

For the benefit of your child

the Catholic day-care
facility for children





Dear Parents,

You have enrolled your child in our Catholic day-care facility. We are pleased that you have made this decision. This is the first step on a journey that allows us to be travel companions, together with our pedagogical staff, for the benefit of your child. You have already learned a lot about our facility during the admission interview. With this brochure, we would like to give you some more details.

Please contact us if you have any further questions.

Engaging in a lively relationship with you is very important to us. This relationship can be deepened through daily contact with our pedagogical professionals, attending parents' evenings or other social occasions at our day-care facility, and participation in local parish life. We cordially invite you and your children to discover the many offerings of the local Catholic church and to participate in the church services, events and celebrations.

We look forward to an enjoyable ride with you!

Your day-care provider

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1. BASIC PRINCIPLES

of the learning and education and concept for our Catholic day-care facility



"The Church reproveth, as foreign to the mind of Christ, any discrimination against men or harassment of them because of their race, color, condition of life, or religion."

(Nostra Aetate)

Based on our faith, in our facilities we advocate love for one's neighbor, tolerance, non-violence and peaceful coexistence in a spirit of solidarity.

▶ 1.1 Educational goals

Our facility offers a special living environment for children. We encourage children to play and, thus, support their joy of discovery and experimentation.

Through daily and regular visits to our facility, your child will experience what it feels like to be with other people. Wherever possible, children with and without disabilities shall attend mixed groups. We want to help every child to feel accepted with his or her individual level of development, thinking and abilities (we call this the inclusive approach). By sharing daily routines, playing and engaging in joint activities, your child gains confidence, learns to deal with disappointment and experiences joy.

Your child will discover and develop his or her own resources. When it comes to important questions on your child's learning, education and care, our pedagogical staff will support you as legal guardians and as a family. Sharing a joint responsibility together with you, we see our role as complementing your parenting style at home.

▶ 1.2 Values and Christian concept of humankind

In addition to the educational mandate stipulated by law, we want to bring our Christian faith closer to the children. We believe that God created the world, became man in Jesus Christ and lives and acts in his church. We use signs, pictures and stories of faith and present them in a format particularly appealing to children to guide them to essential contents.

These find expression in rites and festivals of the church, among others. We are guided by the values and guidelines enshrined in the Christian understanding of humankind and the world. This means that based on our image of humankind we develop a culture of mindfulness, particularly vis-à-vis the children entrusted to us: Every child is endowed with inalienable dignity. Therefore, respect for the child's individuality and the special character of his or her family is a hallmark of our daily educational work. It is important to us to awaken existing resources and strengths and to promote them further. We want to help the children to help themselves.

For us, the highest guiding principle and measure of our actions is Jesus Christ. Throughout their daily routines and activities, we want the children to experience the life-giving power of the Christian faith in an atmosphere of trust, comfort and safety.

It is important for children to experience acceptance and friendship. The experience of community and solidarity is therefore an essential part of our concept. In our facility we apply creative and holistic approaches to get children involved in exchange and interaction.

▶ 1.3 Fellowship in the church

Internally and externally, we express our connection to the church and the local parish through the design of our facility and often through the chosen name of the day-care facility, as well as by participating in parish events and other traditions. We align our services with the needs of the children and their families. The work in our facility is part of the church's wide range of family support services. These include parent-child groups, family circles and retreats, educational and life guidance, and family education. The constant development of the contents we promote is part of the profile of our institution. This becomes apparent, for example, in the advancement of existing concepts, but also in the development or expansion of an existing family center. In all this, it is important to us to network with church and non-church institutions and programs that fit within the framework of our facility's profile.

We would like to work with you in a spirit of partnership and mutual respect. To us, tolerance and respect are part and parcel of our relationship. We would like you to take part in discussions, help shape joint activities and to get involved in the committee work of our facility. Our facility is a "church in miniature" and should give you and your child a sense of belonging and fellowship in the Catholic Church – in a spirit of openness and respect for other denominations, religions and world views.

▶ 1.4 Our understanding of learning and education

The "Educational Principles for Children from 0 to 10 Years in Child Day-Care and Primary Schools in North Rhine-Westphalia", published by the responsible ministries in North Rhine-Westphalia, also deal with religion and ethics as part of nursery, pre-school and primary education. Here, reference is made to Article 7 of the State Constitution. Paragraph 1 reads:

To awaken reverence for God, respect for human dignity and readiness for social action is the noblest goal of education.

(Art. 7 (1) State Constitution of NRW – LV NRW)

By providing Catholic day-care facilities for children, the Church makes a special contribution to this constitutional mandate. Through our facility-specific educational concept, which is based on the principles of educational support for children, we give life to this mandate in the areas of learning, education and care for each child. All education is self-education. The focus of the educational process is the child with his or her uniqueness, strengths, interests and needs. We help the child to educate himself or herself by attentively perceiving and shaping the relationship to oneself, to fellow human beings, to the world (creation) and to God. We support this process by providing the child with the time, freedom and encouragement to develop his or her individual personality. Every child has the right to religious education. We take on board the children's questions about "God and the world" in a manner suitable for children and answer them in words and deeds based on the faith of our church. With its religious education practice, our day-care facility is one element within the range of the pastoral ministry of the local Catholic church. Language education is an essential constituent of our holistic early childhood education concept. Through a variety of learning and education opportunities, we promote the emotional, social, motoric, sensory, aesthetic, cognitive and creative development of the child, among other things.



