

General Conditions of Entry and Contract

For the day care centres of the Protestant Lutheran Church of the City of Braunschweig

Article 1

Concept and mission of the Protestant Lutheran day care centres

(1) The day care centre is offered by the Protestant Lutheran Church and is open to all parents for their children. It is a focus of clerical work. The employees work on the basis of the Christian belief.

(2) The day care centre serves for the education and care of children. It has got an own, distinctive mission of education, based on the education and orientation plan of the land of Lower Saxony. Its tasks are as follows:

- To accept, accompany and strengthen the personality of the children,
- To introduce them to socially responsible behaviour,
- To convey them to knowledges and abilities in order to support them coping with life within the possibilities of each individual child,
- To foster their experiences, creativity and phantasy,
- To foster their natural curiosity and their eagerness to learn,
- To teach them appropriately biblical stories, songs, prayers and the common experience of church services and feasts of the church year.

(3) The tasks of caring for children and of teaching and educating them cannot be separated from each other and the responsibility for this lies firstly with the parents. The day care centre of the church completes and supports this responsibility on the basis of its conception. A co-operation with the parents is therefore essential. The day care centre and the parents commit to trustful co-operation and to regular mutual information.

The co-operation of parents is particularly supported by creating parents' associations.

Article 2

Entry into the day care centre

(1) The entry of the child to the day care centre is carried out upon the criteria established by the Protestant Lutheran Church in co-operation with the parents' association. For this purpose the church obeys the Lower Saxony Law of Day Care Centres and to the directives agreed upon with the City of Braunschweig.

(2) The day care centers of the churches in the City of Braunschweig admit children from the City of Braunschweig as far as there is enough capacity. In case that there are several applications for one free position, the choice is made according to social and educational aspects.

(3) Children with mental, physical or psychological disabilities are admitted as far as the staff, room and factual capacities of the day care centre allow.

(4) Before the entry of a child, on the day of entry at latest, the parents have to present

- a.) the signed contract for care,
- b.) the signed forms handed out by the day care centre with which the parents give their consent to the participation of the children in particular events and projects,
- c.) the documents necessary for determining the fee,
- d.) the list of authorized persons for picking up the child from the care centre
- e.) the certificate of vaccination,
- f.) the direct debit authorisation for the payment of the fee.

The admittance of the child is only possible if the documents named under a) – f) are presented by the agreed date of entry, otherwise the entry can be postponed until all the documents are complete. If the documents are not presented within a month of the entry date agreed upon, the contract for care may be cancelled by the day care centre with a term of one week.

The entry of the child and the conclusion of a contract can be refused if the parents are in default with the payment of the care fee or the meal fee for the child to enter or another child with another care centre of the churches in Braunschweig.

Article 3 Fee

(1) The calculation and determination of the fee is based on the pay scale of the City of Braunschweig in its respective valid version. The fee must be graded according to the Lower Saxony Law of Day Care Centres for Children in consideration of the income height, the number of children of the family as well as the care form and times.

(2) In case of increase of the fees by the City of Braunschweig the parents have the right to sign off their child without keeping the term of notice.

(3) The costs for lunch in the care centre are not included in the fee. They are charged monthly in addition to the care fees.

The obligation to pay for the meal is valid for the period the child is registered for lunch in the care centre, irrespective of the fact if the child takes part in the lunch or not. The same is valid for the contractually agreed closure time.

Claims of recompensation of the meal fees in reasonable cases are decided upon by the Protestant Lutheran Church on application.

If the meal fees are not paid during two months, the child can be excluded from lunch.

(4) If the care centre determines an additional food rate irrespective from the usual lunch fee, this will also be charged monthly. On signing the contract for care, the parents agree upon the payment of the additional food rate determined by the care centre and which they are informed about when registering the child.

Article 4 Payment of the fee

(1) The care fee and the lunch fee have to be paid monthly in advance, usually by the 5th business day of each month. The payment for the month of entry is due with the conclusion of the contract. The parents are liable as joint debtors towards the Protestant Lutheran Church. In case that the parents are in default with the payment of the fee for more than 2 months, partly or wholly, the Church has the right to cancel the contract according to article 12 paragraph 1.

