

Dear Parents,

Please find below, additional information about contractual arrangements in children's day care, with the key relevant contractual agreements from the current constitution of the Federal City of Bonn on the funding of children's day care from 01.08.2023. The main points are summarised here.

You are welcome to download the constitution from:
[51-5 Constitution on the funding of children's day care.](#)

The link for applications can be found at:
[Children's day care – grants.](#)

Essential information is available under the following headings:

- **Contract under private law:**

A care relationship should also be agreed with a written contract between the children's day carer and the parents/guardians. The children's day carers themselves can generally decide which care contract under private law to take as the basis for the joint contractual agreement. Both contracting parties receive a signed copy of the contract. As this is a contract under private law between the children's day carer and the parents, the youth welfare office is not involved in this process and not a party to the contract, but it does have the task of arranging the funding in accordance with the terms of the contract.

- **Funding application and change notification:**

For the child-related award of the payment to the children's day carer, a joint application for funding of the care costs of children's day care is required from the children's day carer and the parents. The entitlement of the children's day carer to the ongoing payment begins on the first day of the month agreed in the care contract for the start of the care relationship. The familiarisation period is funded as part of the agreed scope of care. The funding is granted for a limited period, generally until 31.07. in the year in which the child reaches the age of 3. The cut-off date is 01.11. in that year. If the child reaches the age of three only after this, then the funding is limited until 31.07. in the following year. Subsequent funding may be granted on request by means of the change notification.

Children's day carers and parents must use the change notification to communicate the start and end of the care relationship, as well as changes to the care relationship, e.g. a change in the scope of care, which result in a change of funding. If a child moves to a different local authority, the relevant youth welfare office there is responsible for awarding the ongoing payment. In the case of relocation, please immediately inform the Office for Children, Youth and Family Affairs of the Federal City of Bonn, in order to avoid unnecessary funding reclaims.

- **Notice period:**

A notice period is defined in the care contract. This should not exceed a period of 3 months. In the case of early cancellation of the care contract between the children's day carer and the parents, once notice has been given, the award of the child-related funding may still continue for a maximum of 3 months after the last day of the month, in recognition of a notice period. Cancellation before the start of the contract takes effect only at the time of the agreed care start. Written notification of early cancellation of the care contract must be provided to the Office for Children, Youth and Family Affairs by means of the change notification, with joint confirmation from the parents and the children's day carer. No funding is provided beyond the period of 3 months.

- **Cover:**

At times when the day carer is unavailable, if cover is provided by another day carer, then the person providing cover receives the relevant payment for the period of the cover for the child to be cared for. An application for funding for the cover period can be made to the Office for Children, Youth and Family Affairs.

Private additional payments:

- **Admission fee / registration fee / private additional payments:**

From 01.08.2023 the payment of an "admission fee" or "registration fee" is not permitted in accordance with § 5 paragraph 6 of the constitution of the city of Bonn on the funding of children's day care. This states: "The ongoing payment in public children's day care in accordance with this constitution is awarded in line with the service and essentially excludes private additional payments by parents to children's day carers, in accordance with the provisions of § 51 par. 1 of the children's education act of North Rhine – Westphalia. This does not include payments by parents for the material costs of meals in the children's day care facility. The amount of the payments must be reasonable."

Additional costs, e.g. for the purchase of play materials, cannot be charged.

- **Deposit:**

The funding amount is paid monthly in advance. It is therefore recommended to forego a deposit, as this is not in line with the equal opportunities that the children's education act aims to achieve.

- **Meal charge:**

§ 5 paragraph 6 of the constitution of the city of Bonn on the funding of children's day care from 01.08.2023 governs additional payments from parents for meals and refers to Annex 2.

Annex 2

to § 5 no. 6 of the constitution of the city of Bonn on the funding of children's day care (meals).

“A maximum sum currently of 5.10 euros per contractually agreed care day per child is reasonable for meals. This amounts to the following fees for meals per contractually agreed care day per month:

Care days per week and child:	Additional payments by parents per month:
1	€ 22.10
2	€ 44.20
3	€ 66.30
4	€ 88.40
5	€ 110.50

For a scope of care of 5 days per week, the monthly maximum additional payment by parents for meals therefore amounts to € 110.50 per week and child.”

These costs should generally cover all meals as well as drinks and they are generally charged as a monthly lump sum. The meal charge is paid directly to the children's day carer, either by bank transfer or in cash (a receipt for this must be provided by the children's day carer). Together with the children's day carers, families with a Bonn ID card can apply to the city of Bonn to cover the meal costs as part of the education and participation package (BUT).

- **Closure times:**

Downtimes owing to holiday or illness of the children's day carer must be taken into account. Brief interruptions to the care hours for reasons of the individual day carer, e.g. illness or holiday of the day carer, as well as temporary shortfalls/overruns of the care hours, are compensated as follows, as part of the flat-rate calculation:

- Holiday up to six weeks per kindergarten year
- Illness up to one week per kindergarten year

Closure times on the following days are deducted:

- Christmas Eve (24.12.) as 0.5 working day,
- New Year's Eve (31.12.) as 0.5 working day,
- Shrove Monday as a whole working day.

- **One concept development day to adapt the activity content to the continuous development of the care, support and education of children under the age of three and thus to contribute to quality assurance and improvement.**
- In addition to this permitted closure of the day care facility, the children's day carers receive two allowable training days per kindergarten year, for which corresponding evidence must be provided.

Care absences above and beyond this will be deducted. The obligation of the parents to pay the parental contribution remains in force even in the case of interruptions in the care.

If you have any further questions about individual aspects of the contractual arrangements, please feel free to contact the consultant from the children's day care network. However, the provision of advice is no substitute for detailed and personal legal advice.

Address:

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Office hours:

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