Our concept of joint education takes into account the individual needs and circumstances of the children and their families. Our institution supports and complements its task to provide learning, education and care by gearing comprehensive and professional services at families, always keeping in mind the realities of their lives today.

In a well-balanced educational partnership between the day-care facility for children and the parents, a trusting and open cooperation is indispensable. The primary responsibility for education and the primary educational mandate remain with the parents.

▶ 1.5 Quality development

We monitor and constantly strive to improve the quality of the educational work and Christian education as well as of the implementation of the educational mandate. We do this, for instance, through evaluation procedures that describe, analyse and assess our activities as well as through ongoing training measures for the pedagogical staff.

In addition, representatives of the day-care provider and of the committees are involved in quality improvement processes, and whenever topics related to religious education and pastoral care come up, we also try to include pastoral care workers.

▶ 1.6 Prevention

Promoting the social and emotional competence of the children entrusted to us requires a special culture of mindful awareness towards violence in all its facets. The children's involvement and their respectful treatment in full awareness of their rights form a natural part of our daily work.

All employees in the facility are aware of their special duty to protect the children entrusted to their care. They are particularly aware of the dangers posed to children by borderline violations, maltreatment or abuse and are trained accordingly in dealing with such issues. In these training sessions, they are given recommendations for action and learn about statutory procedures for suspected cases. The responsible providers must comply with state and federal child protection laws and the applicable prevention regulations of our (arch)diocese. For example, all employees must regularly submit extended certificates of good conduct. Whenever volunteers are needed to help out at the day-care facility, the director of the facility ensures on behalf of the supervising organization that the individuals in question have the necessary sense of responsibility and personal suitability. If necessary, the volunteers must also take part in prevention training and submit an extended certificate of good conduct. In any case, the current procedure of our (arch)diocese applies. In the wake of the further development of the diocesan prevention regulations, we as a legal entity have drawn up an institutional protection concept. The institutional protection concept is based on an appreciative attitude, promotes a culture of mindful awareness, analyses the working environment regarding protection and risk factors, and ensures sustainability by means of personnel development and binding rules of conduct as well as quality management.

For further information please visit us at:

www.praevention-bistum-aachen.de
(for the Diocese of Aachen)

www.bistum-essen.de/info/soziales-hilfe/praevention-gegen-sexualisierte-gewalt
(for the Diocese of Essen)

www.erzbistum-koeln.de/thema/praevention
(for the Archdiocese of Cologne)

www.praevention-im-bistum-muenster.de
(for the Diocese of Münster)

www.praevention-erzbistum-paderborn.de
(for the Archdiocese of Paderborn)



Learning, education and care of your child takes place in a way that is complementary to the upbringing in the family and in accordance with the North Rhine-Westphalian law on early education and support (Kinderbildungsgesetz – KiBiz, as amended), on the basis of the Catholic faith and the Christian idea of what it means to be human. For mutual assurance and in the interest of your child, we conclude a childcare service contract with you which refers to the general conditions explained below.

2.1 Types of childcare

The provider decides on the organization of the day-care times and group forms, taking into account the available space and personnel resources.

In the case of joint care for children with and without disabilities, we work together with the social welfare agencies, the other rehabilitation agencies and the service providers for people with disabilities. Our aim is to provide the best possible support for children with (impending) disabilities.

The concrete planning of care forms and care-time budgets takes place in cooperation with the youth welfare service planning unit of the local youth welfare office.

2.2 Termination of day-care service contract

The childcare service contract ends at the end of the last kindergarten year spend at the day-care facility immediately before the child starts school, regardless of vacation closing times of the day-care facility. The latest possible termination date for the contract is when the child starts compulsory schooling. Compulsory school attendance for children who reach the age of six by September 30 begins on August 1 of the same calendar year (Art. 35 of the Education Act of North Rhine-Westphalia – Schulgesetz NRW).

Children can be made subject to compulsory school attendance prematurely through the official recognition of their ability to attend school. Their childcare service contract ends accordingly on July 31 of the year of school enrollment.

THE LEGAL FRAMEWORK

2.

of our childcare service contract



In individual cases, children are deferred from school enrolment. In these cases, too, the childcare service contract ends on July 31 of the year in which school attendance would have started. New contractual agreements can be made for the children concerned, subject to the availability of childcare places and day-care times at the facility. In exceptional cases and for good reason the provider may terminate the contract ahead of time.



▶ 2.3 Admission principles

As a rule, admission takes place according to the admission criteria agreed upon by the Council of the Day-Care Facility (Art. 10 (6) KiBiz). The fundamental freedom of decision that the provider of your KiTa enjoys (KiTa = German abbreviation for day-care facility for children) remains unaffected by this.

