

1. User regulations for day-care centres (after-school-care centres and facilities for childcare at support centres with a support focus on learning and emotional and social development) of the City of Leipzig under the administration of the Office for Youth, Family and Education

2. Appendix to the Care Contract

3. Basis (in the currently valid version)

- BGB (German Civil Code)
- SGB I
- SGB VIII – Children and Youth Welfare
- SGB XII – Social Welfare
- Sächsisches Gesetz zur Förderung von Kindern in Tageseinrichtungen (Gesetz über Kindertageseinrichtungen SächsKitaG) - Saxon Law on the Support of Children in Day-Care Centres (Law on Day Care Centers SächsKitaG)
- Verordnung des Sächsischen Staatsministeriums für Kultus und Sport zur Integration von behinderten und von Behinderung bedrohten Kindern in Tageseinrichtungen - Ordinance of the Saxon State Ministry for Culture and Sport for the Integration of Children with Disabilities and at Risk of Disability in Day-Care Facilities (SächsIntegrVO)
- Sächsisches Schulgesetz/Schulordnung - Saxon School Act/School Ordinance
- Sächsischer Bildungsplan - Saxon Education Plan
- Sächsische Qualifikations- und Fortbildungsverordnung (SächsQualiVO) - Saxon Qualification and Further Education Ordinance (SächsQualiVO)
- Empfehlung des Sächsischen Staatsministeriums für Soziales und Verbraucherschutz zur Medikamentenvergabe in Kindertageseinrichtungen im Freistaat Sachsen - Recommendation of the Saxon State Ministry for Social Affairs and Consumer Protection on the Distribution of Medication in Daycare Centres in the Free State of Saxony
- Infektionsschutzgesetz (IfSG)/ Information des Staatsministeriums für Soziales und Verbraucherschutz - Infection Protection Act (IfSG)/Information from the State Ministry for Social Affairs and Consumer Protection
- „Empfehlungen für die Wiederezulassung in Schulen und sonstigen Gemeinschaftseinrichtungen im Freistaat Sachsen“ der Landesuntersuchungsanstalt für das Gesundheits- und Veterinärwesen - "Recommendations for Readmission in Schools and Other Community Facilities in the Free State of Saxony" from the State Research Institute for Health and Veterinary Affairs
- Positionspapier zur Elternmitwirkung in Leipziger Kitas - Position Paper on Parental Participation in Day-Care Centres in Leipzig

4 Scope of application

5. The user regulations apply to all after-school-care centres at primary schools and facilities for childcare at support centres with a support focus on learning and emotional and social development in the area of responsibility of the Office for Youth, Family and Education (AfJFB).

6. General admission conditions/regulations

7. The legal guardian must complete the registration with the facility management.

8. A supervision contract under private law is concluded.

9. The contract is concluded by the facility management and the legal guardian.

10. Necessary changes to the contract are possible for both parties.

11. Individuals with sole custody require a negative certificate from the AfJFB (SG Assistance/Certification, Department of State Youth Welfare [Hoheitliche Jugendhilfe]).

12. A SEPA direct debit form must be signed upon conclusion of contract.

13. Children with disabilities and children at risk of disability can be cared for in the day-care centre in an integrative manner.
14. Before applying for integration assistance at the Social Welfare Office, Dept. Aid for Persons with Disabilities or at the General Social Service (Behindertenhilfe oder beim Allgemeinen Sozialdienst), written confirmation of possible integrative care of the child must be provided by the facility.
15. Once the decision on the granting of integration assistance has been issued according to Sections 53 paragraphs 1 and 2, 54 SGB XII (Social Code) or Section 35 a para. 1, 2 SGB VIII, the child will be cared for in the facility.
16. The legal guardians have an obligation to cooperate according to Section 60 et seq. SGB I.
17. The Saxon Education Plan and the latest scientific findings on educational research form the basis for designing open educational work within the facilities.
18. The quality of the educational work is constantly measured and further developed using recognized quality development processes.
19. By signing the contract, the legal guardians consent to written development documentation including photo documentation being kept for their child, taking into account the Saxon Data Protection Act.
20. If the legal guardians do not agree, they must inform the facility management in writing.
21. The guardians agree that after-school care, childcare, school social work and the school will enter into a mutual exchange regarding the children's developments and thus the duty of confidentiality is waived among them.
22. If the legal guardians do not wish this, please inform the management in writing.
23. When the child is admitted to the facility, the legal guardians shall declare revocably and in writing who else is entitled to pick up the child.
24. Legal guardians are obligated to provide their telephone numbers and those of the persons authorized to collect the children in an emergency in order to secure the collection of the child in an urgent case.
25. Telephone number changes must be reported to the facility immediately and without being asked.

