

# Rules for Leipzig's child daycare facilities ("Hort" / after-school supervision) under the administration of the Office for Youth, Family and Education (AfJFB)

appended to the contract

## Basis

- The legislation to restructure the Children and Youth Welfare Act (Kinder- und Jugendhilfegesetz - KJHG) of 26 June 1990 (BGBl. I [*German federal gazette*], page 1163) as published in the revised version of the eighth book of the German Code of Social Law of 15 March 1996 (BGBl. I [*German federal gazette*], page 477), last amended by Article 2 of the German Federal Child Welfare Act (Bundeskinderschutzgesetz) of 22 December 2011 (BGBl. I [*German federal gazette*], page 2975)
- Saxon act on promoting children in daycare facilities (Gesetz über Kindertageseinrichtungen - SächsKitaG) of 29 December 2005 and the relevant ensuing legislation, updated as of 1 January 2011
- School regulations for the Free State of Saxony (Schulgesetz) in the revised version of 16 July 2004 SächsGVBl. (Saxon gazette) page 298, §§ 13, 16 and the relevant ensuing legislation
- Decree of the Saxon State Ministry for Culture and Sports regarding integration of children threatened by disability into child daycare facilities (SächsIntegrVO) of 13 December 2001, updated as of 20 September 2011
- Recommendation of the Saxon State Ministry from 27 April 2005 about administering medications in child daycare facilities in the Free State of Saxony

## Scope

These rules shall be valid for all after-school supervision offered at primary schools and institutions offering supervised youth programs at special education schools and at the Förderzentrum für Erziehungshilfe that fall under the responsibility of AfJFB.

## 1. General conditions for acceptance / Rules

- (1) Initial contact with the head of the facility shall be made by the persons having care and custody of the child. A contract for childcare shall be signed between the head of the facility and the persons having care and custody of the child. Necessary changes to the contract may be made by either party.
- (2) Children with disabilities or those threatened by disability may receive integrative supervision in the after-school program. Prior to applying for support of the assimilation process at the Sozialamt (Social Welfare Office), department of disabled persons' services, or at the Allgemeiner Sozialdienst (General Social Services), there must be written confirmation by the institution regarding possible integrative supervision of the child. After notification has been given about the granting of support of the assimilation process as provided for under §§ 53 subsections 1 and 2, 54 SGB XII (German Social Code) and/or § 35 a (1), 2 GB VIII (German Social Code), the child will receive supervision at the facility in a manner encouraging integration. The persons have care and custody of the child shall be obliged to cooperate according to § 60 ff. SGB I (German social code).
- (3) The current, relevant scientific knowledge concerning educational research shall form the basis for the design of the programs in the child daycare facilities. By using scientifically proven methods for observing development and documentation, the child minders shall design the educational programs and supervision in a manner tailored to fit each individual child. The quality of the pedagogical work shall be continually assessed using recognized methods for measuring quality and developed further. By signing the contract, the persons having care and custody of the child consent to written documentation of the child's development, taking any Saxon state legislation on data protection into consideration. Should the persons having care and custody of the child not consent to this, they shall communicate this in writing to the head of the facility.

## 2. Cooperation with the Persons having care and custody of the Child

- (1) In accordance with § 6 of the Saxon act on promoting children in child daycare facilities (SächsKitaG), the persons having care and custody of the child shall cooperate in the fulfillment of the responsibilities of the child daycare facilities.
- (2) At the start of each school year, the head of the after-school program shall call a parents' meeting to elect the parents' association (Elternbeirat).
- (3) The elected parents' association shall assume an active and advisory function and shall participate in all important decisions and matters.

These important decisions shall involve:

- Information about important issues regarding education and pedagogy,
- Advising on pedagogical programs and concepts,
- Consultation in the determination of opening hours and any closures during the holidays.