▶ 2.4 Separated or divorced parents/legal guardians

In principle, we conclude the childcare service contract with both legal guardians. This also applies if you are separated or divorced as legal guardians and, as is standard under the law, both legal guardians have been granted custody. In the event that you terminate the contract, we will therefore ensure that the notice of termination is signed by both legal guardians. If we terminate the contract, both legal guardians will receive the letter of termination.

In matters of daily life (everyday care), which the legal guardian with whom the child lives can decide on alone, we will only contact this legal guardian. Such decisions also include the ruling as to who is allowed to pick up your child from the facility. However, we would like to point out that we cannot check whether a parent or guardian has sole decision-making authority. We therefore always ask the legal guardians to clarify the situation by mutual agreement and point out that any need for clarification on the part of the legal guardians must not be at the expense of the children or the staff at our facility. If sole custody has been transferred to a parent or legal guardian, we ask the parent or legal guardian to provide us with a copy of a court decision or a court settlement.

▶ 2.5 Documentation of learning and development process

The basis for individual, strength-oriented and holistic educational work is the regular everyday observation of your child, focused on his or her possibilities and on the individual range of his or her actions, ideas, works, problem solving, etc. The documentation of your child's learning and development process serves as supplementary written information for you as the parent or guardian and is the subject of development meetings, which we offer you at least once a year.

As part of the professional work in the day-care facility, the documentation of the individual learning and development process is anchored in Art. 18 KiBiz. The documentation requires your written consent which you may revoke at any time with effect for the future. We request your decision regarding consent on a separate form attached to the childcare service contract.

If you decide against the written documentation of the individual learning and development process of your child, the linguistic performance of your child will be assessed two years before the child is expected to start school, in accordance with Art. 36 (2) of the North Rhine-Westphalian School Act.

Provided that you have given your consent, the team of educational professionals at our facility will begin with the documentation no later than six months after your child has been admitted to our facility.

The documentation is subject to the regulations of the law on church data protection (KDG) in the current version.

You have the right to inspect your child's documentation and to demand that it be handed over. You and your child will not suffer any disadvantages if you refuse or withdraw your consent to the documentation.

The documentation shall not be passed on to third parties without your consent. At the end of your child's care in our facility, the documentation will be handed over to you. You will then decide for yourself whether to submit the documentation to the elementary school for inspection.

▶ 2.6 Opening and closing times

▶ 2.6.1 Opening hours

We announce the opening and closing times in good time by posting notices in the facility, on our web page or by other means. Changes in opening hours may be made after prior information and consultation with the Parents' Council.

The definition of general opening hours does not, of course, exclude the possibility that, in justified individual cases, the hours of care can be kept flexible.

In the case of events that jeopardize child welfare and responsible care in the facility (e.g., failure of the heating system, lack of staff or cases of force majeure), the provider is obliged to reduce the hours of care and to close individual groups or the entire facility without liability for any financial loss. This is done in accordance with legal stipulations and in consultation with the state youth welfare office.

▶ 2.6.2 Supervised care time

The maximum weekly care time for each individual child is bindingly regulated in the childcare service contract in accordance with legal requirements, taking into account local youth welfare planning.

The core care hours for your child are determined by taking into account the opening hours, the space available and the staffing ratio. They are regulated in the childcare service contract under Art. 1 (1).

If care is provided beyond lunchtime, we offer a warm lunch for which a fee is charged, as well as the opportunity for a midday rest. Participation in lunch is a prerequisite for all children who are present during the lunch period. Care during lunchtime and beyond must be agreed upon in the childcare service contract.

If, for special reasons, care for your child is necessary outside of opening hours, we will make every effort to find a solution together with you. In addition, we refer to the obligation of the local public youth welfare agency to provide other care options as stipulated in the Federal Code of Social Law (Art. 22a (3), sentence 2, SGB VIII).

▶ 2.7 Duty of supervision

As a matter of principle, the legal guardian is responsible for the supervision of the child. With the conclusion of a childcare service contract, we assume this responsibility – exercised by the educational staff – for a part of the day (no longer than the announced opening time or the individually agreed childcare time).

▶ 2.7.1 The way to the facility/the way home

On the way to the facility as well as on the way home, the responsibility for supervision lies with the legal guardians. This responsibility is transferred to us when the child arrives at the facility. Just as you must make sure that someone has noticed your child's arrival in the morning, the facility's professional staff will wait until the children are picked up at the end of the opening hours. In principle, at least one parent or guardian will accompany the child. When traveling by car, it is the responsibility of the parent or guardian to get out of the car and,

if necessary, to guide the child safely across the street. It is the sole responsibility of the parent or guardian to decide whether the child may be accompanied by someone else or can even walk alone. In these cases, we require a written declaration by the parent or guardian is required.