26. Cooperation with legal guardians

27. The educational staff and the legal guardians work together as partners for the benefit of the child.
28. According to Section 6 of the Saxon Law on the Support of Children in Day Care Centres (SächsKitaG), the legal guardians, through the parents' council, participate in fulfilling the tasks of the day-care centre.
29. At the beginning of each school year, the facility management convenes a parents' meeting to elect the parents' council.
30. The elected parents' council performs a supportive and advisory role and is involved in all important matters.
31. These matters mainly concern:
 32. - information on important questions of education and upbringing,
 33. - providing advice on educational programmes and concepts and
 34. - consultation in determining the closing times during the holidays, bridging days and educational days.
35. The legal guardians have the right to take part in a meeting about their child's development once a year.

33. Opening times/care times

34. The facilities are usually open Monday to Friday outside of class hours between 6 am and 5 pm.
35. Early-morning care ends when classes start (the school's 1st period) and afternoon care begins after the regular end of lessons for the child's class.
36. Opening times may vary during the holidays due to needs assessments and will be announced accordingly.
37. The weekly care time for each child is determined in coordination with the management and the legal guardians, taking into account the needs of the child and the parents.
38. The following can be agreed as daily or weekly care time:
1/5 hours 5/25 hours 6/30 hours
39. The contractually regulated number of hours must not be exceeded.
40. The staff's duty of supervision begins when they receive the children in the facility and ends when the children are picked up by their legal guardian or a person authorized to collect them or when they leave the facility after being authorized to do so.
41. The educational specialists are entitled to perform an ID check.
42. If there is a recognizable threat to the child from the person authorized to collect the child, the facility may refuse to hand over the child.
43. In principle, a written power of attorney from the legal guardian vis-à-vis the facility's educational staff is required if the child is to go home alone or be picked up by a third party.
44. The powers of attorney must include the name, date, time, and signature.
45. Permanent powers of attorney are possible and apply until the end of the school year or until revoked.
46. If the child is not picked up by the end of opening hours, the staff on duty is entitled to take suitable measures to ensure that the child is looked after at the expense of the legal guardian.
47. You can choose:
48. - the transport of the child by taxi home or to the authorized person or
49. - arrange for placement at the children's emergency service (Ringstrasse 04, 04209 Leipzig, Tel. 0341 4120920).
50. In these cases, the legal guardians shall bear the normal daily fees of the child emergency service, the transport costs and the costs for the necessary overtime (flat rate of 25 euros per hour or part thereof) of the educational staff of the after-school-care centre/care facility.

51. Regulations on closing times and holidays

52. The facilities are closed between Christmas and New Year's, usually from 24 December to 1 January.
53. In exceptional cases, admission to an institution of the City of Leipzig will be ensured at the request of the legal guardian.
54. The written request for the need for care during the closing time in the aforementioned period must be submitted to the management by 5 November of the current year.
55. All facilities are closed on 24 December, 31 December and on the Friday after Ascension Day (bridging day).
56. No care is offered in another facility on these days.

57. According to the city council resolution, the facilities are closed for up to 3 weeks, primarily during the summer holidays.
58. After confirmation of the closing time by the AfJFB, this shall be communicated to the parents' council and they have the right to have their input heard.
59. This also applies to the closure on bridging days (working day between public holidays and weekends).
60. In exceptional cases, admission to another institution in the City of Leipzig will be ensured.
61. There is no right to withhold or reclaim the parental contributions for the above closing times.
62. In addition, the facilities remain closed to day-care centres for two pedagogical days a year, which are determined in coordination with the parents' council at the beginning of the school year.
63. The pedagogical days serve to train the specialists in accordance with SächsQualiVO and to improve the quality of the facilities.
64. The opening times during the holidays are based on the identified care needs.
65. There is no need to change the 25-hour and 30-hour contracts during the non-teaching period or during the holidays, even if the weekly hourly rate is exceeded.
66. However, this does not apply to 5-hour contracts. In this case, the child can visit the facility 5-hours a week, ideally on one day.

67. Illness, temporary absence of children

68. Sick children will not be cared for in the facilities.
69. If the legal guardians become aware of any illness before going to the facility, the children may not be brought/sent to the facility.
70. The legal guardian must inform the facility management of the illness immediately.
71. If the educational staff determines that a child is ill, the legal guardians will be notified immediately.
72. They are then obligated to pick up the child from the facility immediately.
73. In urgent cases, the facility will provide emergency medical care.
74. Section 34 para. 5 sentence 2 IfSG stipulates that, among other things, a child may not go to a community facility if:
 75. they have a serious infection caused by low levels of pathogens, e.g. diphtheria, cholera, typhoid, tuberculosis, diarrhoea caused by EHEC bacteria, virus-related haemorrhagic fever, plague and polio,
 76. they have an infectious disease that in some cases can have a hard and complicated course (e.g. whooping cough, measles, mumps, scarlet fever, chicken pox, meningitis by Hib-bacteria, meningococcal infections, scabies, contagious ring worms, hepatitis A and bacterial dysentery and
 77. they have a head lice infestation and treatment has not yet started.
78. In principle, no medication is administered in the facilities.
79. This can only be done in justified exceptional cases (chronic illnesses, emergency medication) by the facility's specialists with the legal guardian's authorization and a doctor's confirmation (medication form, information for the day-care centre).
80. The administration of injections (e.g. insulin) by the educational staff is generally excluded.
81. The medically prescribed administration of emergency medication (e.g. in the case of allergies or epilepsy) is regulated on a case-by-case basis.

