

ARBEITER-SAMARITER-BUND
Schulkooperation am Eichtalpark
mit der Grundschule
am Eichtalpark
Walddörferstraße 243
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Unterlagen Schulkooperation am Eichtalpark

Liebe Eltern ,

wir freuen uns, Ihnen als Kooperationspartner der Schule am Eichtalpark die
Betreuungsverträge aushändigen zu können.
Folgende Unterlagen sind im Brief enthalten:

- Abfrage der E-Mail Adresse
- Betreuungsvertrag
- Anmeldung (Anlage 1)
- Aufnahmebogen (Anlage 2)
- Abholberechtigung (Anlage 3)
- Information und Einwilligungserklärung (Anlage 4)

Bitte geben Sie diese ausgefüllt und unterzeichnet im ASB Büro in der Schule ab
oder senden Sie diese Unterlagen an die Schule z.Hd. Frau Carlucci zurück.

Bitte legen Sie eine Kopie des Impfausweises dazu.

Fragen beantworten wir gerne telefonisch oder persönlich.

Mit freundlichen Grüßen

Das ASB-Team

ASB Childcare contract

for all-day care
to

... Schulkooperation am Eichthalpark
School name



ARBEITER-SAMARITER-BUND
Sozialeinrichtungen (Hamburg) GmbH
Heidenkampsweg 81
20097 Hamburg
Tel. 040/83398 238
Fax. 040/83398 236
mail: kea.groenniger@asb-hamburg.de
web: www.asb-hamburg.de

Please sign the contract and complete the attachments.

Between the ARBEITER-SAMARITER-BUND Sozialeinrichtungen (Hamburg)
GmbH, as the provider of the all-day school (GTS) offer outside school hours

represented by Team Leader

Elettra Carlucci and Özlem Özgen

and
the legal guardian(s) (hereinafter referred to as legal guardian(s))

Mrs/Mr: _____

(The address data can be found on Annex 2 [Master Data and Permissions] to this Contract)

the child _____

born on: _____

with effect from: _____ the following agreement is hereby
reached:

1. Subject matter of the contract

The subject of the contract is care within the framework of the all-day school according to the framework concept (GTS), based on the currently valid legal agreements between the Free and Hanseatic City of Hamburg, Authority for Schools and Vocational Training (Behörde für Schule und Berufsbildung), and the umbrella organisations of youth welfare. This section deals with childcare hours in the early and late service, in the holidays and during core time. By signing this contract, the pedagogical concept is recognised, which ASB reserves the right to adapt to changes.

2. Scope of services

The ASB takes over the care of the above-mentioned child in the rooms of the cooperating school or, if necessary, in the premises of the provider during the holiday period. Participation in the all-day school (GTS) offer is free of charge within the core time, i.e. during school hours from Monday to Friday, 13:00 to 16:00. For childcare during the holidays, as well as for a booked early or late childcare there are costs depending on income.

Childcare is only available for registered children. The individual childcare hours are agreed in writing and are binding for one year at a time with the facility management (Annex).

The type, content and scope of the services, as well as the qualification of the staff, are governed by the legal requirements, as well as the cooperation agreement between the BSB authority and the ASB.

3. Care periods

(1) Childcare includes the times that result from the current Annex 1 (Childcare Times) in the respective school year. These are also the all-day school (GTS) services booked with the GTS provider. Public holidays and non-bookable days as per Annex 1 are not included in the care time. On up to 2 study days, the GTS facility can be closed without entitlement to emergency childcare. In addition, the childcare contract provides for a closure period within the holidays of up to 4 weeks (20 working days). The parents or guardians will be informed in writing of the closing times no later than 4 weeks after the start of the new school year. If necessary, emergency care will be organised at another school during the closure period. Emergency childcare only comes into effect if the need is explicitly registered by the legal guardian. Registration for emergency childcare must be made unsolicited no later than four weeks after the announcement of the closing times.

(2) Up to 12 holiday weeks can be booked within the Hamburg holidays. A holiday week consists of 5 consecutive weekdays within the holidays, which may be connected by a weekend. Holidays within booked holiday weeks count as holiday days. One of the up to twelve bookable holiday weeks can be a so-called "Sockelferienwoche". A "Sockelferienwoche" consists of up to 6 individual holiday days put together as desired. The booking of the "Sockelferienwoche" comes into effect with the first booked single holiday day.

