

Rules of the child day-care centre

The work in our child day-care centre is based on the following rules, which you accept on signing the care contract, together with the valid statutory regulations, as well as the corresponding church and state guidelines issued in this context, each in the currently valid version.

According to the eighth book of the German Social Code – child and youth welfare services (SGB VIII) – child day-care centres are kindergartens, after-school clubs and other facilities. According to the child-care law for Baden-Württemberg dated 15 May 2013, the facilities or groups are run on the basis of the following forms:

1. Kindergartens
(for children from the age of 3 until they start school)
Day-care centres with mixed age groups
(e.g. for children from the age of 2 until they start school or up to the age of 12)
2. Facilities for infants/nurseries
(child care in nurseries)

Forms of kindergartens, day-care centres with mixed age groups and integrated facilities include in particular:

- Half-day groups – (open in the morning and afternoon)
- Regular groups – (open in the morning and afternoon)
- Groups with extended opening times – (at least with one uninterrupted daily opening time of 6 hours)
- All-day groups – (all through the day)

1. Enrolment

- 1.1 Children can be enrolled in the facility from the age of twelve months until the age of three (nursery) and from the age of three until they start school, or younger and older children can be enrolled in facilities with extended mixed age groups, insofar as the necessary trained staff and places are available.

For children in infant groups (nurseries), the care contract is terminated when the child reaches its third birthday, unless the persons with custody of the child and the organisation running the facility agree to continue the care contract. For this to take place, it is sufficient for the child to continue uninterrupted attendance at the facility in a certain group after reaching its third birthday.

For **children starting school**, the care contract is terminated on the last day of the facility's summer holidays before the day on which school starts. The care contract can be extended on agreement up to the working day which is the last day before the day on which school starts. Children who have been put back a year before starting primary school should attend a pre-school class. Continued attendance in the day-care centre of such children shall be subject to a new agreement between the person with custody of the child and the organisation running the facility.

- 1.2 Children with physical, mental or spiritual disabilities may attend the facility if their special needs can be met within the general conditions of the facility.
- 1.3 After hearing the parent representatives, the organisation works together with the educational staff in order to stipulate the principles for enrolling the children in the facility.
- 1.4 Every child must undergo a medical examination before being enrolled in the facility. This can consist of the regular preventive medical check-ups.
- 1.5 The child is enrolled in the facility after presenting confirmation of the medical examination and after signing the care contract and the enrolment form.
- 1.6 The persons with custody of the child undertake to inform the leader of the facility immediately of any changes in the custody of the child, together with any changes in the address, home and work phone numbers, to ensure that a person with custody is always available if the child should be taken ill suddenly or in the case of other emergencies.

2. Attendance – Opening times – Closing times – Holidays

- 2.1 Regular attendance is in the interest of the child and of the group.
- 2.2 If a child is absent for more than three days, the group leader or facility leader should be informed. In all-day groups, corresponding information is required on the first day of absence.
- 2.3 As a rule, the facility is open from Mondays to Fridays, apart from public holidays, during the facility's holidays and the additional closing times (see 2.7). The organisation reserves the right to change the opening times after hearing the parents' representatives.
- 2.4 The child's attendance of the facility is based on the care times agreed in the care contract. Care of the child by the facility staff outside the care times is not warranted.
- 2.5 The kindergarten year begins and ends with the end of the facility's summer holidays.
- 2.6 The holidays are stipulated by the organisation running the facility after hearing the parents' representatives, taking account of the recommendations from the association and the church supervisory bodies and possibly in consultation with the local authorities.
- 2.7 It is possible for the facility or individual groups to be closed for the following reasons: because of sickness, official decrees, training obligations, lack of trained staff, defective premises. The persons with custody of the child shall be informed as soon as possible.

3. Parental fees

- 3.1 Parental fees are charged for attending the facility; dinner money may also be charged in addition. The fees are to be paid in advance by the fifth of each month. The organisation reserves the right to change the parental fees / dinner money.
- 3.2 The parental fees are a contribution to the overall operating costs of the facility and must therefore also be paid during the holidays, in the case of temporary closure (see 2.7), if the child is absent for a longer period of time and until notice of termination comes into effect.
For all children leaving the facility at the end of the kindergarten year, particularly school children or children moving to another facility, the parental fees are to be paid until the end of the month in which the summer holidays begin.
If an agreement to extend the care contract has been reached for children starting school, the parental fees are to be paid until the end of the month of the working day before the day on which the child starts school.
- 3.3 If the persons with custody of the child are not able to pay the parental fees in spite of public aid (parental fees paid by the Youth Welfare Office / Social Services Department / Mayor's Office according to the child and youth welfare law), the parental fees may be reduced by the organisation.

4. Supervision

- 4.1 The educational staff are responsible for the children entrusted to them during the agreed care hours of the facility.
- 4.2 The persons with custody are responsible for the child on the way to and from the facility.
In particular, the persons with custody are responsible for ensuring that their child is collected correctly from the facility. It is up to the persons with custody to decide whether the child is allowed to go home alone: this decision must be declared in a written letter to the organisation. If the child is not collected by a person with custody or someone authorised by a person with custody, the facility must be informed accordingly by a separate note. If the parents with custody live separately and if the child is staying with one parent with the consent of the other parent or normally stays with the other parent on account of a court decision, then it is the parent with whom the child is living who takes the corresponding decision.
- 4.3 The supervision obligations of the persons with custody usually end on handing over the child to the **educational staff** in the rooms of the facility, and begin again when the child is entrusted to the care of a person with custody or someone authorised to collect the child by a person with custody. If the person with custody has declared in writing that his/her child may go home alone or, in exceptional cases, to an event outside the facility, then the supervision obligations of the persons with custody begin as a rule when the child is leaving the facility's premises.

