) and is therefore not applicable. For nursery children (younger than 3 years old at the end of the year), additional costs are incurred according to Table 1, Section 2.2 in the EKI-plus guideline (see [here](#)).

As a city-recognised kindergarten, we receive subsidies from the City of Munich and the Free State of Bavaria. To apply for the subsidies, the booking document must be filled in and signed at the time of registration.

The parents grant the association a direct debit authorisation or a SEPA direct debit mandate for the collection of all amounts due upon conclusion of the childcare contract.

All fees must be paid even if the child is absent due to illness, holidays or other reasons or if the facility is closed due to holidays or illness.

#### **3.1 Admission fee**

Once the association has agreed to offer a childcare place, a one-off admission fee of € 150 must be paid. In the event of termination of the contract before the start of childcare, the admission fee will be retained.

## **3.2 Deposit**

The deposit serves as a reserve for the association, among other things, for the deposit of the rent. It amounts to € 250 and is to be paid by all parents when their children enter the kindergarten. The deposit can be retained by the association if unforeseen one-off payments have to be made or if parents do not meet their obligations. It will otherwise be refunded when the child leaves. There is no entitlement to any interest earned.

## **3.3 Monthly contribution**

### **3.3.1 Membership contribution**

The membership contribution is used to finance the running costs of the association and the association life of the member families, which are not covered by the subsidy. The monthly membership contribution is essential for the My Kindergarten association to continue its role as provider of the kindergarten. In accordance with the guidelines of the EKI-Plus funding model, the monthly association contribution is voluntary. Whether and if so in what amount an association contribution is levied, is decided for each year by the general meeting by majority vote.

### **3.3.2 Lunch and toiletries; reimbursement in case of absence**

- The monthly fee for food and hygiene items is usually set at the beginning of the kindergarten year.
- For absences of more than five days at a time, a pro-rata refund of the variable meal fee may be requested. The request must be submitted by e-mail to the person responsible by Wednesday of the week preceding the absence at the latest. Payment will be made at the end of the Kindergarten year.

## **3.4 Booking times, booking document**

The kindergarten calculates its budget, in particular the need for educator hours, based on the booking of care times by the members. The expected desired care time on the individual weekdays is specified in the booking document. A change in the care times can only be made at the change of school year by submitting a new booking document. The agreed care times may not be exceeded and should only be fallen short of for compelling reasons, cf. 5.5 and 5.6. A valid reason for falling short of the booking time is the child's settling-in period, as well as e.g. afternoon activities or doctor's appointments.

## **3.5 Association account**

Main account:

ELTERN-KIND-INITIATIVE My Kindergarten e.V.

STADTSPARKASSE MÜNCHEN

ACCOUNT 1001886975

SORT CODE 70150000

IBAN: DE11 7015 0000 1001 8869 75

BIC-/SWIFT-Code: SSKMDEMMXXX

The Board shall keep the accounts of the Association.

### **3.6 Funding of the association**

Income = admission fee, monthly contributions, subsidies from the City of Munich and the Free State of Bavaria, donations if applicable, proceeds from flea markets if applicable, etc.

Expenditure = rent, material and personnel costs

## **4 Formation of additional groups**

The formation of additional groups shall be decided by the General Assembly.

## **5 Organisation of the kindergarten**

### **5.1 Forms**

For each child, the following documents must be completed by the parents and brought along at the start.

- Signed application for admission in duplicate
- Booking document
- Identity documents of the legal guardians
- Direct debit order from the bank
- as well as all other forms and documents provided for admission by the Board

Furthermore, parents must check the forms once a year to ensure that they are up to date and inform the Board of any changes.

### **5.2 Number of children**

The kindergarten offers a place for a maximum of 25 children between 2½ and 6 years of age.

### **5.3 Parental work commitment, Kindergarten Board**

The active involvement of the parents is required to maintain the daily operation of the kindergarten. The tasks are differentiated between

- firmly assigned tasks per family, e.g. minute keeping, for which one family is responsible for the entire kindergarten year;
- the chore week (e.g. shopping and/or specific cleaning task), which is done weekly by all families in turn;
- and extraordinary actions/tasks.