(2) The fee has to be paid for the whole year (1st August until 31st July), also during holidays, the period of acclimatisation of the child as well as during illness times. The closing time and periods of absence mentioned in article 6 do not relieve from the obligation of payment.

(3) The parents are obliged to give any information necessary for the calculation of the monthly payment and in individual cases to document if requested. If the correct amount of the payment cannot be determined because of missing or incomplete information, the institution will charge the maximum amount. The parents agree that the personal data necessary for the determination of the fee is passed on to the City of Braunschweig for this limited purpose. The parents commit to the payment of a fee on the basis of a self-assessment, at least to the payment of the minimum premium of the payment rate of the City of Braunschweig until the final amount has been determined. Extra costs, i. e. for excursions, drinks, special events are not included in the fee. They will be collected separately after the parents have been informed.

(4) Usually the fee is collected through the direct debiting system of the administration office of the Protestant Lutheran Church of Braunschweig which the parents have to give an authorisation for. Forms for the direct debit authorisation are available from the care centre management. Payment by bank transfer has to be effected to the account of the Protestant Lutheran Church of Braunschweig. For this purpose it is absolutely necessary to quote the name of the child and / the day care centre.

Article 5

Care programme and opening hours

(1) The care centre opens Mondays to Fridays and has following day care programmes and opening hours.

Creche for children between 1 and 3 years

Two-third group (6 hours)	____ - ____ until ____ - ____ o'clock
Full-time group (more than 7 hours)	____ - ____ until ____ - ____ o'clock
family group	____ - ____ until ____ - ____ o'clock

Kindergarten for children between 3 and 6 years

Kindergarten von 3 bis 6 Jahren

Morning group (4 hours)	7.30 until 12.00 o'clock
Morning group/middle 1(5 hours)	____ - ____ until ____ o'clock
Morning group/ middle 2 (6 hours)	____ - ____ until ____ o'clock
Afternoon group (4 hours)	____ - ____ until ____ o'clock
Full-time group (more than 7 hours)	7.30 until 16.30 o'clock at latest

Care programme for primary school children

After school care (4 hours)	12.30 until 16.30 o'clock
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The offer for the after-school-care programme also includes care during the school holidays from 7.30 until 16.30 o'clock.

Special opening hours

Morning/ noon/ afternoon	____ - ____ until ____ - ____ o'clock
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Changes in the opening hours determined by the Church and the parents' association are made public two months in advance.

(2) Each child should be at the day care centre by 8.30 o'clock in order to have enough time for educational work and common experience and to avoid disturbances through new arriving children. A punctual pickup is also requested.

(3) For changing from creche over to the kindergarten, from kindergarten over to the after-school-care or into a school children group in primary school it is necessary to register in advance and to make a new contract for care.

(4) As far as educational aspects make it necessary, the care centre management can change the care hours during the first month after entry. The parents do not have a right of recompensation of the fee for the respective period in this case.

Article 6 Vacation / closing time

(1) During the summer holiday the day care centre is usually closed for 3 weeks, as well as between Christmas and New Year and when there are further education measures (up to 2 days per period). The exact closing times are communicated in due time.

(2) In case of illness of staff members the Church has the right to close the care centre for a short time if sufficient surveillance and care cannot be guaranteed, e.g. in case of infectious diseases or other urgent official reasons. The parents will be informed about the reason and the expected closure time as soon as possible.

If the care centre is closed by instruction of the health authorities or for the reasons mentioned afore, the parents do not have the right of admission to another care centre or of compensation.

Article 7 Regulations in case of illness

(1) Children with an acute illness cannot be cared for in the centre. For the duration of their illness they may not visit the facility.

(2) The day care centre has to be informed within three days in case of an infectious disease (according to the German Law of Protection Against Infections, see leaflet from the health office) even if the breakout is at home, e.g. chickenpox, scarlet fever or pertussis, etc.

(3) After overcoming the infectious disease it can be necessary to present a medical certificate to the day care centre. Here, too, the respective regulations of the German Law of Protection of Infections is valid.

(4) The administration of medicine can only be effected in individual cases upon medical order and written consent of the parents.

Article 8 Informing the day care centre

(1) If a child is ill or missing for another reason, the supervisor of the day care centre has to be informed immediately, within 3 days at latest.

