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## **Kindergarten statute**

Kinderhaus "ganz schön frech"

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## **§ 1**

### **Legal basis**

The childcare facility is managed in accordance with the statutory provisions of the Bavarian Child Welfare and Education Act (BayKiBiG) under the relevant legal bases. The facility serves the education and care of children. The childcare facility is under the sponsorship of AWO Kreisverband München-Land e.V. (hereinafter: "provider")

## **§ 2**

### **Admission criteria**

1. Children of all nationalities and religions are accepted.
2. Eligible for admission are children from the age of 2.5 until compulsory entry in school.
3. The Kindergarten is primarily open to children of employees of Helmholtz Zentrum München. In addition to consideration of available places, external children may be admitted after consultation with the Human Resources Department of the Helmholtz Zentrum München. Children whose legal guardians are not employed at the Helmholtz Zentrum receive one contract for a day nursery year with the option of an extension. Children whose parents quit their work at the Helmholtz-Zentrum München, become guest children, and the contract ends at the end of the respective nursery year.
4. The order of admission of the children is determined by the Human Resources Department of the Helmholtz Zentrum München.

## **§ 3**

### **Registration**

1. A reservation/registration for admission takes place at the facility management. This is possible in principle all year around during the operating time of the Kindergarten.
2. The applicants are obliged to provide truthful information, especially about the child and the persons entitled to custody, when registering. The registration takes place via the online portal of the AWO Kreisverband München Land e.V. - see link on the homepage [www.awo-kvmucl.de](http://www.awo-kvmucl.de). The registration by means of a form is still possible and is accepted by a staff member of the childcare facility.
3. To confirm the information in the booking voucher further documents may be required.
4. All personal information will be kept strictly confidential and subject to the provisions of the EU General Data Protection Regulation.

## **§ 4**

### **Admission**

1. New admissions will be made according to availability of facility places.
2. The admission of the child will be confirmed in writing to the person entitled to custody.

## **§ 5**

### **Kindergarten year**

The Kindergarten year starts on 1 September of each year and ends on 31 August of the following year.

## **§ 6**

### **Opening hours**

1. The opening hours of the Kindergarten are regulated in the fee Statute.
2. The opening hours can be changed as needed and after consultation with the Human Resources Department of Helmholtz Zentrum München.
3. The parents' council will be informed and heard regarding the design of the opening hours.
4. Persons entitled to custody undertake to bring and collect their child on time and on a regular basis as part of their obligatory educational, training and care time. If the child is prevented from attending the Kindergarten, this must be reported to the management immediately.

## **§ 7**

### **Closing times**

1. The closing times are - according to a hearing with the parents' council - are usually during the Bavarian holiday periods.
2. Persons entitled to custody will be notified of the closing times in good time.
3. The Kindergarten may also be temporarily closed by order of the authorities or for other compelling reasons. A refund of fees is not possible in this case.

## **§ 8**

### **Fee Statute**

The amount and method of payment of the attendance fees and other fees as well as their due date are regulated in the fee Statute. The fee Statute is part of the Kindergarten Statute.

## **§ 9**

### **Attendance fee reduction**

The management of the Kindergarten shall inform the persons entitled to custody about the conditions for claiming a reduction of the attendance fee.

## **§ 10**

### **Use of food offer**

1. The children are offered a lunch.
2. Attendance of the Kindergarten includes mandatory use of the food offer.

## **§ 11**

### **Accident insurance**

All admitted children are insured during attendance at the Kindergarten. The statutory accident insurance provider is responsible in the event of accidents involving children in childcare facilities (§ 2 (1) no. 8 a SGB VII).

Insurance cover exists:

- On the direct way to and from the Kindergarten.
- While attending the Kindergarten.
- At events as well as at undertakings of the Kindergarten.

Claims to statutory accident insurance protection require a written accident report.

The statutory accident insurance also includes educators, trainees, other employees, part-time employees, assisting parents, parents' councils of the Kindergarten and other volunteers.

## **§ 12**

### **Supervision**

The provider is responsible for supervision for the duration of attendance at the Kindergarten and at events of the facility. This begins when the child has been transferred by the parent or guardian to a pedagogical assistant. The responsibility for supervision ends when the child is handed over to the custody of a person entitled to pick up the child.

## **§ 13**

### **Liability**

For loss, mix-ups and damages regarding clothing well as other valuables no liability is accepted as far as there is no intention or gross negligence on the part of the Kindergarten.

## **§ 14**

### **Illness**

1. The kindergarten looks after children who are free from acute illnesses and who are in a position to participate regularly in the activities of the facility.
2. In particular, children suffering from a communicable disease should not attend the facility for the duration of the illness. This restriction of attendance applies to all cases of suspected or confirmed illnesses of the type listed in the leaflet "Protecting against infections together: Instructions for parents and other guardians". (The leaflet is attached to the statute)
3. This restriction of attendance also applies if infectious diseases occur in those who cohabit with the child (see leaflet).
4. This restriction of attendance in the event of suspected or confirmed infectious diseases and readmission to the activities of the childcare facility are regulated by the provider's leaflet entitled "Health and illnesses in children". As a guide, the "Recommendations for readmission in community facilities" of the Bavarian State Office for Health and Food Safety are included.
5. Illnesses are to be reported to the facility without delay, stating the cause of the illness and its probable duration.
6. According to § 28 Infection Protection Act (IfSG), the competent authorities may order the closure of the facility.

## **§ 15**

### **Termination by the persons entitled to custody**

1. Termination by the persons entitled to custody is possible with a notice period of one month to the end of the next month.
2. Termination of childcare during the facility year is possible until 31 May (latest notice date: 30/04.) and then again until the end of the facility year 31 August (latest notice date: 31/07). Exceptions are only permitted when persons entitled to custody change residence to another municipality or change employer. (Termination of employment at Helmholtz Zentrum München).
3. Termination requires the written form.

## **§ 16**

### **Termination by the provider**

1. Termination by the provider is possible with a notice period of one month to the end of the next month.

2. For serious violations of facility and fee Statute, termination may occur with immediate effect.
3. Termination requires the written form.

## **§ 17**

### **Cooperation of persons entitled to custody**

1. Effective care and educational work in the Kindergarten depends crucially on the trusting cooperation and participation of the persons entitled to custody.  
Persons entitled to custody should therefore visit parental events on a regular basis and arrange and keep appointments for development discussions.
2. According to the Bavarian Child Welfare and Child Care Act (BayKiBiG), persons entitled to custody have the right at the beginning of the Kindergarten year to elect a parents' council (see Article 14, par. 3-7 BayKiBiG).  
The parents' council is intended to promote cooperation between persons entitled to custody, the childcare facility, providers and communities. The parents' council is informed regularly and consulted.

## **§ 18**

### **Participation/reporting obligation of persons entitled to custody**

1. Persons entitled to custody undertake to provide truthful information when registering/admitting the child and to submit confirmatory documents upon request.
2. During the ongoing care relationship, the persons entitled to custody are obliged to inform the facility management without delay of any change in data or details provided. This applies in particular to a move to another municipality. If a corresponding notification does not occur within a maximum period of 3 months, the provider can assert claims for damages against the persons entitled to custody.

## **§ 19**

### **Scope/entry into force**

The Statute for the named facility enters into force on 1 September 2021.

Munich, 19/07/21

AWO Kreisverband München-Land e.V.



Michael Germayer  
Managing Board Member