

Disclaimer:

The following translation is provided for informational and reference purposes only and serves as a general guide to understanding the content of the original German text. It is not a legally binding or official version of the bylaws. The original German text remains the authoritative and legally valid version. Users are advised to consult the official German document for all legal, administrative, and contractual matters. The Studierendenwerk Kassel is not responsible for any inaccuracies or interpretations arising from reliance on this translation.

Bylaws for the Use of Childcare Services Offered by The Studierendenwerk Kassel

Effective October 1, 2026

§ 1 Responsible Entity

(1) The Studierendenwerk Kassel currently operates HoPla-Kinderhaus and studykidscare (SKC), providing childcare services for children of students, university employees, and children of the city of Kassel.

(2) Childcare facilities are institutions as defined in § 22, Paragraph 1, of the German Social Code, Book VIII (SGB VIII), where children spend part or all of the day and are supported in groups.

Pursuant to § 25, Paragraph 2, of the Hessian Child and Youth Welfare Act (HKJGB), such facilities include, in particular:

- Daycare centers (Kinderkrippen) for children up to the age of three;
- Kindergartens (Kindergärten) for children from the age of three until school enrollment;
- After-school care centers (Kinderhorte) for school-aged children;
- Mixed-age childcare facilities.

(3) The services currently offered by the Studierendenwerk Kassel through its two childcare facilities are detailed in **Annex 1**, which forms an integral part of these bylaws.

§ 2 Purpose of Childcare Services

(1) The services provided by The Studierendenwerk Kassel are intended to support and complement family upbringing and education, promote the child's development into an autonomous, self-responsible, and community-capable individual, and assist parents in better balancing their studies, employment, child-rearing, and family caregiving responsibilities.

(2) In fulfilling their duties, qualified personnel in the facilities shall involve caregivers and collaborate with individuals, services, or institutions involved in the child's care. When children with and without disabilities are cared for together, the facilities and the public youth welfare provider shall cooperate with other relevant rehabilitation providers.

§ 3 Duty of Protection

Within the scope of their supervisory responsibilities, qualified personnel fulfill the duty of protection in cases of child endangerment as stipulated in § 8a SGB VIII. The Studierendenwerk Kassel applies an established internal procedure to ensure compliance with this duty.

§ 4 Registration and Admission

(1) Interest declarations for childcare spots and placement decisions are processed exclusively through the online portal **kibeka.kassel.de**

(2) Admission to the facility is formalized in writing. Admission is granted in the order of prior registration, subject to the provisions of § 6.

(3) All registration documents must be submitted in full and signed no later than the 10th of the preceding month. Care may begin with a trial period of up to four weeks or an adaptation phase, during which regular fees are payable.

(4) The childcare relationship terminates:

- a) For children under three years of age upon completion of their third birthday;
- b) For children entering school, at the end of the childcare year. This also applies to children who turn five by June 30 and are admitted to the first grade under § 18 of the Hessian School Act (HSchG), provided they are continuously integrated into the instructional learning and working methods of primary school within two academic years;
- c) For children cared for at SKC, at the end of primary school.

(5) Children for whom no kindergarten spot is available after turning three years of age may continue to be cared for in the daycare group until the end of the current childcare year, provided suitable daycare spots are available.

§ 5 Health Requirements for Admission

(1) Upon admission, it must be demonstrated that there are no health-related concerns preventing admission. This may be established, for example, by presenting the preventive health booklet, if it confirms that age-appropriate early detection examinations have been conducted, or by submitting a medical certificate, the cost of which shall be borne by the caregiver.

(2) Caregivers must provide, prior to admission, either a medical certificate or vaccination record demonstrating that the child has received all publicly recommended vaccinations appropriate to its age and health status in accordance with § 2 of the Hessian Child Health Protection Act (KiGesSchG HE), and is free from contagious diseases. Alternatively, caregivers must submit a written declaration stating that they do not consent to certain vaccinations. Proof of measles protection as required under § 20, Paragraph 9, of the Infection Protection Act (IfSG) must also be provided.

(3) The facility must be informed of the child's health insurance provider, any pre-existing medical conditions or allergies, and the current vaccination status. Any changes must be reported immediately and without request.

