

Regulations for Catholic Childcare Facilities (Kita) in the Diocese of Speyer

- Revised as of 1 August 2017 -

Preamble

The Catholic childcare facilities fulfil their independent educational and social mission acknowledged by the government and society. In our pluralistic society, they represent a unique opportunity the Catholic church is offering. Being a form of congregational life, they gain their individual mark through a comprehensive understanding of man and universe founded on faith.

Working together with all participants, the childcare facilities have the task of supporting and supplementing education in the family.

This is provided by integral education which allows children to develop their individual skills and interests in all areas, especially in communication and interaction with others.

Guided by the Gospel, religious education has to become effective in this education and learning process. Children and their lives are the focus of all efforts.

This common educational mission requires productive cooperation between the childcare facility, parents and the Carrier.

§ 1 Area of Applicability

The Regulations below apply to all childcare facilities under the trusteeship of the Catholic church in the Diocese of Speyer.

§ 2 Definitions of Terms

(1) Childcare facilities are institutions where children spend part of the day or the whole day and are looked after, accompanied and supported individually as well as in a group.

These include in particular:

- **Nurseries** for children up to the age of 3
- **Kindergartens** for children over the age of 3 and before school
- **After-School Care Centres** for schoolchildren up to the maximum age of 14
- **Mixed-Age Daycare Centres** where schoolchildren, children aged between 3 and 6 years and/or children under 3 years of age are cared for within the facility or in individual groups (e.g. House for Children)
- **Integrative Daycare Centres for Children**
Childcare facilities for children with and without handicap
- **Voluntary All-Day Schools (FGTS)** - in the Saarland -
A model of cooperation between School and the Carrier of a childcare facility for the care of schoolchildren
- **Play and Study Rooms**
Childcare facilities for schoolchildren who live in residential areas with specific requirements

(2) As defined by the current Regulations, custodial persons are parents and persons with parental power.

§ 3 Conditions of Admission

(1) Children are enrolled at the childcare facility provided that there are spaces available. The number of spaces depends on the operating licence issued by the competent Land authority, the admission criteria of the childcare facility and the availability of qualified staff.

(2) The custodial persons will be informed about the childcare facility, its policy and pedagogical activities during the registration appointment prior to the enrolment. At this point, their attention will be specifically drawn to the religious nature of the childcare facility and its trusteeship. Signing the Childcare Agreement, the custodial persons give their consent to the Christian alignment of the childcare facility.

(3) Children with special needs and children threatened or affected by a physical, mental or psychological handicap can be enrolled at the childcare facility provided that their needs can be met and the overall situation of the childcare facility can allow this. The decision on enrolment is made on a case-by-case basis by the Carrier in consultation with the Management. For this, cooperation of all participants is required including custodial persons, educational staff, the Carrier, treating doctors and social services such as early learning centres and integration through jobs. In the Childcare Agreement, the childcare facility and the custodial persons of the child may agree upon completing a trial period.

(4) The Childcare Agreement together with completed and signed documents listed below must be provided no later than by the day of enrolment:

- **Pick-up Authorisation Form** (Appendix 1 of the Childcare Agreement)

- **Instruction for Custodial Persons and Declaration in accordance with § 34 para. 5 sent. 2 of the Protection against Infection Act (Infektionsschutzgesetz (IfSG))** (Appendix 2 of the Childcare Agreement)

- **Declaration on Hygiene Policy** (Appendix 3 of the Childcare Agreement)

- **SEPA Direct Debit Mandate** (Appendix 4 of the Childcare Agreement)

- **Declaration of Consent to the publication of photo, audio and video recordings** (Appendix 5 of the Childcare Agreement)

- **Medical Certificate for enrolment at a community facility** (Appendix 6 of the Childcare Agreement)

- **Catering Contract for participating in the shared lunch at the childcare facility** (Appendix 7 of the Childcare Agreement)

(5) The Carrier can share children's personal data (date of birth, name, etc.) with corresponding offices for the purposes of statistical surveys by the subsidy provider and local youth welfare planning by the competent Youth Welfare Office.

§ 4 Opening and Closing Hours

(1) Opening and closing hours are determined by the Carrier after consulting the parents' committee. The custodial persons will be notified of the current opening and closing hours as well as of any changes in writing or by means of an announcement on the noticeboard.

(2) The childcare facility is closed all day on bank holidays, Saturdays and Sundays.

(3) The childcare facility may be closed for up to four weeks during the summer holidays.

(4) The custodial persons will be immediately notified about any closings of the childcare facility or cancellation of certain groups caused by diseases, authorities' official orders, staff shortage or operational deficiencies.

§ 5 Attendance

(1) In the best interest of the child and the group, the child should attend the childcare facility regularly.

(2) When visiting the childcare facility, the child has to wear sturdy clothes. The custodial persons should provide enough changing clothes that are appropriate for playing inside and outside and allow children to change clothes on their own.

