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**Gesamtverband der
Evangelischen Kirchengemeinden
in Marburg (Association of Protestant Churches
in Marburg)**

Barfüßertor 34 | 35037 Marburg
Telefon(0 64 21) 16991-0
Telefax(0 64 21)91 12-30

Evangelische Kreditgenossenschaft Kassel
IBAN: DE72 5206 0410 0202 8001 01
BIC: GENODEF1EK1

- Ev. Kinderhort Barfüßertor
- Ev. Kindertagesstätte Philipphaus
- Ev. Kindertagesstätte Julienstift
- Ev. Kindertagesstätte Martin-Luther-Haus
- Ev. Kindertagesstätte Ockershausen
- Ev. Kindertagesstätte Emil-von-Behring-Straße
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- Ev. Kindertagesstätte Berliner Straße
- Ev. Kinderkrippe Cappeler Straße

- Rules of the Evangelische Tageseinrichtung für Kinder (Protestant Daycare for Children)
- Rules of the parent's association
- Additional provisions regarding the admissions contract
- Excerpt from the Infektionsschutzgesetz (Infection Protection Act)

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Rules of the Evangelischen Tageseinrichtung für Kinder (Protestant Daycare for Children)

§ 1 Admission	4
§ 2 Special Admission Requirement	4
§ 3 Admissions Procedure	5
§ 4 Attending the Daycare	5
§ 5 Opening and Closing Time	5
§ 6 Responding to Illness and Accidents	6
§ 7 Distribution of Medication in the Daycare	7
§ 8 Parent fees	7
§ 9 Supervision	8
§ 10 Cooperation in the Case of Danger to the Child's Wellbeing According to § 8a SGB VIII	9
§ 11 Accident Insurance	9
§ 12 Insurance Protection	9
§ 13 Parent's Associations	10
§ 14 Legal Validity	10

Rules for the Parent's Associations

§ 1 Parent's Assembly	11
§ 2 The Parent's Assembly's Tasks	12
§ 3 Electing a Parent's Representative	12
§ 4 Parent's Association	13
§ 5 The Parent's Association's Tasks	13
§ 6 The Parent's Association's Meetings and Resolutions	14
§ 7 Parent-Teacher Conferences	14

Additional Provisions Regarding the Admissions Contract

§ 1 Daycare Spot	16
§ 2 Costs for Parent's Costs/ Meal Costs / Additional Costs	17
§ 3 Due Date and Paying Parent's Costs, Meal Costs and Additional Costs	17
§ 4 Deregistration / Termination	19
§ 5 The Legal Guardian's Statement	19
§ 6 Agreement to Data Collection and Transmission	20
§ 7 Final Remarks	20

Excerpt from the Infection Protection Act

Instructions for the Legal Guardian According to § 34 Par.2 (IFSG)	21
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Dear Parents,

You have decided that your child should attend our Protestant daycare center. We thank you for the trust that you provide us with your registration.

We hope to have a trusting and cooperative child-rearing partnership with you.

This brochure includes

- Rules of the Evangelischen Tageseinrichtung für Kinder (Protestant Daycare for Children),
- Rules for the Parent's Association of the Evangelischen Tageseinrichtung für Kinder (Protestant Daycare for Children),
- Additional Provisions Regarding the Admissions Contract

This brochure makes clear that, with your child's admission, you as legal guardian and we as the organization responsible for the Protestant daycares are contractual partners. This fact creates mutual rights and responsibilities. Both parties accept this with the signatures below the admissions contract.

Our priority, however, is to be your partner in the child-rearing, education, and care of your child. We would also like to be your partner in fulfilling a provided commitment to baptism. Despite the fact that every set of rules has a preamble, we would like to discuss the contents of this document here.

In completing its task, our daycare for children (daycare for children is a general phrase covering nurseries, daycare centers, after school care, and centers with multi-age groups) seeks to support, complement and continue the child-rearing, educational and supervision work for your family. According to the eighth book of the Social Security Code (SGB VIII) and the Hessian Child and Youth Assistance Code (HKJGB), our organization is required to educate, child-rear and supervise.

Our organization uses the Hessian Education and Childcare Plan as an orientation in this regard and seeks to do justice to the individual needs and interests of your child and to support him/her in his/her entire personality and in community with other children.

We hope that your child feels comfortable in our daycare centers and we hope to work successfully with you.

-Association of Protestant Churches in Marburg -

Rules of the Evangelischen Tageseinrichtung für Kinder (Protestant Daycare for Children)

Preamble

The Evangelische Tageseinrichtung für Kinder (Protestant Daycare for Children) is a program run by the Association of Protestant Churches in Marburg. In this program, children from all social classes should be holistically supported in their mental, spiritual, social and physical development as defined by the regulations of §22 SGB VIII regardless of their background, ethnic affiliation or religion. Children learn to discover and develop their talents and abilities in an atmosphere of safety and trust.

