

WHAT YOU NEED TO KNOW ABOUT DAY CARE

The Small Print Made Big – General Terms of Business

Status November 2020

We are pleased that you wish to have your child cared for by a day care provider* at Tagesmütter Graz-Steiermark ("Day Care Providers of Styria")!

Our day care providers have completed training for this role pursuant to the Styrian Child Education and Care Act 2019 (327 instructional units and a two-month practicum) and are employees of Tagesmütter Graz-Steiermark.

The high quality of the day care is ensured by targeted professional development opportunities and regular supervision. The day care permit and expert advice of the province of Styria ensure that the staff's work will be monitored.

Day care providers focus their attention on the well-being of the child, individuality within a familial framework, and the development of everyday skills. The social learning and integration of children with handicaps, or from different cultures, are essential elements of a day care provider's work. For children with special day care needs, Tagesmütter Graz-Steiermark offers MIKADO and "day care as part of child and youth welfare".

A day care provider's profession allows them to deal one-on-one with your child, but also requires them to maintain an overview of the children to be cared for, and to comply with formal regulations. To ensure good cooperation, we ask that you let us know about any needs or uncertainties you may have.

The employees in your regional office will advise you regarding your questions and problems, and support you during funding applications. We are networked with other local institutions and organisations who have information available in their respective offices.

*Our company hires both men and women as day care providers. "Day care provider" covers both genders.

Here you will find important points needed for a good day care relationship, and the formal regulations on which you and Tagesmütter Graz-Steiermark will agree, as soon as a Day Care Contract has been concluded.

Conclusion of the Day Care Contract	3
Start of day care ("trying it out")	3
Familiarization	3
Day care times	3
Bringing and picking up the child	4
Place of care, excursions	4
Prohibition of smoking	5
Pets	5
Day care for school children	5
Emergencies	5
Apprenticeships with the day care provider	5
Personal hygiene	6
When a child is sick	6
Medications	7
Termination	7
Illness of the day care provider	7
Funding (calculating the social scale)	7
Discounts	7
Guaranteed value	8
Accident insurance	8
Damage compensation	8
Duty of confidentiality	9
Data protection	9
Consent to data use	9
Membership in the association "Tagesmütter Graz-Steiermark" (Day Care Providers of Graz and Styria)	10
Place of jurisdiction	10

Conclusion of the Day Care Contract

The Day Care Contract will be concluded between the parents or legal guardians and Tagesmütter Graz-Steiermark – including the day care provider – in the competent regional office.

At the drawing up of the contract a deposit / forfeit to the amount of €100 is due.

Documents required:

- copy of birth certificate
- copy of vaccination certificate

Start of day care ("trying it out")

For all participants, the beginning of day care will be easier if the child can gradually get used to the new situation, and if the parents or legal guardians can openly discuss any concerns or questions with the day care provider.

We recommend that parents or legal guardians get to know the day care provider, together with the child, before concluding the contract and beginning day care. Tagesmütter Graz-Steiermark offers a total of five trial hours for familiarization (initial visit, getting to know the group and the space, etc.). Then the Day Care Contract should be concluded.

Familiarization

After the Day Care Contract is concluded, the familiarization phase begins. A successful familiarization phase is the foundation for future cooperation between parents or legal guardians and day care providers in a positive child-rearing partnership.

The length of the familiarization phase is individually tailored to the child's temperament and experience with bonding – normally one to three weeks is needed for the child to acclimate. If possible, a period of at least three days should be spent with a parent present part of the time and the child "alone" with the day care provider only briefly.

The day care provider actively involves the parents or legal guardians in this process, exchanges ideas with them, and informs them that they should be reachable anytime during this initial period, or make arrangements so that their child can be picked up at any time.

Day care times

Fifteen to forty-five hours per week will be spent in day care. Depending on the day care provider's capacity, the child will be in day care sometime between 6 am to 8 pm. Day care provided outside these hours will incur additional costs. If the parents or legal guardians are unable to bring the child to day care, the day care provider must be informed immediately. Unused days or hours are forfeited and cannot be made up later. The day care provider documents the time spent in day care each day. The parents or legal guardians must confirm this with their signature at the end of every month.

The scope of day care can be agreed in writing in two different ways:

1. Agreement of day care times that are fixed each day

This form is recommended if care from the day care provider is needed at the same times every day. To this end, the beginning and ending times of the day care provided on the individual days of the week will be agreed in writing in the Day Care Contract.

2. Agreement on a weekly framework time

In this case, we need an employer's attestation (which must be submitted to the province of Styria) that a flexible day care is necessary due to work times. A weekly amount of day care hours will be agreed that can be flexibly used up, in consultation with the day care provider, within the framework times fixed under the Day Care Contract. This allows us to give parents or legal guardians the optimum flexibility they need for their careers. Since the service plan of the parents or legal guardians is directly connected to that of the day care provider, by signing the Day Care Contract the parents or legal guardians commit to coordinate the daily care times with the day care provider one week in advance.