## 3. Opening hours / Number of hours

- (1) The after-school programs are generally open Mondays to Fridays from 6:00 am to 5:00 pm, outside of the normal classroom schedule. Early-morning supervision ends with the beginning of class (first class of the day) and resumes after the regular schoolday has ended for the child's class level.
- (2) The weekly number of hours for each child shall be determined in coordination with the head of the facility and the persons having care and custody of the child, taking the needs of the child and parents in to consideration.

For the daily / weekly number of hours, it shall be possible to agree upon:

1 / 5 hours  
5 / 25 hours  
6 / 30 hours

- (3) The responsibility of the child minder to provide supervision begins with the hand-off of the child in the facility and ends when the child is picked up by the persons having care and custody of the child or another person authorized to pick the child up, or upon leaving the premises. If the person picking the child up poses a recognizable danger to the child, the facility may refuse to hand the child over.
- (4) If the child is to leave the facility early or leave to go home alone, the persons having care and custody of the child must submit a written declaration to the head of the facility in advance.
- (5) Once the child has been admitted to the facility, the persons having care and custody of the child shall designate which other persons are authorized to collect the child. This shall be done in writing. This declaration may be revoked at any time. The child minders have no obligation to bring the child home.
- (6) If the child has not been picked up by closing time, the child minders on duty shall have the right to ensure supervision of the child through appropriate action at the expense of the persons having care and custody of the child. To do this, they may arrange for
  - transportation of the child by taxi to his or her home or to a person authorized to collect the child
  - transfer of the child to the emergency childcare service (Ringstraße 04, 04209 Leipzig, phone 0341 4120920).

In these cases, the persons having care and custody of the child shall cover the cost of the normal daily fee for care at the facility, any transportation, plus the necessary overtime for the child minders.

## 4. Periods of closure

- (1) With only a few exceptions, all facilities shall be closed between Christmas and New Year's, usually from December 24 to January 1 (Christmas holiday).  
In exceptional cases, admittance to a municipal facility shall be ensured upon application to this effect by the persons having care and custody of the child. A written application containing the reasons for

needing care during the holiday closure must be submitted to the head of the facility by November 5 of the same year.

- (2) During the summer recess the childcare facilities may close for up to three weeks. After agreement of the AfJFB, consent is to be obtained from the parents' association (Elternbeirat). The same shall apply for any closures on workdays falling between a holiday and a weekend and for the other school holidays. In exceptional cases, admittance to a municipal facility shall be ensured. In the case of any such closures, no claim shall exist for reimbursement of the monthly fee paid by the parents. The organizational pre-requisites for the closures and for participating in the decision process are laid down in a separate regulation issued by the City of Leipzig. These rules and regulations shall be communicated to the contractual parties at the beginning of the school year.
- (3) No change to the contract for childcare is necessary when school is not in session or during the school holidays (in the case of 25 and 30 hours). The opening times during the school holidays shall be oriented toward the amount of care required and shall be decided appropriately with the head of the facility, the AfJFB and the parents' association.

## **5. Sickness, Temporary absence of the Child**

- (1) Sick children may not attend the child daycare facility. They may not be sent or brought to the facility. The head of the facility must be immediately informed of the child's illness by the persons having care and custody of the child.
- (2) Following an absence due to infectious disease, a doctor's note (copy) must be presented before the child shall be allowed to return to the facility.
- (3) Should the child minders at the daycare facility determine that a child attending the facility is sick, the persons having care and custody of the child shall be informed without delay and shall be obliged to immediately collect the child from the facility. In urgent cases the facility shall arrange for emergency medical care.
- (4) Medication may only be administered by the employees of the facility in justified cases. Authorization by the persons having care and custody of the child as well as confirmation by the doctor must be on file (form: administration of medicine, information for the childcare facility). Giving injections (e.g. insulin) by the teaching staff is generally impermissible.