Before taking on the permanently assigned task, new families must independently ask the predecessor or the Board for details of the area of responsibility if there are any uncertainties. The exchange of the task with another family shall be communicated to the Board.

Each family takes on two tasks per child.

The number of duty weeks per year per family depends on the number of families in the business year. As a rule, each family takes on the duty week 2 to 3 times a year. The costs for the purchases are reimbursed. If a family is unable to take on the duty week, it must arrange for a substitute in good time (swap).

Both the assignment of tasks and the compulsory week schedule will be announced in good time at the beginning of the kindergarten year. Participation in a working group or an extraordinary action/task does not exempt from the duty week or from the firmly assigned task. Non-compliance with the duty week can lead to exclusion (see 1.2).

The association as the provider of the kindergarten always needs three board members with the roles of Chair/family board member, HR board member and finance board member/treasurer. The basic willingness to take on a board position is assumed when joining the association. The board position is to be held for two years. The families of the board members are exempt from parental involvement. Once the position is handed over, two tasks must be taken on again. However, this is then independent of the number of children in the kindergarten and applies until the family leave the association. Subject to the decision of the general meeting, the board receives the applicable honorary allowance once a year.

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

The general meeting passes resolutions for the association. The parents' meeting serves to provide information and exchange on topics concerning the association and the kindergarten.

Attendance at Parents' Meeting and the Members' Meeting is compulsory, whereby both parents may represent each other. Reasons for absence must be communicated to the Board in good time. Non-attendance at parents' or members' meetings may lead to expulsion. (see 1.2)

## **5.5 Opening hours of the facility**

Monday to Thursday: 7:30- 17:00

Friday: 7:30 a.m. to 3:00 p.m.

## **5.6 Drop Off times**

Between 7:30 and 8:45 am. In exceptional cases (e.g. doctor's appointments), the child can be dropped off until 10:30.

The Kindergarten must be informed by 08:30 at the latest if the child is unable to come or is late.

## **5.7 Pick-up times**

- Monday to Thursday: 12:30 to 12:45; 14:30 to 14:45; 15:30 to 15:45; 16:30 to 16:50
- Friday: 12:30 to 12:45 and 14:30 to 14:45

Parents commit to bring/pick up their child on time. The child is handed over to the childcare staff at the door and collected from there. In order not to disrupt the kindergarten's routine any further, parents are requested not to stay in the children's field of vision for long periods of time. Longer conversations with the childcare staff can be arranged separately.

If the pick-up times cannot be kept, the childcare staff will have to work overtime, which cannot be borne by the association or the kindergarten. Such costs are to be borne by the family in question.

In general, only the parents are entitled to pick up the child. If the child is to be picked up by a parent's representative, the parents must inform the childcare staff in advance and indicate this on the form "Persons authorised to pick up children". Authorised persons must identify themselves to the childcare staff if they are not personally known.

The duty of supervision of the association and the persons appointed by it to look after the children in the kindergarten only begins when the child is taken over by the care staff on the premises of the kindergarten and ends when the child is handed over to the parents or persons authorised by them to collect the child within these areas. In the event of the child being handed over or collected by the parents or authorised persons outside the named premises, the association accepts no liability. This also applies to accidents on the way.

## **5.8 Availability by telephone**

In urgent or important cases, it is best to reach the care staff via the team mobile phone. If possible, please refrain from calling during mealtime and bedtime (12:00-14:00).

## 5.9 Holiday regulations

- Christmas approx. 2 weeks
- Summer holidays 2-3 weeks in August
- Easter, if applicable
- Bridge days, if applicable

The facility is closed on public holidays, Christmas Eve and New Year's Eve and in the event of significant operational disruptions.

The parents' meeting decides on further closing times. Holidays of the childcare staff outside these closing times will not be taken by more than one member of staff simultaneously, unless the kindergarten is closed (if applicable, bridge days after public holidays).