(3) The booking of services for a new school year shall, in principle, be made by 31 May before the summer holidays.¹ Bookings or changes received after this date are subject to the following time limit. The legal guardians undertake to inform the all-day school (GTS) provider immediately of any changes to the care periods which they wish to make by way of a subsequent booking or a cancellation. The subsequent booking or cancellation of marginal or holiday periods can be made within a calendar quarter with effect from the calendar quarter after next. The all-day school (GTS) provider may waive the deadlines in writing in justified individual cases. In the event of a change in the care service, Annex 1 shall be adjusted. The date of commencement of the amendment shall be recorded therein.

4. Master data, permits and notification requirements

The master data of the child and the custodian, as well as the permission certificates, are regulated in Annex 2.

Further persons with a collection authorisation can be named via Annex 3.

Important changes affecting the care of the child (e.g. changes in contact details, changes in custody or authorised pick-up persons) must be communicated in writing without delay.

In the event of illness or absence of the child for other reasons not previously agreed with the all-day school (GTS) facility, the facility must be informed on the same day during school hours by 12:00 noon at the latest and during the holiday period by 8:30 a.m. at the latest.

5. Health care and diseases

¹ Except for justified individual cases such as relocation, change of school or later decisions in appeal proceedings.

The basis for the child's participation in the all-day school (GTS) offer are the provisions of the Infection Protection Act (IFSG), the provisions of which have been made known to the parents/guardians (Annex). With their signature, the legal guardians declare that they have been informed about the provisions and obligations to cooperate of the IFSG, and that they will comply with the resulting obligations.

Children suffering from a communicable disease are not allowed to visit the facility. The legal guardians undertake to inform the facility immediately if the child or another person living with the child has contracted a contagious disease. If a notifiable infectious disease occurs in the family, the healthy siblings must also be excluded from visiting the facility, in order to prevent the spread of the infection in the facility. If necessary, the facility can request a medical certificate at any time, which proves the harmlessness of a visit to the facility.

In case of illness, the facility must be informed immediately.

The administration of medication during the child's stay at the facility will only take place upon presentation of a written declaration of consent from the custodian and provided that the child's interest in participating in the care offer prevails. The administration of medication is documented.

The facility must be informed about chronic illnesses, nutritional or hygienic peculiarities of the child.

If a child falls ill during the care period, the parents or guardians will be informed immediately. In this case, the legal guardians are obliged to pick up the child immediately.

6. Insurance cover

All contractually looked-after children are insured against accidents on the direct route from their home / school to the all-day school (GTS) facility and back, as well as during their stay at the all-day school (GTS) facility in accordance with the provisions of the statutory accident insurance.

Commuting accidents must be reported to the GTS management team immediately, so that an accident report can be filed in due time.

Any items brought by or for the children are not insured. With regard to lost, exchanged or damaged items and wardrobe, the statutory liability rules apply.

7. Limitation of liability

Within the scope of its activities, the all-day school (GTS) provider is only liable for itself and its employees, as well as any vicarious agents and assistants, towards the children and guardians for intent and gross negligence. This also applies to personal property of the children and/or guardians.

8. Costs

The own contribution to be paid by the parent or guardian is made up of the costs for lunch, as well as the additionally agreed services for late service or holiday care. The basis is the agreement between the FHH and the umbrella organisations of youth welfare. The fee is payable, irrespective of the child's absences and closing times.

The booking, the calculation for the social grading for contributions and the collection procedure of the parental contributions is carried out by the BSB, represented by the school secretariat of the school.

The use of the service offer during the holiday period is agreed separately in each case.

9. Termination of the contract

9.1.

The contract ends upon withdrawal from the school without the need for a separate notice of termination or in the absence of an explicit service agreement (booking notification) for the current school year in accordance with Annex 1.

9.2.

The all-day school (GTS) provider may suspend the care for a limited period of time for good cause or terminate the contract extraordinarily for good cause. This must be declared in writing, stating the reasons.

Important reasons are, in particular, and without exclusion of other important reasons:

- if the child or one of his/her legal guardians repeatedly endangers him/herself or others or permanently disturbs the peace of the all-day school (GTS) facility.
- the child has been suspended or transferred to another school due to educational, and disciplinary measures taken by the school in accordance with §49 HmbSG
- in the absence of proof of immunity against measles and without medical presentation of a contraindication (in accordance with the Infection Protection Act)

In the event of termination for cause, the all-day school (GTS) provider shall comply with the general civil law requirements for such termination.

9.3.

According to Section 314 German Civil Code (BGB), the legal guardians have the *special* statutory right to terminate the contract for good cause. The relevant legal requirements must be complied with.

9.4

The all-day school (GTS) provider is entitled to inform the school management of the termination of the contract and the circumstances on which it is based.

