

Daycare Agreement

(Update: 07/2023)

The following Daycare Agreement is hereby concluded between the guardians

Name (mother) _____

Post code _____ City _____ Street/house no. _____

Phone no./mobile no. _____ email _____

Name (father) _____

Post code _____ City _____ Street/house no. _____

Phone no./mobile no. _____ email _____

and the child minder

Name _____

Post code _____ City _____ Street/house no. _____

Phone no./mobile no. _____ email _____

The child minder has a care permit as legally required under § 43 SGB VIII (Social Code)

to provide daycare for the following child(s):

Name _____ born on _____

Name _____ born on _____

Post code _____ City _____ Street/house no. _____

The child is / children are / officially registered at the indicated address!

1. Scheduling agreement

Daycare will start on: _____

The following daycare times have been agreed and must be respected:

Monday	Time from:	to:
Tuesday	Time from:	to:
Wednesday	Time from:	to:
Thursday	Time from:	to:
Friday	Time from:	to:
Saturday	Time from:	to:
Sunday	Time from:	to:

Due to the need for flexible daycare, no specific schedule can be indicated. The child regularly attends daycare on different days for a total of _____ hours a week.

The daycare arrangement - whether indicated as fixed or flexible - corresponds to scheduling category: _____

The scheduling category is always defined by 5-hour increments as follows:

(Cat. 1 = 5 hrs. only in addition to daycare facility (Nbg) / Cat. 2 = 10 hrs./ cat. 3 = 15 hrs./ cat. 4 = 20 hrs./ cat. 5 = 25 hrs./ cat. 6 = 30 hrs./ cat. 7 = 35 hrs./ cat. 8 = 40 hrs./ cat. 9 = 45 hrs./ cat. 10 = 50 hrs.)

The guardians are responsible for dropping off and picking up their child on time.

2. Acclimation period

Daycare attendance begins with the acclimation period.

The acclimation period typically takes two weeks and is arranged individually. During the acclimation period, both parties have a special termination right. This means that the agreement can be terminated without providing specific reasons and without advance notice. In such case, the daycare provided would be billed through the youth welfare office according to the exact number of hours.

The acclimation period will take place from _____ until _____ .

3. Schedule changes

The contract partners must discuss and mutually coordinate any schedule changes in a timely fashion. Schedule changes must be made in writing, in the form of a new scheduling agreement. Schedule changes can only be made from no later than the **15th of the current month until the 1st of the following month** and can only be made for an entire month.

The child minder must submit the change notification to Tagespflegebörse Nürnberg on time.

4. Pick-up authorization

In addition to the legal guardians, the following persons are also authorised to pick the child up from daycare:

(Surname, given name, phone number, address, relation to the child: aunt, neighbour, etc.)

1. Name _____

2. Name _____

3. Name _____

Authorised pick-up persons must show identification the first time they come to the daycare. Any subsequent changes must be indicated along with the date.

5. Daycare services

The child minder undertakes to fulfil the support task requirements, as per § 22 SGB VIII (Social Code), with regard to responsible care and provision for the child during the agreed daycare hours. Guardians and child minders shall discuss and coordinate all childcare-related issues between themselves.

Childcare includes caring and providing for the child, keeping the child safe and providing the means for child-appropriate play and behaviour. During the time that the child is in care, the child minder assumes the duty of child supervision (§ 832 BGB (German Civil Code)).

The child minder is familiar with the fundamentals of child safety. He/she undertakes to do all that is necessary in order to keep the child safe from harm and shall contact Tagespflegebörse Nürnberg in case of any evidence of child endangerment as defined by § 8a SGB VIII (Social Code) (for example, injuries without plausible explanations, malnutrition or lack of hygiene, etc.). This also applies to other persons involved in the child's care.

If the child is in imminent danger, the child minder must notify the Allgemeiner Sozialdienst (General Social Services). The parents will be informed accordingly.

Daycare is to be provided by the child minder him/herself. Other persons may only assist with daycare (only in the presence of the child minder) with prior permission from the guardians. This must be confirmed in writing. Daycare will be provided with assistance from:

1. Name _____

2. Name _____

Daycare will be provided in the following rooms of the facility:

The rooms are kept properly heated, ventilated and clean as appropriate for spaces in which children are housed.

Daycare includes the provision of food and beverages in the required amounts, at the usual times. The selection and quality of the food shall be agreed upon at the time of contract conclusion.

The child minder shall ensure that the child eats and drinks enough. In case of difficulties, he/she shall notify the guardians.

The daycare centre shall accommodate a maximum of _____ children (not counting the child minder's own children), at any one time.

The child minder holds both the legally required accident insurance and a liability insurance policy for their child minding work and shall provide proof of same to the guardians, upon request.

The children themselves are covered under statutory accident insurance (§ 2 Para. 1 No. 8a SGB VIII).

