

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-Württemberg¹, 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.

¹ as amended by the law dated 18/12/2018 (Law Gazette p. 1549, effective as of 01/01/2019)

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 contract 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 (§ 4 Law on Child-Care Facilities – KitaG). This can consist of the regular preventive medical check-ups. Similarly, prior to initial enrolment, the persons with custody of the child shall submit written proof to the facility that:
 - a doctor has been consulted shortly before enrolment with regard to complete age-appropriate immunisation of the child that is adequate according to the recommendations of the Standing Committee on Immunisation (STIKO; § 34 (10a) Infection Protection Law – IfSG). If such proof is not provided, the head of the facility shall inform the Public Health Department
 - in the case of children who are at least one year old, at least one measles vaccination has been carried out or sufficient immunity exists
 - in the case of children who are at least two years old, at least two measles vaccinations have been carried out or sufficient immunity exists
 - or
the child cannot be vaccinated due to a medical contraindication (§ 20 paragraph 8 sentence 4 IfSG).

If the required evidence is not submitted, the child is not permitted to attend the facility. The head of the facility shall inform the Public Health Department.

- 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 head 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 head of the facility 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) – for a maximum period of three weeks – 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.
- 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 a suitable person who has been authorised to collect the child by a person with custody. If persons with custody have declared in writing that their child may go home alone or on the bus, 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.
- 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.

If the child is not attending the event, the responsibility for supervision during this period lies with the persons with custody if it is not possible for the child to be looked after in the facility for operational reasons.

- 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.
- 4.6 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 one parent on account of a court decision, then it is the parent with whom the child is living who takes the corresponding decision. The consent of both parents is necessary if the parents have joint custody.

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

- 5.1 The basis of the care contract is the educational partnership between the persons with custody and the organisation running the kindergarten and/or the educational staff employed by the kindergarten.
 - a. The assumption of shared responsibility for the supervision and education of the child requires both contract partners to act in a trustworthy manner. This particularly involves mutually informing each other of any information that is essential for the education and well-being of the child.
 - b. The persons with custody consign the child to the care of the educational staff for the agreed care hours.

Means of communication that enable the child to contact the persons with custody independently during the care hours are not permitted unless important grounds apply and the use of such devices has been explicitly authorised by the head of the kindergarten.
 - c. Any threats, insults or similar behaviour in particular or the secret production of sound and/or video recordings of conversations or actions of the contract partner or its staff regularly constitute a severe breach of trust that may result in the extraordinary termination of the care contract (see 9.3.e). The same shall apply if any items that are prohibited by law or on the basis of these rules are brought into the kindergarten or its grounds.
 - d. The persons with custody have no entitlement to the production of written reports on the child that go beyond the developmental documentation unless such reports are required by the courts or public authorities.
- 5.2 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.
- 5.3 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.
- 5.4 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).
- 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 A child's health limitations may be of a permanent or temporary nature.
- a. Permanent health limitations may result in the care contract no longer being able to be continued or only being able to be continued under changed conditions. One condition may be that permanent medication is given to the child in the facility (see 7.3).
 - b. Temporary health limitations are illnesses that fall under the Infection Protection Law (see 7.2) and those that are separately listed in these rules (see 7.2.b.). For the purposes of these rules, the lack of the legally required confirmation that the child has no risk of contracting measles (see 7.4) is also defined as a temporary health limitation. In the case of temporary health limitations, the care contract, especially the obligation to pay the parental fee, shall remain unaffected. Depending on the type of limitation, the facility's obligation to provide child care shall temporarily cease to apply (see 7.2.a. and 7.2.b.) or be temporarily only possible under certain conditions (see 7.2.c. and 7.3).
- 7.2 The persons with custody are to be informed of the rules of the IfSG (§ 34 paragraph 5 sentence 2 IfSG). Such information consists of taking note of the information sheet. Express reference is made to the notification obligations of the persons with custody. Failure to observe these obligations may be a reason for termination of the care contract in accordance with section 9 of these rules.

- a. An obligation to provide child care does not apply during the attendance prohibitions listed in tables 1 and 3 on the information sheet. The obligation to provide child care shall end immediately after notification of a suspected or actual illness is received by the head of the facility. If a concrete individual case should arise, the head of the facility shall immediately implement all measures required to protect the well-being of the child affected and to protect the other people at the facility. Child care for the child affected shall be continued from the point in time at which the head of the facility receives written notification from the person(s) with custody or the doctor that confirms in accordance with § 34 paragraph 1 IfSG that, based on medical judgement, there is no cause for concern that the illness/head lice will spread.
 - b. In the case of non-specific febrile colds, vomiting, diarrhoea, high temperatures and similar serious illnesses, 7.2.a. applies accordingly.
 - c. If the child is a carrier of a disease (see table 2 on the information sheet), the persons with custody must immediately report this to the head of the facility. In this case, the child affected may only return to the facility when the persons with custody provide the head of the facility with written permission from the Public Health Department, the facility has been informed accordingly by the Public Health Department and the child affected only enters the rooms of the facility or attends events in compliance with the prescribed precautionary measures.
- 7.3 If the child requires medication during the care times, a corresponding written agreement must be concluded with the organisation running the facility.
- 7.4 If evidence of confirmation that the child has no risk of contracting measles (vaccination, presentation of evidence of immunity or presentation of a certificate of contraindication of the measles vaccination) must be presented to the head of the facility when the child is of a specific age and the persons with custody fail to meet this legal obligation, the obligation to provide child care shall cease to apply at the end of the day before the birthday of the child affected. If the persons with custody do not immediately provide the required evidence, the organisation running the facility is permitted to terminate the care contract with normal notice. In the case that the evidence is presented immediately, 7.2.a. sentence 3 shall apply accordingly.
- 7.5 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. The consent of both parents is necessary if the parents have joint custody.

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 amounting to the monthly fees for 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. Data protection

- 10.1 Personal data obtained or used in the context of the upbringing, education and care of the child in the facility are subject to the provisions of data protection. The organisation warrants compliance with the data protection regulations.
- 10.2 Data transfer to persons or entities outside the facility is only permissible pursuant to a statutory transmission authorisation or if a specific written declaration of consent has been received from the persons with custody of the child.
- 10.3 The collection of data for drawing up the education and development documentation presumes due consent from the person with custody of the child. A corresponding declaration must be submitted in writing.
- 10.4 Any photos of the child shall only be published in print media and/or on the internet after obtaining the written consent of the persons with custody of the child.
- 10.5 Without a prerequisite pursuant to the applicable data protection regulations, which can consist particularly in a legal basis or a contract or the consent of the persons with custody of the child, the organisation shall not collect any personal data about the persons with custody of the child or about their child. This does not affect the statutory information obligations.

11. 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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