## 6 Other

### 6.1 Duty of disclosure and confidentiality

The contracting parties undertake to provide all information essential for the care of the child. Furthermore, they undertake to maintain secrecy about all matters concerning the personal sphere of the other contracting party and which, by their nature, require secrecy. This shall also apply for the time after termination of the contractual relationship. This does not apply to information that has to be disclosed to the municipal youth welfare office due to a risk to the child's well-being.

### 6.2 Loss of care staff

Parents will be informed if a caregiver is unavailable. It may be necessary for parents to stand in temporarily and free of charge. It may also be necessary to pick up the children earlier. A shortfall in the daily care time, as well as the absence of the care staff due to holidays and/or illness, does not entitle the family to a reduction of the monthly contribution.

### 6.3 Illness of the children

- If the child is unable to attend, the parents are obliged to inform the childcare staff by 8.30 am. This can also be done via the kindergarten app.
- When is a child ill?
  - from 38°C fever, *or*
  - severe cold symptoms, diarrhoea, vomiting, *or*
  - conspicuous behaviour (whining, malaise), *or*
  - typical childhood disease
- The childcare staff decides whether a child is sick and has to be picked up from the kindergarten early or is not even allowed to enter the premises in the morning.

- By signing the childcare contract, the parents agree that the childcare staff may take the children's body temperature if a fever or increased temperature is suspected.
- In the event of an outbreak of illness at the kindergarten, parents will be informed immediately. They must pick up their child immediately. Until then, the child remains at the kindergarten.
- If there is a clear outbreak of the disease at home, the child remains at home. The childcare staff must be informed.
- In the case of notifiable diseases, the Board must also be informed immediately (lice, mumps, measles etc - see Appendix 1).
- Return to the group after an illness:
  - In case of contagious diseases (such as typical childhood diseases or conjunctivitis), a medical certificate must be presented confirming that the child is no longer contagious
  - In case of other illnesses, if the child is symptom-free, especially fever-free, for at least 24 hours (because of relapse, risk of infection).

#### **6.4 Epidemic**

(e.g. lice, scarlet fever)

In the event of an epidemic or on the order of the health authority, it may be stipulated that the kindergarten be kept closed. The board may also decide to keep the kindergarten closed in the event of an epidemic. Closure of the facility in such a case also does not lead to a reduction of the childcare allowance.

#### **6.5 Office hours**

The group leader and the other teachers are available for meetings with the parents on an appointment basis. Planned conversations between the parents of a child and the group leader or the teachers take place once a year. The drop-off and pick-up times should not be used as meeting time for parents.

If necessary, the family should be available for an appointment with the educational supervisor within a reasonable time.

#### **6.6 Safety precautions**

The kindergarten is equipped with smoke detectors. Fire extinguishers and emergency kits are available in the rooms.

Care personnel must complete a first aid course. A health certificate must be available for all care personnel.

## **6.7 Insurance and liability**

- Children are insured through accident insurance (in the case of accidents: everything that the parents' health insurance does not pay for; liability: in the case of damage to objects that are not the property of the institution, damage to rented property, for example).
- Support staff: accident insurance, private liability insurance.
- Parents: private liability insurance.
- The association accepts no liability for cloakroom and personal belongings.
- See 5.7 regarding the beginning and end of the supervision obligation by the childcare staff.

## **6.8 Reference to regulations of the association**

By signing the childcare contract, the members also acknowledge the statutes and the rules of procedure of the association in the version current at the time of signing and declare their agreement with the concept of the kindergarten.

By signing the childcare contract, parents give their consent for their child to take part in excursions and other activities (e.g. visit to the playground, library, zoo) outside the premises of the kindergarten.

It is possible for the parents to withdraw this consent for the individual case. In this case, they must provide their own individual care for the child during the time of the activity, unless other care is offered by the kindergarten for this time.

## **6.9 Communication of changes**

During the existing care relationship, all changes in personal data (e.g. change of residence, new telephone number, e-mail address, divorce, etc.) must be communicated immediately to the care staff and the Board in writing or by e-mail, but not by messenger or text message.

Munich, January 2023

The Board