This basic regulation does not exclude the possibility that unforeseeable events can arise, e.g., an increased volume of traffic due to a construction site, a detour, or an illness of the child occurring during the care time, which are recognizably not covered by such a declaration of the legal guardians. In these cases, it is the sole responsibility of the pedagogical staff to decide whether the child can make the journey home alone. As a rule, there will be an obligation to ensure that the child is accompanied home. The same applies if, by way of exception, a child who is regularly accompanied is not picked up. If the parents wish the child to go home alone, even though it is obvious that this could put the child in a helpless situation or even endanger his or her life, general legal obligations dictate that the child shall not be sent home alone.



▶ 2.7.2 Supervision during opening hours

During the announced opening hours of the facility, our duty of supervision is carried out by the staff of the facility. The concrete mandate and scope of this duty depends on the staffing situation and the local conditions of our facility. In principle, age, disposition and stage of development of the children determine the degree of supervision required.

▶ 2.7.3 Special events

For all activities going beyond the daily routine of the day-care facility (e.g. excursions), written permission must be obtained from each individual parent or guardian. In the case of regularly recurring activities (e.g., weekly visits to the parish church), a one-time declaration of consent from the parent or guardian is sufficient per day-care year. As a rule, this declaration can be made by the parent or guardian responsible for daily care and does not require a second signature. For certain events, the use of volunteers, especially legal guardians, may be conceivable or sometimes necessary. In any case, the staff of the facility retains overall responsibility and coordinates the tasks of the legal guardians.

2.8 Accident insurance

During regular visits to the day-care facility, on the way to and from the facility, as well as during special events, your child is covered by a compulsory accident insurance. This insurance covers accidents that your child suffers in any regular connection with the visit to the day-care facility. With regard to the outward and return journey, it should be noted that insurance cover is only provided for the direct route (a so-called commuting accident). Depending on the means of transportation, there may be different direct routes. The child does not necessarily have to use the shortest route. Rather, the most convenient and safest way for the journey is also acceptable. In exceptional cases, due to the natural play instinct of children, accidents on detours can also be covered, if the child travels the route alone. After an accident happened on the way to or from a day-care facility, it is advisable to ask the responsible accident insurance company whether this accident can be considered a commuting accident. In the case of special events, especially excursions, etc., any form of transportation is covered by the statutory accident insurance. The management of the facility will ensure that the respective driver or holder of a vehicle is given written instructions to take certain children to and from a specific location. In any case, the driver must ensure that in general on all seats children up to the age of 12 who are smaller than 150 cm are exclusively carried in officially approved age-appropriate restraint systems that meet the physical requirements of the respective child. This also applies to the transport of children in cabs. The maximum number of children to be carried shall not exceed the allowed number stated in the vehicle registration certificate part 1 (formerly: vehicle registration document).

Please ask the responsible staff about accident insurance coverage for so-called visiting attendees.

As a member of the Parents' Council or the Council of the Day-Care Facility, you are insured against accidents in connection with your work for the facility under the statutory accident insurance. As a rule, this insurance is supplemented by a liability and accident insurance of the church.

Regardless of membership in the Parents' Council, the same insurance coverage applies to all legal guardians, whenever they perform support tasks deemed necessary by the facility's



professional staff (written confirmation required) – such as accompanying a group or individuals on excursions.

2.9 Health care/illness

The conclusion of a childcare service contract with us requires proof that your child has undergone health examinations appropriate to his or her age. You may give proof by presenting the yellow child examination booklet or a corresponding medical certificate (Art. 12 (1) KiBiz). In accordance with Art. (10) (a) of the Infection Protection Act, when your child comes to our facility for the first time, you must provide written proof that a medical consultation has taken place shortly before. This is to ensure that your child has complete and sufficient vaccination protection appropriate to his or her age in line with the recommendations of the Standing Commission on Vaccination. If proof is not provided, the management of our facility is legally obligated to inform the responsible health office and to provide them with personal details. The health office can then invite you for a consultation.

In addition, if you are a parent or guardian of a child one year or older, you must document that the child has sufficient vaccination protection against measles as recommended by the Standing Commission on Vaccination (as stipulated in the Measles Protection Act – Gesetz für den Schutz vor Masern und zur Stärkung der Impfprävention). Only children with medical

contraindications or those who have demonstrably suffered from measles are exempt from this vaccination requirement. Exceptional reasons must be supported by an appropriate medical certificate. For children who are or were not yet one year old at the time of admission, appropriate proof must be provided once they turn one. Further details are regulated by the Law for the Prevention and Control of Infectious Diseases in Humans (Protection against Infection Act – IfSG) in its currently valid version. During the entire term of the childcare service contract, you must inform the facility about any vaccinations and infectious diseases that your child may have contracted. You shall inform the facility of the persons who can be notified in urgent cases when the legal guardian is unavailable, give the name of the health insurance company, and leave the name and telephone number of the doctor who can be consulted in case of need.