In addition to the legal regulations of §22 SGB VIII and §26 HKJGB, the Evangelische Tageseinrichtung für Kinder (Protestant Daycare for Children) uses the Hessian Education and Childcare Plan as an orientation, which is available for viewing in the daycare for children and which should prescribe the systematic observation of the child's educational processes and set up and continue its documentation.

The Evangelische Tageseinrichtung für Kinder (Protestant Daycare for Children) bases its work on the message of the Gospel of Jesus Christ. With this in mind, it deals with questions of value and meaning as well as prior religious experience. In addition, it provides assistance for coping with present and future life problems. With its familial support programs, it supports legal guardians in their educational, child-rearing and supervision work, as well as in fulfilling a provided commitment to baptism.

The partnership-like cooperation between the responsible organization, the staff active in child-rearing and the legal guardians, usually the parents, is indispensable for all parties. According to § 8a SGB VIII, the organization responsible for the Evangelischen Tageseinrichtung für Kinder (called "daycare" in the following) must make agreements with public organizations responsible for child welfare regarding cooperation in the observance of the responsibility to protect a child in cases of child endangerment.

In order to fulfill these responsibilities, a partnership-like, constructive cooperation between parents or legal guardians and the personnel active in child-rearing is indispensable.

§ 1 Admission

(1) Children who have their residence in the catchment area are admitted to the daycare regardless of their character, background, ethnic affiliation or religion.

(2) The following age restrictions apply for admission:

- Nursery group: 6 months - 3 years (depending on operating license),
- Preschool group: 3 years until school enrollment,
- After school care: from the time of school enrollment to the end of the child's 14th year.
- Multi-age groups: 6 months to the end of the child's 14th year (depending on operating license)

§ 2 Special Admission Requirement

(1) Admission to the daycare requires that the child and his/her environment are free from contagious diseases or pests (lice etc).

Before admission to the daycare, it must be verified that the child has received all publically recommended vaccinations according to his/her age and state of health in accordance with §2 of the Hessian Child Health Protection Act.

This must be verified by a doctor's note directly before admittance. If the legal guardians do not agree to the publically recommended vaccinations, they must provide a written declaration that they do not provide their allowance for particular vaccinations.

(2) Children that are physically, mentally or psychologically disabled can be admitted to the daycare in the case that suitable support is possible. Children with food intolerances can receive a daycare spot with lunch if special meals can be provided.

(3) Children who reside outside of the City of Marburg can usually only be admitted if there are free spots after considering all applications and the agreement of the municipality(ies) responsible for financing is provided.

§ 3 Admissions Procedure

- (1) The admission date is generally the 1st of August of each year. The general requirements of the daycare spot are laid out in the additional provisions regarding the admissions contract.
- (2) In the case that the number of applications exceeds the number of available spots, the administration determines the allocation of the available spots according to criteria which are fixed after consultation with the parent's association. There is no legal claim to a spot in this organization's daycares.
- (3) If the legal guardians wish to admit their child to the daycare at a different date, it is possible to do so as long as free spots are available.
- (4) The admissions application should be given to the daycare's administration.
- (5) Admission is bindingly confirmed upon signature of the private-law admissions contract.

§ 4 Attending the Daycare

- (1) In the interests of the children, we recommend that they attend the daycare regularly. For educational reasons, it is recommended that children are generally arrive at the daycare at 9.00 at the latest.
- (2) The legal guardians should make sure that their child(ren) are in their custody or can be put in the custody of a designated person at the daycare's closing time at the latest. The legal guardians are fully liable for the additional costs that may occur in the case that they disregard these stipulations.
- (3) If a child is unable to attend the daycare, this should be communicated with the center's administration as soon as possible.

§ 5 Opening and Closing Times

- (1) The daycare is open Monday to Friday. The exact opening times are announced on the bulletin in the center.
- (2) The daycare for children's holidays last no longer than four weeks and are announced at the beginning of each year after consultation with the organization and the parent's association. In addition, the daycare is usually closed for up to 5 work days in the period between the pre-Christmas period and the beginning of January.

(3) The daycare can be closed for up to 5 days per year because of special events (staff training, work outings, assessment and planning meetings, staff team conferences). The closure will be communicated to the legal guardians in an appropriate manner no later than one month in advance.

(4) The daycare must be closed upon instruction from the Health Department (Gesundheitsamt) in the case of contagious diseases or when particular operation reasons require it (e.g. increased number of educational staff are ill).

§ 6 Responding to Illness and Accidents

(1) In the interests of the child's wellbeing, children who are ill should not be brought into the daycare. The administration can prohibit a sick child's attendance in the daycare.