82. The legal guardian's responsibilities

83. According to Section 60 SGB, the legal guardians have an obligation to cooperate.
84. According to this, they are obligated to notify the facility management immediately of any change in personal circumstances (in particular changes in custody, change of residence, marriage, separation) .
85. If the duty to cooperate is not fulfilled and the city of Leipzig incurs financial damage as a result, the legal guardians shall be obligated to compensate the city.
86. The legal guardians are obligated to actively cooperate with the facility's educational specialists in the sense of an educational partnership for the benefit of the child.
87. The legal guardians are obligated to adhere to the contractually bound weekly care time.
88. If the care time is repeatedly exceeded, the facility management may request a change in the supervision contract.

89. Insurance

90. In all institutions, insurance cover exists from the Saxony Accident Insurance for accidents involving children during the care period and for the way to school.
91. Medical examinations after accidents in the after-school care centre must be carried out by a doctor or emergency medical staff so that costs may be covered.
92. In this context, the parents are generally obligated, even after the delayed appearance of symptoms, to inform the facility as to which doctor has been consulted and which measures have been taken to ensure that the costs are covered.
93. If a child damages the property of the facility through unauthorized acts, the child can be obligated to pay compensation within the meaning of Section 823 et seq.
94. No liability is assumed for damage to or loss of clothing or other items brought to the premises.

95. Parental contributions

96. The adjustment of the parental contributions on the basis of the actual operating cost settlement is conducted in accordance with Sections 14 and 15 SächsKitaG through a city council resolution.
97. The contributions will be announced in good time via the facility and the press.
98. The legal guardians can apply to the AfJFB, Financial Services Department (Finanzielle Leistungen), SG Economic Youth Aid (Wirtschaftliche Jugendhilfe Kita), for a reduction in the parental contribution in accordance with Section 90 of Book VIII SGB.
99. This application does not release you from the obligation to pay until a decision is made. After checking the ability to pay according to Sections 82-85 SGB XII, the legal guardians will receive a decision.
100. The parental contribution is due on the 15th of each current month and must be paid to the City of Leipzig, specifying the subject of the contract.
101. When a SEPA direct debit mandate is issued, the amounts will be debited for the specified due dates under the creditor identification number DE11ZZZ00000065343 and stating the mandate reference (subject matter of the contract).
102. Changes in contributions are levied from the time of the change.
103. The parental contribution according to Section 15 para. 1 SächsKitaG shall be lowered upon submission of the required evidence.
104. A reduction in the contribution for parents with several children attending a day-care centre at the same time is only possible with a care scope of 25 or 30 hours per week.

105. Homework

106. Homework is the responsibility of the school (Section 20 Saxon School Regulations/Primary Schools SOGS).

107. The content is checked for correctness and completeness in the classroom.

108. The children have the opportunity to do their homework voluntarily in the facility.

109. Usually, no homework time is offered on Fridays and on days when larger leisure events are planned.

110. Contract changes, timely termination, and withdrawal from the contract

111. Changes to the contract due to adjustments to the scope of care and the termination of the contract by the legal guardians are possible with a notice period of one month to the end of the month in writing to the management.

112. The AfJFB may terminate the contract with one month's notice to the end of the month in writing to the legal guardian.

113. In the case of children whose physical, mental and/or emotional development requires specific care that is not feasible with the facility's personnel and room conditions, options for needs-based care must be sought together with the legal guardians with the assistance of other network partners (e.g. application for integration, help with upbringing).

114. If the legal guardians are not willing to cooperate for the good of the child (see also point 6.2), the AfJFB may terminate the contract with one month's notice to the end of the month.

115. In cases of permanent endangerment to others and themselves, a termination with a notice period of one month to the end of the month will be considered, taking into consideration the individual case, with the assistance of an experienced specialist, in cooperation with the ASD and after examination by the AfJFB.

116. In the event of serious or repeated breaches of contract, this may result in termination of the contract without notice.

117. This applies to both partners.

118. For the City of Leipzig, this applies in particular to:

119. - arrears of contribution payments of at least 2 months,

120. - after 5 days of unexcused absence of the child/children in the after-school care centre within one month,

121. - in the event of an excused absence from the facility for two months

122. - failure to present the required medical reports/certificates in conjunction with Section 60 et seq. SGB I and

123. - violation of the duty to cooperate according to point 6

124. The termination of the contract is carried out by the AfJFB, Financial Services Department (Finanzielle Leistungen), SG Economic Youth Aid (Wirtschaftliche Jugendhilfe Kita).

125. Entry into force

126. The user regulations come into force on 01.05.2019. The user regulation of the AfJFB of 11.09.2012 expires at the same time.

Leipzig, 23.04.2019

Tsapos

Head of the Office for Youth, Family and Education