You shall inform the facility immediately of any relevant changes that occur during the contractual relationship. You agree that in case of emergency any doctor can be consulted. The first aid to be provided by the educational staff in the event of minor accidents expressly does not include the provision of wound disinfectants. If your child becomes ill, the facility must be notified immediately; it is not possible for your child to visit the day-care facility during the time of illness. Your child

will not be allowed to return to our facility until he or she has received a doctor's certificate (for which you may have to pay a fee) or written confirmation from you that you have followed the doctor's instructions. This does not apply to minor illnesses such as the common cold. In the event of a contagious illness of a member of your household, the facility must be informed; if necessary, your child must then stay away from the facility. Children with long-term impairments (e.g., with plaster casts, walking aids, etc.) may be allowed to visit our facility. In such cases a more detailed coordination – e.g., with the attending physician – is advisable to accommodate in advance to the illness-related impairment.

The legal guardians will be informed promptly, if their child falls ill while visiting the facility and, as a result, is no longer able to participate in the day-to-day activities. If necessary, the legal guardians are obligated to pick up the child immediately. If your child requires medication, you as the parent or guardian must carry out the basic medication yourself. Exceptions to this rule are possible in individual cases, e.g., for chronically ill children or children with disabilities. These exceptions require agreements and arrangements that go beyond the childcare service contract and must have been made prior to the start of medication. In these cases, the medication must be prescribed by a doctor, with a note stating that the medication is mandatory during the care period. According to Art. 199 II of the German Civil Code (BGB), we are obliged to keep all documents relating to the medication for 30 years (until the expiration date for the preservation of evidence) within the framework of the statutory limitations provisions.



▶ 2.10 Financial contributions by parents/ legal guardians

For the care in our facility – including absence and closing times – the local authority providing public youth welfare, i.e., usually your municipality or district, can oblige you to pay contributions according to your economic capacity in accordance with Art. 51 KiBiz.

This does not affect the legal relationship between you and us. For the purpose of collecting contributions, the provider of the day-care facility must deliver the necessary data to the youth welfare office with in accordance with Art. 51 (2) KiBiz. This is

done in keeping with our Church Data Protection Act (KDG) and the corresponding ordinances in their currently valid version. If you have any questions in connection with your contribution payment, please contact your responsible youth welfare office or your municipality.

For the meal(s) your child receives, we charge a fee to cover in particular the personnel and material costs incurred, insofar as they are not refinanced by third parties. The details are regulated by a catering service contract between us and you or, if you use the KiTaPLUS catering portal, by your acceptance of the general terms and conditions. The cost of the meals will be agreed upon with the Parents' Council. The decision as to whether and which meal provider/supplier is used, is incumbent upon us as the responsible body.

▶ 2.11 Data protection and information obligations in accordance with the Church Data Protection Act (KDG)

Personal data is processed for the purpose of initiating or fulfilling the childcare service contract (Art. 6 (1) (c) KDG), because this is permitted by church or state laws (Art. 6 (1) (a) KDG) or because we are subject to a legal obligation to process personal data (Art. 6 (1) (d) KDG). Furthermore, in certain cases, processing of personal data is carried out on the basis of your consent as a parent or guardian (Art. 6 (1) (b) KDG). The legal bases are in particular the KiBiz and the KDG in the version applicable in our (arch)diocese as well as the relevant ordinances.

According to Art. 20 (1) KiBiz, you are obligated to provide us with the personal data mentioned in the Child Education Act, i.e., your data as well as that of your child. As the responsible body, we are obligated to disclose data to government agencies in accordance with Art. 20 (2) and Art. (30) (4) KiBiz. This includes the processing of data for the purpose of asserting the right to claim a place in a day-care facility on the basis of the statutory provisions (KiBiz). Data processing is largely carried out electronically by using the state software solution KiBiz. web and church software solutions.

As a data subject, you have certain rights under the KDG. In particular, you have a legal right to information as to whether and, if so, which personal data about you or your child is being

processed. If data is incorrect or incomplete, you generally have the right to have it corrected. Under certain conditions, there may also be a right to deletion. Depending on the situation, further data protection rights may include the restriction of processing, rights of objection or the revocation of consent. According to the KDG, the institution has comprehensive information obligations towards you pursuant to Art. (15) and (16) KDG. In order to be able to fully comply with these, you will receive an additional information sheet on data protection upon conclusion of the childcare service contract.

▶ 2.12 Disclosure of video and audio recordings

We will obtain permission for the publication of visual and audio recordings of persons visiting our facility, if necessary. In general, there is no compensation for publication. We would like to point out that we cannot accept any liability for the production, alteration and use of images of people or video and audio recordings by third parties (e.g., legal guardians, visitors), especially at parties, etc.

3. THE FUNDAMENTALS

of funding for day-care facilities for children



▶ 3.1 Financing of regular services and activities

The North Rhine-Westphalian Early Education and Support Act (Kinderbildungsgesetz – KiBiz) stipulates that all personnel and material costs of a day-care facility for children – regardless of the actual amount of costs – are subsidized with a fixed amount per child. The granted amount is dependent on the number of children admitted, their weekly care time and the forms of care offered. The municipalities and the state cover the lump sum payments minus the provider's own contribution. Taking into account state law, the municipalities determine for their jurisdiction whether and to what extent the legal guardians are obligated to pay contributions for childcare to the youth welfare office. That way, the municipalities can cover at least part of their share of the childcare costs.