10. Privacy policy

The all-day school (GTS) provider may, insofar as this is permissible and necessary for the fulfilment of its tasks according to the Child and Youth Welfare Act (SGB VIII) or for the fulfilment of this contract, process the personal data of the child and the custodian required for this purpose. The lawfulness of the data processing results from Article 6 (1) of the Data

Protection Regulation (GDPR). The processing is necessary for the performance of this contract to which the signing guardians are party.

Accordingly, the all-day school (GTS) provider will receive the admission data of the registered pupils from the school. The all-day school (GTS) provider and the school also inform each other in case of a child's absence. For further information, please refer to the attached Annex 4 "Information and Consent Declaration Information and Data Exchange", as well as the Privacy Policy. The legal guardians confirm their knowledge and consent by signing separately at the end of this contract and in Annex 4.

Data not required for the services and obligations of the all-day school (GTS) provider resulting from this contract will not be collected.

11. Components of this contract

The following shall be deemed to be part of this contract:

- Annex 1 Childcare hours
- Annex 2 Master data and permits
- Annex 3 Further authorised collectors
- Annex 4 Declaration of consent for information and data exchange

12. Written form and effectiveness

Amendments and supplements to this contract must be made in writing. The invalidity of individual provisions shall not affect the validity of the remainder of this contract

When/how my child go home.

My child: _____ Class: _____ will stay on

- Monday till _____ o' clock
- Tuesday till _____ o' clock
- Wednesday till _____ o' clock
- Thursday till _____ o' clock
- Friday till _____ o' clock
in the school.

My child can:

- ☐ Go home alone without parents.
- ☐ Can't go home alone and will be picked up from _____.

Hamburg, (date) _____
Signature of Facility Management

Hamburg, (date) _____
Signature of legal guardian(s)

Childcare hours for the school year 2023/2024

within the framework of all-day school (abbreviated in German as: GTS)

Name of the child

born on

Class (School Year 2023/24)

Names of the legal guardians

Reachability (Tel/Mail)

Bookings for childcare services for the respective school year are always made via the school office, and the booking notification is passed on to the GTS location management team.

During the current school year, in exceptional cases, the booking of childcare services can be changed via the school office in the course of a calendar quarter with effect from the quarter after next. The time period from 1 to 4 p.m. is generally excluded.

1. Core time¹

I/We register my/our child within the framework of all-day school (GTS) for the core care time on the following teaching days (at least on 3 days; at least from 1 - 3 p.m.):

	1 - 3 p.m.*	1 - 3:30 p.m.*	1 - 4 p.m.*
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			

* Please note that the location-specific pick-up times are mandatory!

2. Holidays/Sockelwoche⁴

I/we envisage, during the school year 2023/2024, the following supervised 6-day week (Sockelwoche) and holiday weeks according to the booking notification (max. 12 weeks).

The dates shall be fixed at the latest 6 months before the start of any utilisation period.

Hamburg school holidays* in the school year 2022/23	Individual days (max. 6)	Weeks (à 5 days)	8 a.m. - 4 p.m.
Autumn holidays 20223			
Christmas holidays 2023/24			
Winter holidays 2024			
Easter holidays 2024			
Whitsun holidays 2024			
Summer holidays 2024			

^{1/2} In principle, the parents have the right to have their child looked after free of charge at the school every day from 8 a.m. - 4 p.m. The enquiry as to when your child's attendance is compulsory is only for the purpose of organising staff deployment. Registration in term time is valid for the entire school year 2023/24.

3. Closing times

During the period from 31.07.2023 to 23.08.2023 and from 27.12.2023 to 29.12.2023, all-day school (GTS) will be closed for annual leave.

On **02.02.2024**, the GTS will be closed due to further training measures, which will involve all support staff.

4. Important information

Non-bookable holidays on which all-day-school (GTS) is closed, and no care is provided are:

- | | |
|--------------------------|-----------------|
| • German Unification Day | • New Year |
| • Reformation Day | • Good Friday |
| • Christmas Eve | • Easter Monday |
| • Christmas Day | • Labour Day |
| • Boxing Day | • Ascension Day |
| • New Year's Eve | • Whit Monday |

Place, date

Signature of legal guardian

Signature/stamp – All-day school (GTS) facility

Holiday days Hamburg in the actual school year 2023/2024

Oktober 2023						
	Mo	Di	Mi	Do	Fr	Sa So
39						1
40	2	3	4	5	6	7 8
41	9	10	11	12	13	14 15
42	16	17	18	19	20	21 22
43	23	24	25	26	27	28 29
44	30	31				