§ 6 Allocation of Spots

(1) HoPla-Kinderhaus offers the following childcare options:

- a) Half-day spots in the daycare center with lunch until 12:00 p.m.;
- b) Half-day spots in the kindergarten without lunch until 12:00 p.m.;
- c) Three-quarter-day spots with lunch until 14:00 p.m.;
- d) Full-day spots with lunch until 16:00 p.m.

(2) Full-day spots may generally only be allocated to children whose caregivers are employed, self-employed, or in training, and who can provide documentation to this effect (e.g., employer certification, declaration of training or self-employment, university enrollment certificate from the University of Kassel). Exceptions may be granted for social or pedagogical reasons upon certification by the General Social Service or the Jobcenter of the City of Kassel.

(3) If the conditions for allocating a childcare spot are no longer met, the spot may still be used until the end of the current kindergarten year (July 31). After this date, the right to the spot terminates regardless of any previously agreed-upon contract end date.

(4) At SKC, individual weekly hour quotas ranging from two to 30 hours per week are available, as well as one-time bookings without lunch.

(5) Children are admitted to a facility only if they and their caregivers have their primary residence in the city of Kassel. Upon moving out of the city limits, affected children may continue to use the facility until the end of the current childcare year.

(6) Due to limited capacity, all spots are allocated according to the following criteria, as determined by the facility leadership:

- Children whose care is required for serious social reasons within the framework of a youth welfare measure to ensure child welfare; the Studierendenwerk Kassel may verify the stated reason through the General Social Service of the City of Kassel's Youth Welfare Office;
- Children whose caregivers are employed, self-employed, or participating in a language course funded under SGB II, SGB XII, or the Asylum Seekers' Benefits Act (AsylbLG), and who can provide documentation (e.g., employment certificate, declaration of training or self-employment);
- Children in the year preceding school enrollment (early school enrollment is not considered);
- Children who previously attended the facility as under-three-year-olds;
- Children whose caregivers are actively seeking employment and can provide a certificate from the Jobcenter of the City of Kassel or the Federal Employment Agency;
- Children whose care is required for social or pedagogical reasons; The Studierendenwerk Kassel may verify the stated reason through the General Social Service of the City of Kassel's Youth Welfare Office;
- Children of students;
- Children of university-affiliated personnel;
- Siblings.

When multiple criteria are equally applicable, priority is given to children of students and/or university-affiliated personnel.

(7) If a childcare claim is reasserted after exclusion under § 11(b), a new interest declaration must be submitted in accordance with § 4(1).

§ 7 Care Groups, Care Hours, and Holiday Periods

(1) The number of full-day, three-quarter-day, and half-day groups for each childcare facility is determined annually by The Studierendenwerk Kassel at the beginning of each childcare year.

(2) In the event of temporary facility closure due to unforeseen circumstances, strikes, or force majeure, caregivers will be informed in a timely manner.

(3) Facilities are closed during specific periods throughout the holidays. Exact closure dates are communicated well in advance by the facility leadership. Exceptions may be made in justified individual cases. Additionally, facilities may close for staff training purposes for up to five working days per calendar year. Furthermore, HoPla-Kinderhaus remains closed on so-called “bridge days” following public holidays.

Caregivers will be notified of all closures in a timely manner.

(4) Only during the summer closure period is emergency care offered. This does not apply to bridge days following public holidays. Further details are provided in **Annex 1**.

§ 8 Obligations of Caregivers and Supervisory Responsibility

(1) Children are expected to attend the facility regularly and punctually within the agreed-upon care hours.

(2) Caregivers must hand over the child to facility staff at the beginning of the care period and pick them up punctually at the end of the care period.

(3) Supervisory responsibility of the staff begins upon the child’s arrival at the facility premises and ends upon handover to the caregiver or an authorized person. Authorized persons must be at least 18 years of age. The same applies to children permitted to leave the facility alone with written authorization. Caregivers must ensure that children leave the facility no later than the official closing time.

(4) Upon admission, caregivers must submit in writing who else is authorized to pick up the child. This declaration may be revoked. There is no obligation for staff to escort children home.