6. If the child falls ill

The guardians are required to notify the child minder immediately if the child falls ill and to let the child minder know what the child is sick with and how long the illness is expected to last.

If the child is unable to attend daycare due to illness (e.g. in case of fever, risk of contagion, ...), the guardians shall be responsible for the child's care.

The child minder has the right to refuse to take the child into their care if the child is ill. If he/she nonetheless agrees to mind the sick child, despite the risk of contagion, he/she must obtain prior permission from the other parents. In case of doubt with regard to the risk of contagion, the guardians must provide a doctor's note upon the child minder's request.

In case of emergencies/acute illness during daycare hours, the child minder is obligated to undertake the necessary emergency measures and to notify the guardians.

The guardians shall provide the following information, to be used in case the child falls ill or is injured while at daycare:

Health insurance: _____

Membership number: _____

Family physician/pediatrician: _____ Addr. & tel. _____

Emergency number: _____

Information/instructions pertaining to illnesses and/or the administration of medications (medical prescription and treatment plan required!) as well as procedures in case of tick bites:

additional information is annexed to this document

If the child begins to show signs of illness while at daycare, the child minder must ensure that the child is transferred to the care of their guardians or another authorised person. If a child is absent from daycare due to illness, the guardians are still required to pay their dues as usual.

7. Vaccination

By signing this contract, the guardians confirm that they have received the leaflet "Geimpft – geschützt in Kindertageseinrichtungen und Kindertagespflege" ("Vaccinated – protected in daycare centres and nurseries" from the child minder and that they have read and understood the information.

8. Other daycare agreement stipulations

The following is a list of separate contract provisions: **mark and complete**

	yes	no	Stipulations on:
taking the child for car rides, in an age-appropriate child seat			
use of public playgrounds			
excursions			
swimming pools			
help with homework			
sweets			
television			
computer usage			
other			

The daycare centre currently houses the following pets/animals:

9. Costs of daycare

In accordance with § 23 SGB VIII, the child minder is **entitled to an ongoing payment** for their material costs and childcare services provided to the Nuremberg youth welfare office.

Under § 23 Para. 2 No. 1 SGB VIII, this ongoing payment includes (but is not limited to) a refund amount to compensate appropriate expenses incurred directly in conjunction with a child's daycare (material costs).

The guardians shall be prompted by the youth welfare office to make a monthly daycare contribution based on a consolidated cost assessment. The amount of this fee shall be based on the number of daycare hours per week and is currently set at 2.20 EUR per hour of daycare. The guardian(s) signing this agreement is/are liable for this payment.

The guardians shall be liable for paying this fee in full for the entire month scheduled, even if the child is unable to attend daycare (e.g. due to the child or the child minder being ill or due to the child minder being on holiday).

If the guardians are unable to afford this fee due to insufficient income, they can **apply for a fee waiver through Youth Welfare Assistance.** The application must be submitted, along with the required docu-

mentation, to the Nuremberg youth welfare office, Dietzstr. 4, 90443 Nürnberg or through Tagespflegebörse Nürnberg, Maxfeldstraße 23, 90409 Nürnberg.

10. Child minder absences and substitute daycare

If the child minder is absent, e.g. due to illness or holiday, the public payment benefit shall continue to be paid out for a maximum of 20 days – starting from a 5-day week worked by the child minder – in the calendar year. Any additional absence shall be deducted from the daily daycare payment pro rata.

The child minder is required to notify the guardians and Tagespflegebörse Nürnberg of their absences promptly.

The child minder and guardians shall coordinate their holiday times with one another. This should be done as early as possible – at the start of childcare and/or the start of the calendar year.

If it is not possible to coordinate holiday times (e.g. due to probation periods, training or occupational retraining/advanced training), the guardians can request a substitute daycare placement by submitting proof of their circumstances to Tagespflegebörse Nürnberg.

The guardians continue to pay the parental contribution fee, as stipulated by the youth welfare office, for this period.

If the guardians have to take time off work due to the child minder being ill or for other reasons, **a substitute daycare arrangement can be provided if necessary, at no additional cost.** At the start of daycare attendance, the necessary arrangements must be discussed and arranged between the guardians and the child minder. The substitute daycare is generally from Monday to Friday, during the hours of 8am to 4pm (excluding holidays).

Substitute daycare is provided primarily through mutual substitution in the established networking groups. In order to acquaint the daycare child with the substitute child minders, the regular child minder shall attend the networking meetings at least once a month.

To optimise networking implementation, the guardians can also be involved in the initiation of substitutes.

Should there be no substitute available within the child minder's networking group, a "standby daycare space" can be arranged with the child minders listed below:

1. Claudia Ferstl-Daberkow, Tel. 0176/43597524, Neulichtenhof
2. Elisabeth Fischer, Tel. 0911/521147, Ziegelstein
3. Angelique Vichi, Tel. 0176/26330075, Werderau
4. Selina Smolka, Tel. 0157/37242112, Gärten h d Veste

To request standby daycare, the guardians must contact these child minders directly no later than 7pm on the day before the substitute daycare is needed.