(3) The custodial persons are responsible for bringing care products, gym clothes, painting aprons, etc. Exceptions will be discussed with the educational staff and settled.

(4) The childcare facility will strive to ensure responsible and respectful handling of children's property according to the corresponding rules.

The custodial persons should label all personal belongings with their child's name. They will be notified of loss of or damage to their child's property.

The childcare facility assumes no liability.

(5) During the opening hours of the childcare facility, children may be taken for short unplanned walks (e.g. to the playground or to a shop) without prior notice. However, the custodial persons will be informed in advance about other activities such as carnival participation, trips and journeys by car or public transport, visits to facilities outside the place of residence, etc. and will be asked to give their consent.

(6) For the purposes of demonstration and documentation of educational activities, photo, audio and video recordings of the children may be made and exhibited within the childcare facility or displayed on a parents' evening. The custodial persons will be asked in advance to give their consent to any planned publications of these materials outside the childcare facility (Appendix 5 of the Childcare Agreement).

§ 6 Illness Policy

(1) The custodial persons are obliged to report the absence of their child immediately and provide a written or oral excuse.

(2) In case of illnesses, particularly colds, skin rashes, vomiting, diarrhoea or fever, children must stay home in the interest of all persons visiting the childcare facility.

(3) In severe cases, the Management may forbid the sick child to attend the childcare facility.

(4) The Management must be immediately notified if a child or a family member is diagnosed with a communicable disease specified in § 34 para. 5 sent. 2 of the Protection against Infection Act (IfSG). Children who are suffering from or suspected of suffering from or infected with one of these or other diseases specified in Chapter VI of the IfSG shall not enter the premises or use the installations of the childcare facility and shall not attend functions of the childcare facility until the treating doctor or the Health Office confirm that there is no more danger of spreading or transmission of the disease. This also applies to the custodial persons, siblings or other persons who live in the household with the child. If suspicion of a disease arises, the custodial persons must notify the Management immediately or at the latest on the day after the symptoms appear.

(5) The Management of the childcare facility is obliged to make a notification to the competent Health Office about communicable diseases specified in the IfSG.

(6) If a child has to take medications regularly, educational staff may administer medicaments in an individual case. This requires a written agreement signed by the custodial persons, the treating doctor and the Carrier.

§ 7 Supervision and Way Home

(1) It is incumbent upon the educational staff to care for the children entrusted to them during their stay at the childcare facility including trips, walks, tours, etc. The extent of legal responsibility depends on children's level of development and their personality.

(2) The legal responsibility of the educational staff starts when the child arrives or is received at the childcare facility and ends when the child leaves it or is handed over. The custodial persons bear full responsibility for the child's way to the childcare facility and back home; the childcare facility is not obliged to pick up children or bring them home. The custodial persons must make sure that their child is picked up from the childcare facility on time and in due form.

(3) A written declaration of the custodial persons specifying who has the right to pick up their child is binding. Changes must be reported to the Management by submitting a new pick-up authorisation form (Appendix 1 of the Childcare Agreement). The person authorised to pick up the child must be personally known to the staff, otherwise an ID must be provided.

(4) In case the child is to go home alone, the Management and the custodial persons have to reach an agreement on this. In

addition to that, a written declaration of the custodial persons is required to allow the child to go home alone (Appendix 1 of the Childcare Agreement).

(5) According to their level of development, children may leave the childcare facility for certain activities (e.g. meeting friends, visiting sports clubs, youth groups, libraries, etc.) carried out in the nearby area. For this, the Management and the custodial persons have to come to an agreement, which must be reflected in the pick-up authorisation form (Appendix 1 of the Agreement).

(6) At special events such as feasts, trips, etc., the custodial persons are responsible for keeping their children properly supervised, unless otherwise agreed.

§ 8 Insurance

(1) The children of the childcare facility are covered by statutory accident insurance on the direct way to and from the facility and during their stay in the facility as well as at events in the area of responsibility of the childcare facility (§ 2 para. 1 No. 8a Social Code Book VII (SGB VII)).

(2) Furthermore, there is private accident insurance in the scope of collective accident insurance of the Diocese of Speyer.

(3) Accidents on the way to and from the childcare facility must be reported to the Management by the custodial persons without delay, however, at the latest on the day after the accident.

(4) Claims for personal injury, particularly compensatory damages, filed against the Carrier and the childcare facility staff as well as claims against other children are excluded under §§ 104 et seq. SGB VII, unless they are caused by intent or it is a commuting accident.

(5) Justified property damage claims are covered by the Carrier's liability insurance.

§ 9 Educational and Learning Documentation

(1) Observing child development is part of everyday life of the childcare facility. Regular monitoring results in a series of snapshots in form of documents such as notes, reports, photographs, video/audio recordings, etc., which represent the development and learning progress of each child. An exchange of these observations among all participants makes it possible to support each child in his/her development and learning progress.

