

General Terms of Use (ANB) for the day-care centers of the Studierendenwerk Thüringen

According to the Thuringian Act on the Education, Upbringing and Care of Children in kindergartens, other day-care centers and in day care as the implementing law to the Eighth Book of the Social Code (Thuringian Kindergarten Act -ThürKigaG-) of 18 December 2017, the administrative board of the Studierendenwerk Thüringen decided the following General Terms of Use in its meeting on 29 September 2020:

§ 1 Scope of application

- (1) These General Terms of Use apply to the day-care centers of the Studierendenwerk Thüringen, hereinafter referred to as Stw.

§ 2 Tasks (basic principles)

- (1) The tasks of the day-care centers are determined by the provisions of the Thuringian Kindergarten Act (ThürKigaG) and the Thuringian Ordinance on Day-Care Centers (ThürKitaVO).
- (2) The day-care centers have a complementary educational, upbringing and care mission and enable the children to gain experience beyond the family. The basis for the entire work is the Thuringian Education Plan in its current version and the binding pedagogical concept of the day-care center.
- (3) The educational and teaching mission includes in particular
 - the promotion and support of the child's age-appropriate and development-specific overall development,
 - the acquisition of social skills concerning independence, responsibility and community spirit, tolerance and acceptance of other people, cultures, and lifestyles,
 - the encouragement of creativity and imagination.

§ 3 Group of authorized persons

- (1) Authorized users of the day-care centers of the Stw are:
 - a) Students' children,
 - b) Children of employees, visiting scholars, scholarship holders of the state institutions listed in § 2 ThürStudWG as well as children of employees of the Stw,
 - c) Children of third parties in the respective community.
 - d) Furthermore, it is possible to admit children living in another town or city due to the right of request and choice according to § 5 ThürKigaG, provided places are available and the Jugendamt (youth welfare office) or the respective municipality/city has agreed.
- (2) The day-care centers of the Stw give priority to siblings in the context of family friendliness.

§ 4 Support / scope of support

- (1) The day-care centers are open 10 hours a day from Monday to Friday.
- (2) If staffing is no longer possible in accordance with § 16 (2) ThürKigaG due to a massive shortage of personnel (e.g. due to illness of the employees) and no adequate alternative can be found promptly, the opening hours of the day-care centers are reduced accordingly. In this case, first the elected parent representatives are informed by e-mail and at the same time all parents are informed by a announcement on the

notice board. A report on the " special incident" is sent to the Thuringian Ministry for Education, Youth and Sports and the responsible Jugendamt (youth welfare office).

- (3) The persons having custody (hereinafter referred to as parents) have the possibility to choose from different levels of care. We offer part-time places of 5 or 6 hours and full-time places up to 10 hours, depending on the location.
- (4) Parents must ensure that their child is brought to and collected from the day-care center during opening hours.
- (5) The staff's duty of supervision begins with the personal child's release to the person in charge and ends with the return of the child to a person authorized to collect it.
- (6) When admitting the child to the day-care center, the parents shall declare in writing who, apart from them, is authorized to pick up the child. Persons who are authorized to pick up the child must identify themselves at the time of meeting the child.
- (7) If a child has not been picked up at the end of the opening hours, the following procedure shall apply:
 1. Parents are being contacted by telephone.
 2. Other persons authorized to pick up the child will be contacted.
 3. When the contractually agreed upon care time is exceeded, a fee of €20.00 per 30 minutes or part thereof will be charged, unless other amounts apply in the fee statutes/support guidelines valid at the location.
 4. If the child has not been picked up one hour after the end of opening hours, the teacher will take the child to his/ her own home. Parents will be informed appropriately (telephone, e-mail, etc.)
 5. The parents must pay the costs incurred in such a case (cab, etc.) as well as a lump sum of € 25.