According to 36 (2) no. 1 KiBiz, the church organizations providing childcare are required to pay 10.3% of the approved lump sums as their own contribution to the day-care facility. This contribution is financed primarily from church taxes. In addition, any costs exceeding the total of the lump sum payments must be covered in full by the provider responsible for childcare in a particular facility.

▶ 3.2 Investment costs

The subsidization of investment costs (costs for new constructions, extension buildings and initial equipment) with public funds taken from the state budget requires annual approval. If necessary, the day-care provider must cover 100% of the costs. At the moment, the expansion and refurbishing of facilities is subsidized by public funds in a blanket fashion.

In principle, improvements of indoor premises, major maintenance measures and the replacement of furnishings must be financed from the lump-sum payments. If these amounts are not sufficient, the provider must bear the costs alone, or, if necessary, with the help of the (arch)diocese or voluntary services extended by third parties. The provider is solely responsible to pay for the plot and the land acquisition costs.

Close cooperation and contact between the legal guardians, the educational staff and the provider is a prerequisite for good educational work.

We depend on your cooperation and co-responsibility. For this reason, in addition to the provisions of the law, you will find our statutes, which regulate the cooperation between you, us and our educational staff. By signing the childcare service contract, you agree to the regulations enshrined in the statutes. The involvement of legal guardians in meetings of the Parents' Assembly, the Parents' Council and the Council of the Day-Care Facility particularly aims at stimulating the cooperation between you, us and our professionals. We want to keep our work transparent. Through your participation, you have the opportunity to contribute your ideas and share responsibility for the common cause as defined in our statutes.

Beyond this participation in the elected bodies, you are invited to become actively involved in the life of our facility. Our common educational efforts for the benefit of the children will succeed with the active participation of all people concerned. In accordance with state law, the Parents' Council may form associations of Parents' Councils at the local level and beyond, which then can communicate their common concerns to the youth welfare organizations.

INVOLVEMENT OF PARENTS/ LEGAL GUARDIANS

4.

in day-care facilities for children



STATUTES

of the Catholic day-care facilities for children in the (arch)dioceses of Aachen, Essen, Cologne*, Münster* and Paderborn*



Based on the provisions of the Ecclesiastical Code (cc. 793 – 795 of the Codex Iuris Canonici – CIC) of January 25, 1983, and taking into account the state constitution of North Rhine-Westphalia and the North Rhine-Westphalian state law for the implementation of Social Code Book VIII, as amended, the following is determined for the Catholic organizations providing day-care facilities for children in the diocese of Aachen, the diocese of Essen, the North Rhine-Westphalian part of the archdiocese of Cologne, the diocese of Münster, and the archdiocese of Paderborn (scope of this statute):

Art. 1 Objective

- (1) In cooperation with the education professionals, the Catholic organizations providing day-care facilities for children in the area covered by this statute shall fulfill the independent learning, education and care mandate of the facilities on the basis of the Catholic faith. According to their needs, the legal guardians who make every effort in support of this goal promoted by the child day-care facility or consent to it are supported and accompanied in questions of education and upbringing by the Catholic day-care facility for children. As a place of faith, the Catholic day-care facility offers families the opportunity to raise their children against the backdrop of the Catholic idea of humankind, so that children can become acquainted with faith and church in a way that is suitable for their age. This is done in consideration of religious and ideological diversity.
- (2) Catholic day-care facilities are an offer by the Catholic Church. The providers may be the parishes or other Catholic institutions through which the parishes operate to fulfill their legal obligations.
Religious orders, communities similar to religious orders, charitable associations or other Catholic organizations may also be legally, financially and organizationally responsible for Catholic day-care facilities for children.
Even if they are not material sponsors, the parishes on whose territory Catholic day-care facilities for children are located shall integrate these facilities into the local pastoral

* North Rhine-Westphalian part of the territory

care and the pastoral network. In this regard, the pastors assume a prominent responsibility which they carry out together with their pastoral team.

Within the framework of the tasks assigned to them, the elected representatives of the parents and all legal guardians together are jointly responsible for the concerns of the day-care facilities.

For the benefit of all children cared for in their facility, the provider shall work continuously and openly with the legal guardians and the educational staff in order to offer needs-based services in support of families and any individual accompaniment required.

- (3) In close cooperation with the Parents' Assembly and the Parents' Council, the provider and the parents live up to their joint responsibility for the children, without prejudice to other rights and duties.
- (4) In the spirit of a trusting cooperation with the legal guardians, the provider and, after consulting with this provider, the responsible pastoral staff and the management of the facility are available to the legal guardians for joint discussions. In addition, the parish and the Catholic day-care facility may invite the legal guardians to participate in events dedicated to special topics.