Bringing and picking up the child

If it should turn out that the child is frequently not picked up at the agreed time, an adjustment of the extent of day care must be agreed with Tagesmütter Graz-Steiermark.

If the care is to begin or end at a location other than the day care provider's household, the care time begins when the day care provider leaves their workplace (household), or the care time comes to an end when the day care provider returns home. Example: The day care provider picks their child up from the music school – the care time begins when the day care provider leaves their household. Any incurred travel expenses will be passed on to the parents or legal guardians (e.g., tickets for public transportation, official kilometre funds for the use of a car).

School children may leave the day care provider's premises by themselves if they have a written authorisation signed by the parents or legal guardians.

Place of care, excursions

The child will receive care in the day care provider's house or residence. Within the agreed care time, locations outside the day care provider's residence (e.g., a playground) can also be deemed contractually agreed places of fulfilment. To make the day care diverse and child-oriented, the day care provider can also make excursions with the children. Activities that incur costs (for entry tickets, etc.) will be carried out only with the express consent of the parents or legal guardians. The costs for these activities must be reimbursed. The child can be taken by car if the parents or legal guardians provide a child seat that complies with regulations.

Prohibition of smoking

Day care providers may not smoke in the presence of children in day care. This applies to the rooms in which the children stay, as well as to outside areas (such as gardens, playgrounds, during excursions, etc.).

Pets

When the child is being placed, their parents or legal guardians will be told about any pets the day care provider keeps in their household. The parents or legal guardians must inform Tagesmütter Graz-Steiermark if the child is allergic to animal hair, so this can be considered when a day care provider is selected.

Day care for school children

The day care provider creates a positive work environment in which children in their care can do their homework. He or she will supervise the children and offer assistance if needed. But controlling homework and learning contents, and in-depth learning, remains the responsibility of the parents or legal guardians. They are also responsible for contact with the school.

The learning success of a child does not lie within the day care provider's area of responsibility.

Emergencies

For all essential information to be available in cases of emergency, the emergency data sheet must be filled out on contract conclusion and updated with the day care provider every 6 months.

Apprenticeships with the day care provider

The day care provider may occasionally work with an apprentice. The parents or legal guardians agree that the apprentice will take over part of the daily routine, in the presence of the day care provider, on a case-by-case basis. But in any case, supervision will remain the day care provider's responsibility.

Personal hygiene

The day care provider will take necessary measures to ensure the child's personal hygiene (e.g., cleaning, changing nappies, showering, changing clothes, etc.)

Head lice: In exceptional circumstances the childminder can wash the child's hair with a suitable shampoo.

When a child is sick

Sick children may not be brought to the day care provider. This is to protect the other children and the day care provider from contagion, and to ensure that the sick child gets enough rest. The parents or legal guardians will be notified when the first signs of an illness appear. The child should then be picked up as soon as possible. As long as the risk of contagion exists, the sick child may not be brought to the day care provider. If needed, Tagesmütter Graz-Steiermark may demand a doctor's note to allow the child to resume attendance, even if the disease is not subject to compulsory notification.

Here are a few exemplary indications that a risk of contagion no longer exists:

- Diarrhoea: until a formed stool appears. For salmonella and norovirus infections a doctor's note will be required before the child can resume attendance.
- Vomiting (due to an infection of the gastrointestinal tract): after a few days, and if a risk of infection no longer exists.
- Mumps, measles, rubella, fifth disease, chicken pox, rashes with fever: when the fever and rash have abated and a risk of infection no longer exists. For cases of measles and rubella, a doctor's note will be required before the child can resume attendance.
- Scarlet fever, throat and tonsil infections (angina): after a few days of no fever, and if the child feels well. For cases of scarlet fever, a doctor's note will be required before the child can resume attendance.
- Whooping cough: The risk of contagion lasts about 5 weeks. Although the period for risk of contagion can be shortened through antibiotic treatment, the child should remain at home during this main period, for their own protection. A doctor's note will be required before the child can resume attendance.
- Festering conjunctivitis, canker sores, festering skin infections, itch mites or other parasitic infestation, Hepatitis A or Hepatitis B: until a doctor feels reattendance is possible.
- Head lice: In general, reattendance is possible after treatment with lice shampoo (as long as all nits have been removed). If the child has been infested with nits or has frequent attacks of lice, a doctor's note attesting to the absence of nits and lice can be required.

Decisions about when the child can be brought back to the day care provider must always be made from the child's perspective.

In any case, and for the sake of the child's own recovery, the child should remain home until it can participate in the day care provider's usual activities without straining itself and without taking up too much of the day care provider's time so that the care of the other children suffers.

Medications

The day care provider may administer medicine to the child – voluntarily and in exceptional cases. Such administration will be made voluntarily, on the express wish of the parents or legal guardians, and on a doctor's written orders.

Termination

Tagesmütter Graz-Steiermark reserves the right to terminate the contractual relationship without notice in the event of serious incidents which could disturb the care process or endanger individuals. Such serious events include repeatedly bringing a child who is known to be sick to the day care provider.