(2) In order to ensure a short-time contact with the parents, every change in the address, the business and private telephone number / mobile number as well as the health insurance and changes concerning the right of care of the child have to be communicated immediately to the supervisor of the day care centre.

The church is not liable for damages occurring due to not-effected communication.

Article 9 Surveillance

The obligation of surveillance of the staff members is valid for the time of the child's presence at the day care centre including excursions, walks, visits and so on. It starts with the taking over of the child through the pedagogical staff and ends with the handing out of the child to the parents or a representative.

For the way from and to the day care centre, the responsibility of surveillance lies with the parents. Other persons than the parents may only pick up the children from the care centre if the kindergarten has a written consent from the parents.

The person authorized must be at least 14 years old. With the parents' prior written consent the care centre can make exceptions in individual cases whereby the age and status of development of the child and the episode on the road have to be taken into account.

Article 10 Accident insurance

(1) The children in the day care centre are insured according to the German Social Law, article 2, paragraph one, number 8:

on the direct way to and from the day care centre

during their stay at the day care centre

during all events of the day care centre outside its premises (walks, festivities and the like)

(2) The protection of the legal accident insurance is only valid for damages to persons, not for material/property or for the compensation of immaterial damage.

(3) All accidents which happen on the way to and from the day care centre and which are persued by a medical treatment have to be communicated immediately to the day care centre so that a claims settlement can be set off.

Article 11 Deregistration

(1) The day centre year is from 1 August until 31 July of each year. Deregistration is only possible to the end of a care centre year. It has to be effected at least 4 weeks before the end of a year in written form. The same is valid for the case that another care time or care offer is needed.

(2) In reasonable cases it is possible close a contract on the earlier termination of the contract or the change of the care hours to the end of a month.

(3) The fee has to be paid until the deregistration becomes effective respectively the contract of care has been terminated.

Article 12 Termination of the contract

(1) The care contract can be terminated by the parents and by the Church the end of a month with a term of notice of a month, if

- a contractual partner does not fulfill his obligations stipulated by the care contract or does not fulfill his obligations entirely despite a written reminder,
- the confidential co-operation is demonstrably malfunctioning,

- the child needs support which the care centre cannot provide despite intensive efforts.

(2) In cases where the continuation of the care is not reasonable due to severe reasons until the term of notice ends, both contractual partners have the right to terminate the contract without prior notice.

(3) The termination has to be done in written form. The obligation of payment persists for the duration of the term of notice.

Article 13 Termination through the Church

- (1) Apart from the rights of termination regulated by article 12, the Church has the right to,
- a) terminate the care contract to the end of a month with a term of notice of one month, if the care offer cannot be maintained due to structural changes or amended operating license (e.g. closing of groups or changes in the care hours)
 - b) terminate the care contract to the end of a month with a term of notice of one month, if the parents are partly or wholly in default of the payment for two months
 - c) terminate the contract without prior notice, if a child has been verifiably and continuously absent for 4 weeks without the care centre being informed.

(2) The termination of the contract by the Church has to be effected in writing. The parents' obligation to pay the fee continues until the end of the term of notice.

Article 14 Exclusion of liability

The care centre is only liable for damage or loss of clothes or other things which the children have taken to the care centre in case of deliberate or grossly negligent behaviour of its staff members.

Article 15 Data protection

The collection of personal data as well as its processing and usage correspond to the German Law of Church about Data Protection (DSG-EKD), especially according to article 27, paragraph 3 in connection with articles 61 to 68 of the German Children and Youth Assistance Law (KJHG/SGB VIII) in their respectively valid versions. (The stipulations can be seen in the care centre)

Article 16 Contract for care

(1) The above mentioned general terms of entry and care become part of the care contract which has to be signed by the parents and the Church on the day of entry of the child at latest.

(2) The Church may amend the General Terms of Entry and care according to dutiful discretion within the limits of the laws and administrative regulations. The amendment is obliging to the parents, if they do not object in writing within two weeks after the amendment has been announced. The church community will hint at the meaning of the right of objection and the period of objection.

In case that individual stipulations of the General Terms of Entry and the contract be or become void this does not influence the effectiveness of the other stipulations.

Article 17
Taking effect

The General Terms of Entry and contract for the Protestant day care centres come into force from 1st January 2010 and detach the regulations afore.

Braunschweig, 1st March 2010, meeting of the parish council