If the parents with custody live separately and if the child is staying with one parent with the consent of the other parent or normally stays with the other parent on account of a court decision, then it is the parent with whom the child is living who takes the corresponding decision.

- 4.4 In the case of facility events (e.g. kindergarten parties, excursions), the persons with custody are responsible for supervision unless another agreement has been reached regarding responsibility for supervision of the child.
- 4.5 For school children, the supervision obligations extend to the time during which the child is in the facility during the care times. The persons with custody are responsible for supervision of the child on the way to and from the facility, and also when the child attends events outside the facility with the explicit consent of the person with custody.

5. Cooperation between the organisation and the persons with custody of the child

- 5.1 It is possible for the persons with custody of the child to be faced with conflict situations (e.g. separation, divorce etc.). This can also affect the care contract. Particularly in the interests of the child entrusted to the facility, it is vitally important that the organisation continues to work together smoothly with its contract partners.
- 5.2 In conflict situations which can affect the care contract (e.g. separation), persons with custody of the child therefore undertake to react **immediately** as follows:
 - to find their own solution (for example in terms of how to handle the child in kindergarten matters) and
 - to inform the organisation about the conflict situation and the corresponding solutions reached to the extent necessary in the interests of the child and of further smooth continuation of the care contract.
- 5.3 In a conflict situation between the persons with custody of the child, the organisation respectively the educational staff is obliged to heed the well-being of the child entrusted to the facility and to remain strictly neutral.

6. Insurance

- 6.1 According to currently valid legislation, children of all age groups are insured for accidents (German Social Code VII)
 - on the way to and from the facility,
 - while in the facility,
 - during all the facility's events outside the premises (walks, parties and similar, Annex 8).

Parents of children aged 7 and more are advised to take out liability insurance.

- 6.2 All accidents occurring on the way to and from the facility which require medical treatment must be reported to the head of the facility immediately for settlement of the corresponding claim.
- 6.3 **No** liability is assumed for the loss, damage and confusion of clothing or equipment of the children caused by the organisation of the facility or by the staff in cases not involving wilful intent or gross negligence. This also applies to toys, bicycles etc. brought to the facility.

7. Ruling in the case of illness

- 7.1 The infection prevention law (IfSG) applies to illnesses, particularly notifiable illnesses, attendance prohibition, respectively the return of the child to the facility after the illness.
- 7.2 The parents and other persons with custody of the child are to be informed of the rulings of the IfSG according to section 34 paragraph 5 sentence 2 IfSG. Such information consists of taking note of the leaflet in Annex 9.
- 7.3 The infection prevention law stipulates among others that the child is not allowed to attend kindergarten or other communal facilities if
- suffering from a severe infection, e.g. diphtheria, cholera, typhus, tuberculosis and sickness and diarrhoea caused by EHEC bacteria together with bacterial dysentery,
 - suffering from an infectious disease which can have severe complications in individual cases; these are whooping cough, measles, mumps, scarlet fever, chicken pox, meningitis, meningococcal infection, contagious impetigo or hepatitis,
 - suffering from lice or itch mites and the treatment is not concluded yet
 - suffering from infectious gastroenteritis or suspected of suffering from infectious gastroenteritis before the age of 6.
- 7.4 Persons excreting bacteria causing cholera, diphtheria, EHEC, typhoid fever, paratyphoid fever or Shigella dysentery may only enter the rooms of the facilities or attend events with the permission of the health department and after being given corresponding instructions, in compliance with the prescribed precautionary measures.
- 7.5 Children should also be kept at home when suffering from non-specific febrile colds, vomiting, diarrhoea, high temperatures and so on.
- 7.6 Before the child is allowed to attend the facility again, the head of the facility can demand a written declaration from the person with custody or the doctor, confirming in accordance with section 34 paragraph 1 IfSG that in the opinion of the doctor, there is no further cause to fear further contagion of the disease or the lice.
- 7.7 In special cases, medication prescribed by the doctor which has to be taken in the facility during the care times may only be administered following a written agreement between the persons with custody of the child and the educational staff.
- 7.8 If the parents with custody live separately and if the child is staying with one parent with the consent of the other parent or normally stays with the other parent on account of a court decision, then it is the parent with whom the child is living who takes the corresponding decision.

8. Parents' representatives

The persons with custody of the children shall become involved in the work of the facility by means of parents' representatives who are elected every year.

9. Termination

- 9.1 The persons with custody of the child can give normal notice to terminate the contract during the kindergarten year by observing a period of four weeks to the end of the month. This notice must also be given when the child starts school during the kindergarten year. Normal notice cannot be given to the end of the month preceding the month in which the kindergarten holidays begin.
- 9.2 Notice does not have to be given when the child leaves kindergarten to start school in the cases stated in 1.1.
- 9.3 The organisation running the facility can give normal written notice to terminate the contract by observing a period of four weeks to the end of the month, stating the reasons. The reasons can include among others:
- (a) unexcused absence of a child for a continuous period of more than four weeks,
 - (b) repeated failure to observe the obligations of the persons with custody of the child as laid out in these rules, in spite of a written warning,
 - (c) outstanding payment of the parental fees over a period of three months, in spite of a written warning,
 - (d) considerable differences of opinion between the persons with custody of the child and the facility itself regarding the educational concept and/or appropriate extra help for the child, which cannot be settled in spite of a corresponding conciliation meeting convened by the organisation,
 - (e) failure to observe the obligations of the persons with custody of the child in accordance with number 5 of these rules, in spite of a conciliation meeting convened by the organisation.

This does not affect the right to terminate the contract for cause (extraordinary termination).

10. Binding nature of the rules of the child day-care centre

It is mandatory for the church communities to work according to the rules of the child day-care centre. Any alterations or deviations require explicit written approval from the Archbishop's office.

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