Illness of the day care provider

If Tagesmütter Graz-Steiermark must provide a substitute day care provider due to illness, a longer trip might be necessary to travel to their premises.

Funding (calculating the social scale)

Any documents needed for calculating the social scale must be complete, correct, and submitted to the competent regional office on time. Tagesmütter Graz-Steiermark assumes no liability for incomplete or false information. Any changes that are relevant to the classification (such as the birth of a sibling) must be reported to the regional office immediately.

Discounts

A sibling rebate amounting to 10% will be applied to the parent's contribution (but not to the lump sum for expenses) for the family's second contract, or the contract for the younger child, if the contracts are concluded simultaneously. The 10% rebate will be granted for each additional contract of the family (for concurrently ongoing contracts).

If the day care provider is continually sick but does not call for a substitute, no parental contribution and no lump sum for expenses will be invoiced, with retroactive effect starting with the eighth day of the illness.

No credits can be considered until the invoice of the following month.

Guaranteed value

The monthly contribution by parents is based on the respectively valid tariff list of the province of Styria according to the Styrian Child Care Funding Act 2019 ("Steiermärkisches Kinderbetreuungsförderungsgesetz 2019"). The contribution will be adjusted annually at the start of each calendar year.

This value guarantee also applies to payments made due to overlapping periods with an institutional childcare facility.

The care will be financed by the province of Styria pursuant to the Styrian Childcare Funding Act 2019. If this funding should change, we reserve the right to adjust the parental contributions at times other than the beginning of the calendar year.

The lump sum for expenses is linked to the 2015 consumer price index published by Statistics Austria or an index replacing it. The annual adjustment is made at the beginning of the calendar year, whereby the average consumer price index of the last but one calendar year is taken as a basis.

Accident insurance

All children receiving care from Tagesmütter Graz-Steiermark are insured against accidents that occur during the times listed in the monthly reports. Accident insurance with Generali Versicherung AG exists for this purpose.

Damage compensation

If, despite careful supervision by the day care provider, a child receiving day care damages the day care provider's property in a way that exceeds the normal use or normal wear and tear of the facility and everyday objects, the child's parents or legal guardians shall compensate for such damage.

Tagesmütter Graz-Steiermark has taken out liability insurance to cover damage to third-party property caused by a child while it is receiving day care from the day care provider. If the day care provider is not culpable, the liability of Tagesmütter Graz-Steiermark or the parents or legal guardians is based on currently applicable Austrian damage compensation law.

An incident of damage will be handled by the competent regional office, not the day care provider.

Duty of confidentiality

Obviously, all day care providers and organisational employees of Tagesmütter Graz-Steiermark are forbidden from disclosing the personal data of the children receiving day care and of their parents or legal guardians. This duty of confidentiality will continue in full force after the Day Care Contract has ended.

If the child requires therapy or early interventive support, the person entrusted to provide it can be given the information they need to facilitate successful treatment, on consultation with the parents or legal guardians.

Data protection

The day care will be funded by the province of Styria and the child's municipality of residence. To render account for these funds, Tagesmütter Graz-Steiermark is obligated to forward data to these offices. The parents or legal guardians expressly agree that personal data regarding them and the children (e.g., name, date of birth, family status, scope of employment, and the number of siblings the child has) will be forwarded. Tagesmütter Graz-Steiermark will provide information at any time regarding stored data and its use.

Consent to data use

The parents or legal guardians acknowledge by signing that the following personal data will be processed with the support of automated procedures.

that Tagesmütter Graz-Steiermark will transmit to the province of Styria any data necessary to enforce the Styrian Child Education and Care Act 2019 (LGBl. [State Legal Gazette] no. 95/2019, as amended), as well as the Styrian Child Care Funding Act 2019 (LGBl. [State Legal Gazette] no. 94/2019, as amended).

that those data will be presented in particular during inspections by specialised pedagogical supervisors under § 48 (1) Styrian Child Education and Care Act 2019 (LGBl. [State Legal Gazette] no. 95/2019, as amended).

that the data cited will be transmitted in anonymised form to Statistik Austria to compile Austrian statistics on childcare facilities. To that end, the child's birth month and year will be transmitted.

- Name of the child, postcode of the child's residence, birth date of the child
- Information from contracts, such as the contract's beginning and end, the times care is given, amount of the monthly parental contribution, school attendance (Yes/No), and disabled under the Disabled Persons Act (Yes/No)
- Information about whether the child also receives care in another institutional facility (day nursery, kindergarten, crèche facility, children's house or shelter).
- Information about whether the child also receives care in another institutional facility (day nursery, kindergarten, crèche facility, children's house or shelter).
- If care is provided by a company childminder: information about whether the child receiving care is the child of a company employee

Membership in the association "Tagesmütter Graz-Steiermark" (Day Care Providers of Graz and Styria)

As long as their child is receiving care, parents or legal guardians are members of the Tagesmütter Graz-Steiermark association. The membership fee will be levied along with the care costs and the lump sum for expenses.

Place of jurisdiction

The court having subject-matter jurisdiction in Graz is established as the place of jurisdiction.