§ 5 Admission

- (1) According to § 18 para. 1 ThürKigaG, when a child is admitted to a day-care center, the parents must submit a medical or official medical certificate confirming the child's health suitability for attending the day-care center. This certificate must not be older than four weeks. Proof of counseling to complete the recommended vaccinations (measles, whooping cough, mumps, rubella, diphtheria, tetanus, poliomyelitis) must be provided.
- (2) Measles protection: According to the provisions of the German Protection against Infection Act (IfSG9), in its current version, the effectiveness of the care contract depends on the parents presenting the following to the management of the center by the agreed date of admission of the child:
 - a vaccination record or a medical certificate stating that the child to be admitted has sufficient protection against measles in accordance with the IfSG, or
 - a medical certificate stating that the child to be admitted is immune to measles or cannot be vaccinated due to a medical contraindication, or
 - a confirmation issued by a government agency or the management of another institution/center subject to the IfSG that one of the above proofs has already been provided.
 - All children who were already being cared for in the centers on 1 March 2020 must provide proof by 31 July 2021.
- (3) Admission takes place after conclusion of the care contract. Components of the care contract are the General Terms of Use (ANB) and the house rules of the individual day-care centers in the current version. When the parents sign the contract of care, they simultaneously accept the ANB and the house rules.
- (4) The parents assure that the information provided by them within the scope of the conclusion of the contract regarding their person, the child's person and other

circumstances relevant to the contract is complete and correct.

§ 6 Changes

- (1) Changes to the care time are only possible on the 1st of the month, whereby the change must be notified to the day-care center by means of a change notification at least four weeks in advance.
- (2) All changes of personal data, such as parental custody, birth of a sibling, change of residence and/or workplace, address or telephone number must be reported immediately and without request by means of a change notification to the head of the day-care center.

§ 7 Collection of fees / Due date

- (1) The contribution year corresponds to the day-care center year. It begins on 01 August and ends on 31 July of the following year.
- (2) For the use of the day-care centers, the parents of the children/guest children are required to pay a parental fee in accordance with the fee statutes/support guidelines valid for the day-care center in question. Should these guidelines not contain any statement regarding guest children, the following applies:

for children under 3 years	20 euros per day
for children older than 3 years	10 euros per day.

Contributions are first fixed at the beginning of the contract and then recurrently at the beginning of the new day-care center year for a maximum period of 24 months. The basic or maximum amount is determined according to the fee statutes / funding guidelines valid for the day-care center in question.

- (3) A reduction of the basic or maximum amount is possible on application. For this purpose, the "Application for a reduction" must be submitted together with the necessary and suitable evidence in accordance with the fee statutes/ guidelines valid for the day-care center in question by no later than the month in which the contract commences. Subsequent applications must be submitted to the Stw by 31 May of the current contribution year for the next contribution year. Should the evidence not be submitted in due time or not completely, the maximum amount according to the fee statutes of the respective municipality/city is valid until the month in which the application is completely submitted.
- (4) For the care of a child with habitual residence in Thuringia, no care fee is charged in the period of the last 24 months prior to his or her regular start of school (in each case the first day of school for all children of school age according to § 18 para. 1 Thuringia School Act). When this child has been deferred from compulsory schooling according to § 18 para. 3 of the Thuringian School Act, the exemption from the payment of a childcare fee is extended until the day before his or her first day of school.
- (5) The user fee will only be charged in the month in which the parental contribution exemption begins until the day before the beginning of the respective parental contribution exemption. For this purpose, the monthly amount to be paid in each case is divided by 30 days and multiplied by the number of days in the respective month from the 1st of the month up to and including the day before the start of the parental contribution exemption.

It is not necessary to submit a new application according to paragraph 1 No. 3. The application and the income of the previous calendar year shall be used to determine the parental contributions for the pro rata days before the start of the exemption from parental contributions.
- (6) The contributions shall also be paid if the day-care center is closed on public holidays or for other reasons or if the child cannot attend the day-care center due to illness.

- (7) If a child is unable to attend the day-care center for a period of at least 4 consecutive weeks due to medically proven illness or medical rehabilitation measures (e.g. stay in a health resort / spa), the contribution for this period will be reimbursed upon application.
- (8) The contributions are due on the 15th of the current month and are usually paid by direct debit.
- (9) The Family Service Department of the City of Jena calculates and collects the contributions payable locally.
- (10) The income of the calendar year that precedes the calendar year in which the day-care center year begins is generally decisive for the calculation in Weimar day-care centers.

§ 8 Boarding/Catering

- (1) In general, the children take part in the provision of meals. The parents (except for the Nordhausen center) conclude a separate agreement for this purpose with the food provider who supplies the day-care center. The food provider is responsible for the billing of the meals.
- (2) Catering at the Nordhausen center is provided by the Nordthüringer Werkstätten gemeinnützige GmbH (non-profit making company) and billing is done by the Stw Thüringen. The valid house rules of the day-care center Campus Kinder determine the possibilities of cancelling meals. In the event of unexcused absence of the child, the costs for all-day meals must be paid. Payment for meals at the Nordhausen center is due on the 15th of the following month and is usually paid by direct debit.
- (3) Additional offers such as breakfast, snacks and drinks are not mandatory for day-care centers.