(5) Caregivers are required to immediately notify the facility if there is suspicion or confirmation of a contagious illness in the child or within the family, as defined in § 34 of the Infection Protection Act (IfSG).

(6) If a child cannot attend due to illness or other reasons, the caregiver must notify the facility on the same day, no later than 9:00 a.m., stating the expected absence.

(7) If a child shows signs of illness upon arrival at the facility, the child will not be accepted into care and may not be cared for during the period of illness.

(8) If staff detect illness or injury in a child, caregivers are required to pick up the child immediately upon notification.

(9) Medications may not be administered or wounds treated with medication within the facility. Exceptions (e.g., emergency medication) require prior consultation with the facility leadership and must be accompanied by written instructions from the treating physician and the parents/caregivers. In such cases, prior training of the responsible staff member may be required to ensure proper administration and storage.

§ 10 Cancellation of Registration

(1) Cancellation for important reasons (e.g., relocation, long-term illness) is permitted. The cancellation notice period is one month. The notice must be received by the facility leadership no later than the last working day of the month preceding the cancellation period.

(2) The contract ends on the agreed-upon termination date. Additional termination grounds include:

- Reaching the age of three (daycare). A follow-up contract for kindergarten is decided by the facility leadership.
- July 31 in the case of upcoming school enrollment (kindergarten).

(3) Early termination of the contract is possible with a three-month notice period, effective at the end of the month. If the conditions for allocating a childcare spot are no longer met, the spot may still be used until the end of the current kindergarten year. After this date, the right to the spot terminates regardless of any previously agreed-upon contract end date.

(4) Cancellation or termination must be submitted in writing or recorded in writing with the facility leadership. Late cancellations may result in the provider's right to claim fees until the end of the regular notice period.

§ 11 Extraordinary Grounds for Termination

A child may be excluded from a facility under the following circumstances:

- a) The caregivers fail to fulfill their obligations under these bylaws;
- b) The childcare spot is not used for two consecutive weeks without a valid reason;
- c) The child's pedagogical care is compromised due to the caregivers' unwillingness to cooperate with facility staff;
- d) The child cannot integrate into the group;
- e) The child poses a danger to itself or others;
- f) The trust relationship between caregivers and childcare staff is irreparably damaged.

The decision to exclude a child is made by the responsible department head upon recommendation of the facility leadership. Caregivers must be heard prior to the decision. If requested by the caregivers, the Parent Advisory Board must be involved in the decision-making process.

§ 12 Fee Structure

(1) The Studierendenwerk Kassel charges the fees listed in **Annex 2** for the use of childcare services. Annex 2 is an integral part of these bylaws.

(2) A meal cost contribution is required for participation in group meals, the amount of which is also specified in Annex 2.

§ 13 Payment Obligations, Due Dates, and Termination

(1) The fee obligation arises upon the child's admission and ends at the end of the month in which the cancellation period begins or at the end of the month in which the child is excluded from participation. Fees are collected monthly, on the 15th of each calendar month.

(2) Fees must be paid even if the child does not attend the facility without proper cancellation.

(3) If fee obligations remain unpaid for two or more consecutive months, the childcare contract may be terminated prematurely.

(4) If facilities are closed for at least three consecutive weeks due to compelling reasons, such as force majeure or strikes, the childcare and meal fees for that period will be refunded upon application, provided emergency care is not used.

§ 14 Fee Debtors

The caregivers are jointly liable for the payment of fees. If the child lives only with one caregiver, that person assumes the responsibilities of both caregivers.

§ 15 Hardship Clause

In hardship cases, the amount of fees may be deferred upon written application by the fee payer. Decisions on hardship cases are made by the responsible department head.

§ 16 Pilot Programs for New Care Models

The Studierendenwerk Kassel may introduce alternative childcare models for pilot testing purposes.

§ 17 Entry into Force and Revocation

These bylaws enter into force on the day following their official publication.

Effective as of:

Bylaws: October 1, 2026

Effective Date: October 1, 2026

Annex 1 – Care Models

(Effective: October 1, 2026)

Childcare Offerings

The Studierendenwerk Kassel offers the admission options specified in § 6 of these bylaws in its facilities.