## **6. Obligations of the Persons have care and custody of the Child**

- (1) According to § 60 SGB I (German Social Code), the persons having care and custody of the child shall be obliged to cooperate. Accordingly, there is an obligation to immediately inform the facility head of any change in personal status – in particular changes in address or marital status. Should there be a failure to observe this obligation to cooperate and the city should suffer financial damage as a result, the person having care and custody of the child shall be required to compensate for any such damage.
- (2) The persons having care and custody of the child shall be obliged to observe the weekly number of hours agreed to by contract. If the weekly number of hours is repeatedly exceeded, the head of the facility may demand that the contract for childcare be adjusted.

## **7. Fees to be paid by the Parents**

- (1) The adjustment of the fees to be paid by parents based on the actual operating costs shall be done according to §§ 14 and 15 SächsKitaG through a decision by the city council. The fees shall be announced in a timely fashion via the facility and the press. As provided for by § 90 SGB VIII (German Social Code), the persons having care and custody of the child shall have the possibility to submit an application for a reduction in fees to the department of the AfJFB responsible for the administration and finances of child daycare facilities. After reviewing the ability to pay according to §§ 82-85 SGB XII (German Social Code), the persons having care and custody of the child shall receive a notice containing the decision.
- (2) The fee to be covered by the parents must be paid to the City of Leipzig by the 15th of the current month with reference to the transaction number. Changes in the fee shall be charged from the date of the change. Reduction of the fee to be covered by the parents in accordance with § 15 (1) SächsKitaG shall take place upon presentation of the required documentation.

## 8. Homework

- (1) According to the school regulations regarding primary schools, homework assignments fall under the responsibility of the school (§ 17 Schulordnung / Grundschulen SOGS). Correcting homework for accuracy and completeness is done during class.  
The children shall have the opportunity to do their homework during the after-school program in a quiet setting and under supervision. An appropriate amount of time will be made available for this purpose. Under certain conditions on Fridays and other days, on which a larger number of freetime activities are planned, no time may be set aside for doing homework.

## 9. Due Termination and Withdrawal from the Contract

- (1) Termination of the contract by the persons having care and custody of the child shall be possible with effect taking place on the last day of a month following a one-month notice period. Any such termination must be communicated in writing to the head of the after-school program, if the contract for childcare is not set to expire at a specific point in time.
- (2) Termination of the contract by the AfJFB shall be possible with effect taking place on the last day of a month following a one-month notice period. Any such notice of termination must be given in writing to the persons having care and custody of the child.
- (3) In the case of children whose physical, mental or emotional development requires special care that is not possible in terms of personnel or the premises on which the after-school supervision takes place, possibilities for supervision at integration facilities or other after-school programs meeting the child's needs are to be sought in cooperation with the persons having care and custody of the child. If the necessary cooperation on the part of the persons having care and custody of the child is lacking, the contract may be terminated by the AfJFB with effect taking place on the last day of a month following a one-month notice period.
- (4) Termination of the contract without advance notice may occur in the case of a serious or repeated breach of the contract. This shall apply to both parties. The following shall apply in particular to the City of Leipzig in the case of
  - arrears in fee payments of at least two months
  - after five days of unexcused absence of the child/children from the after-school program within one month
  - two months of excused absence from the childcare facility
  - failure to present the required medical certificates / doctor's notes.

Termination of the contract shall be undertaken by the department of the AfJFB responsible for the administration and finances of youth services / child daycare facilities.

## 10. Insurance

- (1) Insurance coverage regarding accidents involving children during the hours of operation is provided for all childcare facilities by the Saxon fund for accidents in the workplace (Unfallkasse).
- (2) Should a child cause damage to the property of the after-school program through unlawful actions, the child causing the damage or the persons with care and custody of that child within the meaning of §§ 823 ff. BGB (German Civil Code) may be obliged to provide damage compensation.
- (3) The liability of a person with a duty of supervision as provided for under § 832 BGB (German Civil Code) shall remain unaffected by this.

## 11. Legal effect

These rules shall become legally binding on September 1, 2012. At the same time, the rules laid down by the School Administration on August 20, 2008 shall cease to be valid.

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Head of the Office for Youth, Family and Education

Leipzig, September 11, 2012