November 2023						
	Mo	Di	Mi	Do	Fr	Sa So
44			1	2	3	4 5
45	6	7	8	9	10	11 12
46	13	14	15	16	17	18 19
47	20	21	22	23	24	25 26
48	27	28	29	30		

Dezember 2023						
	Mo	Di	Mi	Do	Fr	Sa So
48					1	2 3
49	4	5	6	7	8	9 10
50	11	12	13	14	15	16 17
51	18	19	20	21	22	23 24
52	25	26	27	28	29	30 31

Januar 2024						
	Mo	Di	Mi	Do	Fr	Sa So
01	1	2	3	4	5	6 7
02	8	9	10	11	12	13 14
03	15	16	17	18	19	20 21
04	22	23	24	25	26	27 28
05	29	30	31			

Februar 2024						
	Mo	Di	Mi	Do	Fr	Sa So
05				1	2	3 4
06	5	6	7	8	9	10 11
07	12	13	14	15	16	17 18
08	19	20	21	22	23	24 25
09	26	27	28	29		

März 2024						
	Mo	Di	Mi	Do	Fr	Sa So
09					1	2 3
10	4	5	6	7	8	9 10
11	11	12	13	14	15	16 17
12	18	19	20	21	22	23 24
13	25	26	27	28	29	30 31

April 2024						
	Mo	Di	Mi	Do	Fr	Sa So
14	1	2	3	4	5	6 7
15	8	9	10	11	12	13 14
16	15	16	17	18	19	20 21
17	22	23	24	25	26	27 28
18	29	30				

Mai 2024						
	Mo	Di	Mi	Do	Fr	Sa So
18			1	2	3	4 5
19	6	7	8	9	10	11 12
20	13	14	15	16	17	18 19
21	20	21	22	23	24	25 26
22	27	28	29	30	31	

Juni 2024						
	Mo	Di	Mi	Do	Fr	Sa So
22						1 2
23	3	4	5	6	7	8 9
24	10	11	12	13	14	15 16
25	17	18	19	20	21	22 23
26	24	25	26	27	28	29 30

Juli 2024						
	Mo	Di	Mi	Do	Fr	Sa So
27	1	2	3	4	5	6 7
28	8	9	10	11	12	13 14
29	15	16	17	18	19	20 21
30	22	23	24	25	26	27 28
31	29	30	31			

August 2024						
	Mo	Di	Mi	Do	Fr	Sa So
31				1	2	3 4
32	5	6	7	8	9	10 11
33	12	13	14	15	16	17 18
34	19	20	21	22	23	24 25
35	26	27	28	29	30	31

September 2024						
	Mo	Di	Mi	Do	Fr	Sa So
35						1
36	2	3	4	5	6	7 8
37	9	10	11	12	13	14 15
38	16	17	18	19	20	21 22
39	23	24	25	26	27	28 29
40	30					

Holidays that cannot be booked are marked in red.

Child – Master data sheet

All-day school (GTS) facility: ASB Schulkooperation Gyula Trebitsch Schule

Child

Last name, first name, address		Gender <input type="checkbox"/> female <input type="checkbox"/> male
Date of birth	Birthplace	Nationality
Denomination*	Country of Origin*	Priority language*

Guardian

Last name, first name, address		Nationality
Date of birth	E-mail (Please use block capitals)	
Telephone (reachable during the		
Last name, first name, address		Nationality
Date of birth	E-mail (Please use block capitals)	
Telephone (reachable during the		

Medical and special notes*

Paediatrician*	Health insurance*	Policyholder*
Allergies/ chronic illnesses, food intolerances, illness-related or other physical, mental, emotional or sensory impairments:		

Other information

Notes

Permission certificate – please tick as appropriate.

My / our child

<input type="checkbox"/>	is always allowed to go home alone.
<input type="checkbox"/>	may only go home alone with written permission for the designated day.
<input type="checkbox"/>	is not allowed to go home alone.
<input type="checkbox"/>	may participate in swimming at the all-day school (GTS) facility.
<input type="checkbox"/>	is a non-swimmer.
<input type="checkbox"/>	is a swimmer with the following swimming badge:
<input type="checkbox"/>	may arrange to meet children independently (however, the parent or guardian must be informed before leaving the all-day school [GTS] facility).
<input type="checkbox"/>	may leave the all-day school (GTS) facility independently during the childcare hours to take part in special activities.