11. Terminating the daycare agreement

The daycare agreement can be terminated by the guardians and/or the child minder **at the end of a month, with four weeks'** notice. The termination must be made in writing.

IMPORTANT: During the summer months, the **last date by which a daycare agreement can be terminated is May 31 – after this date, the next opportunity to terminate daycare is not until August 31.**

The termination of the daycare agreement must be made in writing, in the form of a change/termination notice. This notice must be submitted to Tagespflegebörse Nürnberg by no later than the 15th of the month in which daycare will be ended.

In case of serious grounds, the daycare agreement can be terminated without prior notice. Serious grounds exist if it is unreasonable for the terminating party to continue the daycare agreement until the end of the termination notice period, given all the circumstances of the individual case. Tagespflegebörse Nürnberg must be informed immediately of these circumstances.

The contract partners shall use the last two weeks as a transition period to prepare the children for the coming separation as best they can.

12. The guardians' reporting responsibilities

The child minder must be notified **immediately or as soon as possible**

- in case of a move or change of residence
- in case the child has an official change of address
- if the child cannot come to daycare (holiday, treatment, illness, ...)
- if the child's family environment changes (e.g. change of custody)
- if the child is legally recognised as having or no longer having a disability
- in case of a change in availability by phone
- in case of a change of authorised pick-up persons or emergency contacts

13. Consent

The child minder is permitted to record images and videos in everyday situations during daycare hours.

The guardians **consent** / **do not consent**

These images and videos shall be for personal use only (portfolios, photo albums, picture frames, etc.).

With regard to publication in other media, e.g.

design concept, I consent if consulted first I do not consent

homepage, I consent if consulted first I do not consent

flyers, I consent if consulted first I do not consent

Any other publication is subject to prior authorisation from the guardians.

14. Confidentiality

The guardians and the child minder undertake to maintain confidentiality over any and all matters pertaining to the personal life of their family. This shall still apply after the termination of the daycare agreement. Excluded from this rule is any information reported to the Allgemeiner Sozialdienst (General Social Services) in case of suspicion of child endangerment as per § 8a SGB VIII.

15. Contract issuance

Each contract partner shall receive a written copy of this contract, including any appendices to the contract.

Miscellaneous

Any additional agreements must be made in writing. If any portions of this contract are stricken/modified, this shall not affect the validity of the remainder of the contract. If any individual provisions of this contract are/become invalid, this shall not void the contract as a whole or any other portions of the contract. Provisions struck from the agreement shall not be accepted as void unless the revision is made in both the guardian's copy and the child minder's copy.

Any changes to the daycare agreement, particularly the daycare times and revocation of consent, must be made in writing.

City/date _____

City/date _____

Signature of the child minder

Signature of the guardian

Appendix

Information on data protection under Art. 13 of the General Data Protection Regulation (GDPR) for home daycare

The child minder responsible for the processing of your data is:

Mr./Ms. _____ .

The child minder indicated above can be contacted as follows:

- by the post: _____
- by phone: _____
- by fax: _____
- by email. _____

Your information is required in order to

- conclude a daycare agreement,
- provide your child with comprehensive care,
- request public funding under § 23 SGB VIII.

For the purposes of daycare provision, you agree to the collection of personal data pertaining to you and your child. This consent refers expressly to the collection of health-related data in accordance with Art. 9 DS-GVO for the purpose of your child's daycare.

You provide your information on a voluntary basis. If you do not provide information or provide incomplete information, I will be unable to issue your daycare agreement. I will save the information provided by you

- in hard copy
- electronically.

In conjunction with my duties as a child minder, with your permission, I will be sharing your information with the relevant youth welfare office, the statutory accident insurance provider (e.g. in case of accident reports) or other relevant bodies, e.g. Tagespflegebörse Nürnberg.

I will only store your data for as long as I need them. The statutory retention period is 10 years; thereafter, the data are deleted/destroyed.

You have the following rights:

- You can request **information** on any personal data of yours which I have stored.
- You can request that I provide you with a **free copy** of these data.

Please turn over

- You can request that I **correct** your data if they are incorrect.
- You can request that I **complete** your data if they are incomplete.
- You can request that I **delete** your data if I no longer need them. This could apply, in particular, if you revoke your application for child daycare through me or decline the processing of your data.
- You can request that I **restrict** the processing of your data. In particular, you can do this if you have requested that your data be corrected and it has not yet been determined if the data are, in fact, incorrect.
- You can **withdraw** your consent to the processing of your data at any time. However, withdrawal of consent shall not have any retroactive effect. It shall not render the processing of your data prior which took place prior to the withdrawal of consent illegal.

You can file a **complaint** against me through the state Data Protection Authority for the German state of Bavaria www.lda.bayern.de.

Date, signature of legal guardian

Date, signature of legal guardian