Not all care models are available in every facility.

Standard Opening Hours

Facilities are generally open Monday through Friday from 8:00 a.m. to 4:00 p.m.

Additional services may be offered upon measurable demand:

- Early services (7:15 a.m. to 8:00 a.m.) Monday through Friday;
- Late services (4:00 p.m. to 4:30 p.m.) Monday through Friday.

At SKC, flexible care hours are available Monday through Friday from 7:00 a.m. to 8:00 p.m., and on Saturdays by request.

Emergency Care

During facility closures, emergency care may be provided in the nearest open facility upon demonstrable need. The use of emergency care must be arranged at least three months in advance with the respective facility.

Emergency care is available exclusively to caregivers who are unable to care for their children due to their studies, are employed and have no vacation entitlement during closure periods (proof may be required from the employer), or are in personal emergency situations.

Applications are decided by the respective facility leadership.

Integrated Care for Children with Disabilities

Prior to enrolling a child with a disability under § 2, Paragraph 1, of the German Social Code, Book IX (SGB IX), through an individual integration measure, confirmation of eligibility under §§ 53 et seq. of the German Social Code, Book XII (SGB XII) is required.

Children with physical, intellectual, or mental disabilities may be integrated into regular groups through individual integration measures.

Anlage 2 – Fee Structure

(Effective: October 1, 2026)

Childcare Fees (Effective January 1, 2026 – HoPla-Kinderhaus; April 1, 2026 – SKC)

Care Type	Half-Day Spot	Three-Quarter-Day Spot	Full-Day Spot
Kindergarten (3 years to school entry)	Free of charge	Free of charge	€60.00
Children under 3 years	€126.00	€189.00	€251.00

Sibling Discount

- 2nd child: 50% reduction
- 3rd child: 100% reduction
For differing care levels, the lower fee is reduced by 50%.

Additional Services (if offered by facility)

- Early service: €24.00
- Late service: €24.00

Individual Hours (SKC)

- Students: €3.00 per hour
- University employees: €4.00 per hour

Unplanned Services (e.g., late pickup, forgotten child, etc.)

- €15.00 per quarter hour

Meal Cost Contribution

The meal cost contribution is collected monthly as a flat rate for eleven months per year, together with the care fee.

Monthly Meal Cost	From January 1, 2026	€70.00
Annual increase (beginning of each calendar year or other reasons)	+€1.00	
Monthly Snack Flat Rate (Daycare)	Half-Day	€8.00
	Three-Quarter-Day	€8.00
	Full-Day	€12.00
Annual increase (beginning of each calendar year or other reasons)	+€1.00	
Monthly Snack Flat Rate (Kindergarten)	Half-Day	€10.00
	Three-Quarter-Day	€8.00
	Full-Day	€15.00
Annual increase (beginning of each calendar year or other reasons)	+€1.00	

Fee Exemption

Each child attending a Studierendenwerk Kassel facility is exempt from the statutory childcare fee for a daily care period of six hours from the age of three until school entry. For full-day care beyond this period, the corresponding fee for the additional time is charged. This exemption is granted under § 32c of the Hessian Child and Youth Welfare Act (HKJGB).

Fee Waiver or Reduction

Under § 90 of the German Social Code, Book VIII (SGB VIII), fees may be waived or partially covered by the public youth welfare provider upon application, if the burden of fees is not reasonably tolerable for the parents and child. Fees are considered unreasonable when parents and children receive benefits under SGB II (basic security), SGB XII (social assistance), or the Asylum Seekers' Benefits Act (AsylbLG), or when parents receive child benefit under § 6a of the German Child Benefit Act (BKGG) or housing allowance under the German Housing Allowance Act (WoGG).

Parents are obligated to report any changes in family or financial circumstances immediately and without request in writing.

Fee waivers and reductions are granted for a maximum period of one year from the date of application, administered by the Kassel Childcare Office. A new application with current income documentation may be submitted no later than the month following the expiration of the benefit period. Otherwise, the full statutory fee must be paid.