Signature/s

I/we confirm the accuracy of the information provided: Place, date, signature of parent or guardian

Data protection

Consent to data transfer

<input type="checkbox"/>	I/We agree that the all-day school (GTS) provider passes on my/our telephone number(s) and e-mail address(es) with regard to the organisation of the all-day school, insofar as this is necessary for the fulfilment of the contractual relationship. (For further information, please refer to the attached privacy policy)
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Health data consent

<input type="checkbox"/>	I/we hereby consent to the all-day school (GTS) provider processing my/our child's health data insofar as this is necessary for the fulfilment of the contractual relationship. (For further information, please refer to the attached privacy policy)
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I/we are aware that the above declarations of consent are voluntary and that I/we may refuse them without giving reasons. I/We can also revoke the consent(s) at any time by a simple declaration (by e-mail to...) with effect for the future.

The consent is valid until the end of the contract.

Place, date

Signatures of ALL guardians

Pick-up authorisation

Annex 3 applies to only one person authorised to collect at a time and may be duplicated as required.

Child

Last name, first name, address

I/we guardian(s)

Mother - Last name, first name

Father - Last name, first name

authorise the following person to collect my/our child from school:

Last name, first name

Date of birth

Address

Phone number*

Important information

1. The authorisation for collection only becomes active when this Annex 3 has been **personally signed by the designated person**.
2. The authorisation for collection remains valid until revoked by the authorised person, a custodian or after termination of the childcare contract / SUBSEQUENT childcare contract. It can be revoked at any time.
3. Identification may be requested when collecting the child.

I acknowledge receipt of the attached privacy policy.
See page 2 – Privacy policy

Place, date

Signature of the owner

Place, date

Signature of legal guardian

Annex 4 to the GTS Childcare Contract

Information and declaration of consent

Data exchange / information exchange

Name of the child

Class

Names of the legal guardians

Information:

1. The all-day school (GTS) provider may process personal data of the child and the custodian to the extent that this is permissible for the fulfilment of its tasks according to the Child and Youth Welfare Act (SGB VIII), according to the Hamburg Childcare Act or due to other legal regulations. Accordingly, the provider will receive the enrolment data of the registered pupils from the school. In the case of a child's absence, the all-day school (GTS) provider and the school shall inform each other.

I / we confirm that we have taken note of Clause 8 of this contract. The data processing is necessary for the performance of this contract to which we are a party. Data not required for the services and obligations of the all-day school (GTS) provider resulting from this contract will not be collected without consent.

2. We are informed that the staff of the all-day school (GTS) provider exchange information with the school staff on pedagogically relevant topics concerning our child. This necessary exchange serves to ensure the optimal support of the child and the regular running of the all-day school (GTS). This includes, among other things, health problems, accidents, possible cases of damage or harm, as well as incidents between the children that have become relevant in the course of the whole day.

Consent:

- ☐ For the purpose of the all-day support of my/our child, we consent to the transfer of information or personal data of my/our child between the school management and the management of the all-day school (GTS) provider or between the class teacher and the reference teacher for support plans and development documentation and release them mutually from a possibly existing duty of confidentiality.
- ☐ I / we agree, in principle, to the participation of the staff of the all-day school (GTS) provider in the learning development meetings (LEG) of the school.

This consent is valid until the end of the contract.

Consent is voluntary and can be withdrawn at any time – including in part – for the future at elettra.carlucci@asb-hamburg.de.

Place, date

Signature of legal guardian

Schließzeiten 2023/2024

- **Brückentag (02.10.2023)**

Betreuung: 02.10.2023
Tag d. dt. Einheit: 03.10.2023 (geschlossen)

- **Herbstferien**

Ferienbetreuung: 16.10.2023 – 20.10.2023
Schließzeit: 23.10.2023 – 27.10.2023

- **Weihnachtsferien**

Ferienbetreuung: 22.12.2023 und 02.01.2023 – 05.01.2024
Schließzeit: 27.12.2023 – 29.12.2023
Weihnachten: 25.12. – 26.12.2023 (geschlossen)
Neujahr: 01.01.2024 (geschlossen)

- **Halbjahreswechsel (02.02.2024)**

Geschlossen! (Fachtag)

- **Frühjahrsferien**

Ferienbetreuung: 18.03.2024 – 28.03.2024
Karfreitag: 29.03.2024 (geschlossen)

- **Brückentag**

Christi Himmelfahrt: 09.05.2024
Schließzeit: 10.05.2024

- **Pfingstferien**

Ferienbetreuung: 21.05.2024 – 24.05.2024
Pfingstmontag: 20.05.2024 (geschlossen)

- **Sommerferien**

Ferienbetreuung: 18.07.2024 – 09.08.2024
Schließzeit: 12.08. – 28.08.2023