Art. 2 Parents' Assembly

- (1) The legal guardians of the children cared for in the facility form the Parents' Assembly. In the meetings of the Parents' Assembly, the provider informs the parents about changes in personnel, educational and conceptual matters, as well as about the opening hours and care times offered. The Parents' Assembly has the right to express its opinion.
- (2) At its first meeting, the parents assembled elect a chairperson and a substitute by simple majority. This person and the management of the day-care facility are responsible for inviting the parents to further meetings in the current KiTa year, unless the Parents' Assembly decides otherwise.

- (3) The Parents' Assembly convenes at least once per KiTa year. With an invitation period of at least two weeks in advance, the meeting shall be convened by the provider no later than October 10 of the current year by written invitation to all legal guardians. In addition, a meeting must be convened at the request of the Parents' Council, the provider or the legal guardians (of at least one fifth of the children cared for in the facility).
- (4) At the first meeting of the Parents' Assembly in the KiTa year, the parents elect the members of the Parents' Council from among its members. The number of approved child-care places divided by 20 is equivalent to the number of representatives on the Parents' Council, whereas a remaining uncomplete set of less than 20 places is also matched with another elected representative. The parents shall elect a substitute member for each regular member. The substitute shall replace the elected member if he or she is prevented from attending a meeting or shall take his or her place if the elected member leaves.
If, despite intensive efforts, the Parents' Assembly does not find a sufficient number of candidates, the number of members on the Parents' Council will be reduced accordingly. In this case, the institution is not obligated to hold a new election.
- (5) The Parents' Assembly constitutes a quorum if the invitation has been issued in accordance with Art. 3. There is no required minimum attendance for the meeting.
- (6) Only the legal guardians present are entitled to vote. The legal guardians have one joint vote per child in their care. Elections are held by a show of hands, unless at least one member of the Parents' Assembly requests a secret ballot. The election of the members and substitute members of the Parents' Council according to (4) shall take place in two separate ballots.
The person who has received the most votes is elected. In the event of a tie, the decision shall be made by drawing lots. In order to exercise the right to stand for election, a written declaration of consent from the parent or guardian standing for election is required in the event of absence.

Art. 3 Parents' Council

- (1) The Parents' Council consists of at least two elected members and is composed in accordance with Art. 2 (4). It shall meet at least three times a year.
- (2) The Parents' Council represents the interests of the parents of the current KiTa year vis-à-vis the provider and the management of the facility.¹ In doing so, it must also take into account the special interests of children with disabilities in the facility and their parents. The provider and the management of the facility are obligated to inform the Parents' Council in a timely and comprehensive manner about important decisions/changes concerning the facility and, in particular, to consult with the members before any decisions are made regarding educational concepts, staffing, layout/function of buildings and rooms, educational supplies and equipment, house rules, opening hours, a change of the provider as well as admission criteria. The provider must take appropriate account of any suggestions. As a matter of principle, decisions affecting the parents financially require the approval of the Parents' Council. This includes, in particular, the planning and organization of events for children and parents as well as catering services in the facility, provided this does not involve but minor price increases within the framework of generally accepted inflation rates. All personnel matters are to be treated confidentially in compliance with the Church Data Protection Act (KDG) and the ordinances issued in this regard in their current versions.
- (3) The Parents' Council may invite representatives of the provider, the educational staff or other experts to its consultations.
- (4) The Parents' Council may elect a spokesperson from among its members who is responsible for sending out the invitations to the meetings. He or she is obliged to issue

invitations, if at least one member of the Parents' Council requests a meeting, stating the subject of the discussion. If no spokesperson is elected, every member has the right to send out invitations.

- (5) Membership in the Parents' Council ends when the child of the legal guardian no longer attends the facility. In this case, or if a member of the Parents' Council resigns for other reasons before the end of the election period, no longer performs his or her duties, or is prevented from performing his or her duties, the elected substitute member shall take his or her place.
- (6) The mandate of the Parents' Council ends with the election of the new Parents' Council. However, it shall continue to perform its duties until the newly elected Parents' Council convenes for the first time.

Art. 4 Council of the Day-Care Facility for Children

- (1) The Council of the Day-Care Facility for Children consists of one third each of representatives of the provider, the staff and the Parents' Council. The provider decides on the total number of members on the Council of the Day-Care Facility for Children. It shall not exceed three times the number of elected members of the Parents' Council. The Council of the Day-Care Facility for Children may invite further educational professionals or other experts to its consultations.
- (2) The provider appoints its own representatives and nominates those of the educational staff. The Parents' Council appoints its own representatives. The representatives of the provider include the pastor² or his representative. The appointment of the other representatives of the provider and their deputies shall be made with due consideration of the proposals of the parish council or the corresponding committee. The representatives of the provider shall not be members of the Parents' Assembly.

¹ In accordance with the provisions of state law, since August 1, 2011, the Parents' Council may join forces with the Parents' Councils of other day-care facilities at local level and beyond to form an Assembly of Parents' Councils for the purpose of representing their interests vis-à-vis the youth welfare agencies.