(2) Descriptions acquired from monitoring and results of team reflection are recorded in writing and compose the child's personal file together with his/her own creations. The purpose of it is to identify educational processes and learning progress of each child and to aim educational activities at them.

This documentation is also a starting point for the annual development discussion between a member of the educational staff and the custodial persons.

(3) The custodial persons are allowed access to the personal file of their child any time. The complete documentation is handed over to the custodial persons upon request or at the latest with the graduation/exclusion of the child from the childcare facility. Third parties (e.g. primary school, teachers, the Youth Welfare Office) are not authorised to request access to personal files without permission of the custodial persons. Information contained in the personal file shall not be passed on to third parties.

§ 10 Teamwork with Custodial Persons

(1) Custodial persons are the first and most important persons their children relate to. They and their children bring their personal life experiences to the childcare facility. Educational staff acknowledge this and refer to this in their work creating an educational partnership with the custodial persons on the basis of regular contact and exchange.

(2) The parents' committee in particular promotes the teamwork between the custodial persons and the childcare facility. It advises the Carrier and the Management on all important work issues and can provide input for the arrangement and organisation of the childcare facility. Otherwise, Land specific regulations apply.

§ 11 Cooperation with School

(1) In after-school care centres, in voluntary all-day schools (Saarland) as well as in the year prior to school entry, cooperation with school is an important aspect of educational activities. Therefore, there exist diverse connections between the educational staff of the childcare facility and teachers from schools in the catchment area.

(2) At the childcare facility, besides sharing meals, schoolchildren do homework on their own (under supervision of the educational staff though) as well as spend free time together with other children from the group. The custodial persons are responsible for practicing skills regularly, preparing for class tests, catching up on missed or additional learning material, doing especially difficult homework as well as providing private tuition.

§ 12 Parental Contribution

(1) Determined by legal regulations, parental contribution partially covers staffing costs of the childcare facility. It is to be paid monthly, also during closing times such as holidays and in case of illness or other absence of the child.

(2) The amount of the parental contribution depends on the law of the Federal Land concerned (in its valid version). In deviation of this, government offices offer reductions to multiple-child families claiming child benefit.

(3) In addition to the parental contribution and depending on the occupancy and the pedagogical concept of the childcare facility, catering fee may be charged. In case of full day provision, however, catering fee is obligatory. For this, a catering contract must be concluded (Appendix 7 of the Childcare Agreement).

(4) For families with low income, the parental contribution as well as catering fee may be reduced in exceptional cases. Applications are to be submitted to the competent Youth Welfare Office (Jugendamt) or Social Services Office (Sozialamt). If necessary, the Management can provide information on this.

(5) Further fees such as tea money or money for handicraft products may be charged by the Carrier.

(6) The custodial persons will be notified by the Carrier of the amount of the current monthly parental contribution and, if applicable, of the catering fee and additional fees as well as of any changes concerning these in writing or by means of an announcement on the noticeboard.

(7) Basically, all fees are collected by SEPA Direct Debit (Appendix 4 of the Childcare Agreement). All fees are to be paid in advance, at the latest by the 5th day of each month.

(8) In case of outstanding parental contributions, the competent Youth Welfare Office will be notified, if no payment has been made after a reminder and a warning.

§ 13 Termination

(1) The custodial persons may terminate the Childcare Agreement at the end of a month with a notice period of four weeks in advance of the ending date. The notice needs to be provided in writing.

(2) No notice of termination is required when a school-age child starts school.

(3) Termination is not permitted during the last two months prior to school entry.

(4) The Carrier may terminate the Childcare Agreement at the end of a month with a notice period of four weeks in advance of the ending date. A written notice stating a reason will be provided.

Reasons for termination may include in particular:

1. unexcused absence of the child from the childcare facility for more than four weeks,
2. inability of the childcare facility to meet the child's special requirements,
3. partial or full failure of the parents to abide by the current Regulations, the Childcare Agreement or the Catering Contract in spite of a previous written warning,

4. outstanding payment of the parental contribution or catering fee overdue for two months in spite of a written warning,
 5. essential discrepancies between the custodial persons, the Carrier and the Management in perception of the educational concept causing the Carrier's inability to provide the child with appropriate support in spite of repeated efforts aimed at achieving an agreement and the Carrier's unwillingness to extend the Childcare Agreement.
- (5) The right to extraordinary termination for important reason remains unaffected.

§ 14 Dispute Settlement

In case of differences or disputes arising from the Childcare Agreement, the Episcopal Ordinariate Speyer is to be called before resorting to public courts.

§ 15 Entry into Force

The above Regulations for Catholic Childcare Facilities (Kita) in the Diocese of Speyer will come into force with effect from 1 August 2017 and will supersede the existing Regulations which have been in force since 1 November 2010.

Speyer, 3 May 2017

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Bishop of Speyer