§ 9 Deregistration / Termination

- (1) The care relationship ends when parents deregister the child. Deregistration is only possible at the end of a calendar month. The notice period is one month. The notice must be submitted in writing no later than the last working day of the month with effect from the first day of the month after next. For the observance of the notice period, the date of receipt of the notice is decisive.
- (2) Notwithstanding subsection 1, children shall be deemed to be deregistered from the day before they enter school (first day of school). If the first day of school falls on the first day of a month, the child shall be deemed to be deregistered on that day. Parents do not need to submit a cancellation in writing.
- (3) The operator of the centers may terminate the contract without notice and exclude the child from attending day-care centers when:
 - a. the parents do not meet their payment obligations despite reminders,
 - b. the parents repeatedly fail to observe the provisions and regulations contained in the childcare contract and its components,
 - c. the relationship of trust between parents and day-care center is disturbed significantly.

§ 10 Health care

- (1) In order to protect their own children as well as the other children cared for in the day-care centers, it is strongly recommended that the vaccinations suggested by STIKO be carried out. The information sheet on the Infection Protection Act (IfSG) is provided on admission to the day-care center.
- (2) The day-care center does not care for sick children. When a child is diagnosed with an illness, the parents are obliged to pick up their child or have it picked up immediately

from the day-care center.

- (3) Should the child or a family member fall ill with a communicable disease according to § 34 of the Infection Protection Act (IfSG), such as diphtheria, whooping cough, measles, meningitis, mumps, rubella, scarlet fever or chickenpox, the head of the day-care center must be informed immediately.
- (4) After such an illness, the child may not return to the day-care center until a medical certificate proves that there is no longer any risk of infection.
- (5) The child must also be kept at home in case of other illnesses (flu, high fever, vomiting, etc.) In such cases, the head of the day-care center is entitled to exclude the child from further attendance at the day-care center until the acute symptoms have disappeared.
- (6) In case of an affection by lice, the treatment with a lice-killing substance must be proved by the signature of the parents.
- (7) In case of an emergency, the parents will be informed immediately according to the provided contact data.

§ 11 Medicine

- (1) As a matter of principle, the day-care center staff do not administer medication to children. Should children need medication during care, this requires that
 1. the manager of the day-care center and the teaching staff agree to this,
 2. the parents agree in writing and
 3. a written consent and comprehensive instruction of the attending physician is available.

§ Insurance cover

- (1) According to § 2 SGB VII, children are insured against accidents while attending day-care centers whose operators require a permit in accordance with § 45 of Book Eight of the Social Code or a permit based on a corresponding regulation under state law to run the day-care center.
- (2) The following procedure shall be followed in the case of accidents in the day-care center:
 - a. The injured child is given first aid.
 - b. The parents are notified.
 - c. If necessary, the emergency doctor is called, and the child is taken to hospital accompanied by a teacher.
 - d. There the child is accompanied until the treatment. The teacher stays with the child until the parents or a person authorized to pick up the child picks him/her up.
 - e. The teacher writes an accident report.
- (3) The Stw assumes no liability for diseases and their consequences.
- (4) Garments, bags, and other personal items of the child/children must be marked by the parents. The Stw assumes no liability for personal items brought along, a careful and responsible handling is guaranteed. A separate lock is necessary to secure the perambulators remaining in the day-care center.
- (5) In the event of closing one of the day-care centers due to force majeure or other circumstances for which the day-care center operator is not responsible, no claims may be made against the day-care center and its operator.

§ 13 Privacy/Data protection

- (1) The personal data of the child, the parents and other children of the family required for the processing of the application for admission, the collection of parental and cost

contributions, as well as the legally required development documentation, will be stored electronically in automated files for the purposes of the ThürKigaG and these General Terms of Use.

- (2) The parents are to be informed by the preceding paragraphs about the inclusion of the data mentioned in paragraph 1 in automated files.

§ 14 Photos

- (1) Photos and videos of children may only be taken with the written consent / permission of their parents.
- (2) The use of corresponding photographs of the children outside the day-care center is only permitted with the separate, further written consent of the parents.

§ 15 Validity

- (1) These ANB apply from 01 October 2020.

Jena, 30 September 2020

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Managing Director