² In the Diocese of Essen, the rules of procedure for the local boards of trustees apply in accordance with Art. 8 (3) of the statutes of the association of Catholic day-care facilities for children in the diocese of Essen (Zweckverband Katholische Tageseinrichtungen für Kinder im Bistum Essen).

- (3) The appointment of the representatives of the provider pursuant to Art. 4 (2), sentence 4 is revocable.
- (4) The Council of the Day-Care Facility for Children elects the chairperson and his or her deputy as well as a Secretary from among its members. The chairperson of the Day-Care Facility for Children has to be Catholic. The Secretary shall record the results of the deliberations in minutes, which shall be signed by him or her and the chairperson or his or her deputy.
- (5) In mutual recognition of their common responsibility, the members of the Council of the Day-Care Facility for Children work closely together in an all-round effort to implement the tasks of the facility.
- (6) The Council of the Day-Care Facility for Children has in particular the task,
 - a) to discuss the principles for learning and educational work,
 - b) to advise on the necessary room capacities, educational supplies and equipment, and staffing,
 - c) to agree on criteria for the admission of children to the facility.

In addition, the provider may assign further tasks to the Council of the Day-Care Facility for Children. The Council may agree that certain points of discussion are subject to confidentiality.

Agreement on the admission criteria must be made in compliance with the respective diocesan regulations. Agreements deviating from this shall be invalid.

- (7) As soon as common tasks are to be dealt with or at least three members request that they be dealt with, the chairperson (or the deputy if the chairperson is prevented from doing so) or the provider shall write an invitation to the meetings, stating the items on the agenda. The invitation shall be sent at least one week in advance. In urgent cases, the invitation shall be communicated by other suitable means, giving advance notice of at least three days.

- (8) The Council of the Day-Care Facility for Children meets at least once a year. It shall report on its activities once a year to the Parents' Assembly.
- (9) The term of office of the Council of the Day-Care Facility for Children ends with the election of the new Parents' Council.

Art. 5 Rules of procedure

In order to regulate Art. 2 to 4 in more detail, the provider may draw up rules of procedure. The principle of simple majority must be observed for all votes, unless otherwise stipulated in the rules of procedure.

Art. 6 Children's participation and children's rights

- (1) The provider, the educational staff and the legal guardians respect and promote the dignity of children and their often still lively ability to wonder, philosophize and theologize. This means that encounters with the children shall always happen at eye level. The pastors in charge are committed to the integration of this attitude into the life of the parish.
- (2) The children are informed in an appropriate manner, according to their age, about the rights of children under international law, those that apply in Germany and the European Union, and those that are oriented towards the Christian conception of humankind that are relevant to everyday life at the day-care facility for children.
- (3) According to their age and needs, the children actively participate in shaping everyday life in the day-care facility.
- (4) The children appoint a member of the educational staff working in the day-care facility as their confidant. Defending the interests of the children, the confidant participates in meetings of the Parents' Council and of the Council of the Day-Care Facility in an advisory capacity.



Art. 7 Applicability to other Catholic providers

Whenever a Catholic day-care facility for children is not run by a parish or by another provider with the capacity to lend its legal personality to the parish, it is recommended that such providers apply these statutes accordingly.

Art. 8 Entry into force

These Statutes shall enter into force on August 1, 2021, and shall replace the previous Statutes.

Aachen, May 11, 2021	Dr. Helmut Dieser Bishop of Aachen
Essen, May 4, 2021	Franz-Josef Overbeck Bishop of Essen
Cologne, May 5, 2021	Rainer Maria Cardinal Woelki, Archbishop of Cologne
Münster, May 7, 2021	Dr. Felix Genn Bishop of Münster
Paderborn, April 30, 2021	Hans-Josef Becker Archbishop of Paderborn

The above Statutes came into force with their publication in the official ecclesiastical bulletins/the ecclesiastical gazettes of the (arch)dioceses in NRW. On the websites of the (arch)dioceses, which you find on page 22, you can find a link to the statutes and source references.

NOTES

on the parent brochure and the childcare service contract

How to order the parent brochure:

Catholic organizations in charge of day-care facilities for children, day-care centers and church finance departments may order the parent brochure free of charge in increments of ten from Franz Schmitt publishing house in Siegburg via e-mail (verlagschmitt@aol.com) or fax (+49 2241 53891). The (arch) dioceses will cover the costs.

The editorial staff is eager to incorporate changes promptly. Towards the beginning of each calendar year, a possible new edition (or a reprint of the previous edition) will be available for the following KiTa year. At that time, outdated remaining copies should no longer be used. For this reason, we strongly recommend that the responsible providers/facilities align the number of copies to be ordered with the expected total demand for the following twelve months and avoid disproportionate stockpiling.

This brochure is also available in standard German and in Simple German (Leichte Sprache).

Legal connection between childcare service contract and parent brochure:

Whenever a childcare service contract is handed out to parents or legal guardians, a printed or digital version of the current edition of the parent brochure must accompany the document.

IMPRINT

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**Information for parents and legal guardians
For the benefit of your child
The Catholic day-care facility for children**

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