(2) The legal guardians are required to prevent the child from attending the daycare if the child or the people s/he lives with contract an infectious disease as defined by § 35 Infection Protection Act or pests (lice etc.) or there is the suspicion of such an illness or infestation.

(3) If the child comes down with an infectious disease or it is discovered that s/he has lice or other pests or if there is suspicion of this, the legal guardians must immediately notify the daycare's administration in addition to other obligations to notify.

(4) The administration is required to pass on information to the Health Department in accordance with the Infection Protection Act.

(5) Upon request from the daycare's administration, a clearance certificate from a doctor must be produced before the return of a sick or infected child as defined by paragraph 2. The legal guardians are required to cover possible costs associated with certification.

(6) The daycare's administration can forbid the child from attending the daycare in the case that s/he has contracted an infectious disease and/or is infected with pests. If they merely have the suspicion of such a disease or infection, the administration can require that a doctor's certificate be produced before the next attendance. Paragraph 5 clause 2 applies.

§ 7 Distribution of Medication in the Daycare

(1) If your child temporarily or permanently requires medication prescribed from a doctor, the legal guardians are required to provide the daycare's administration or the on-duty child educator with the medication's name, the length of the medication's administration as well as its dosage in writing.

(2) Upon request from the daycare's administration, the treating doctor is to be consulted before administration of the medication in the daycare. To this end, the legal guardians are required to release the doctor from his/her patient/physician confidentiality. If the parents refuse to release the doctor from his/her patient/physician confidentiality, the daycare is allowed to refuse to administer the medication.

(3) The daycare can also refuse to administer the medication in the case that the consumption of the medication is not necessary during the time of the child's stay in the center. The daycare do not have to dispense medications that are not prescribed by a doctor.

§ 8 Parent Fees

(1) The daycare's maintenance and operational costs that are not covered will be financed by the responsible organization, the county and parent fees. The amount of parent fees and the amount of meal fees in the case of a provided lunch are determined by the responsible organization in consultation with the City of Marburg. Further details are outlined in the appendix "Additional Provisions Regarding the Admissions Contract" (page 18).

Potential exemptions from parental fees are discussed in the admissions contract.

(2) In the case that the daycares provide breakfast or other additional services, e.g. at fests, the responsible organization collects a special fee that generally is used to cover costs (one-time fee for additional costs).

§ 9 Supervision

(1) The staff of on duty child educators are responsible for the children they are entrusted with.

(2) The responsibility outlined in paragraph 1 includes events that occur outside of the building during the daycare's business hours (hikes, sightseeing, etc.).

(3) The responsibility to supervise begins with the delivery of the child into the custody of the daycare's on duty child educators. It ends with the delivery of the child into the custody of a legal guardian or a person named by the legal guardian in writing.

(4) In the case that the legal guardians provide the daycare's administration with a declaration in writing which allows their child to travel between his/her residence and the daycare without supervision, the responsibility to supervise according to paragraph 1 ends when one of the on duty child educators releases the child from the exit of the daycare's building.

(5) The daycare's administration or the on duty child educators are required to not allow a child to walk to their residence from the daycare in the exceptional case that the child is physically or mentally impaired or that the traffic particularly dangerous at the moment. In this case, the legal guardians are required to pick up their child or to let a person named in writing to pick their child up.

(6) On the way between the residence and the daycare, the responsibility to supervise lies solely with the legal guardians. The responsibility to supervise lies primarily with the legal guardians at special events (fests and celebrations) that are attended both by the legal guardians and children.

(7) For after-school care children, the responsibility to supervise begins when a child has made his/her attendance known to a child educator. The responsibility to supervise ends when the child leaves the after school care at the arranged time. Special arrangements can be made.

§ 10 Cooperation in the Case of Danger to the Child's Wellbeing According to § 8a SGB VIII

(1) Due to legally mandated contractual agreements with the responsible Department of Childcare (Jugendamt), the responsible organization, the administration and the employees of the daycare are required to cooperate in measures to prevent danger to the child's wellbeing. This is done on the basis of a conception of protection developed for the daycare. In some cases, this responsibility requires the transferal of personal data and knowledge to the appropriate government office. A child can only be admitted to the daycare if the legal guardians provide their agreement for transferal of necessary data and knowledge when there are indicators of a risk to the child's wellbeing with the signing of the admissions contract.

(2) The legal guardians are required to cooperate with the daycare's measures created according to legal and judicial regulations to reveal and prevent risks to the child's wellbeing as long as they are not affected.

§ 11 Accident Insurance

According to § 2 par. 2 No. 8 a and § 8 par. 2 No. 1-4 SGB VII, children have accident insurance from the Hessian Accident Insurance (Unfallkasse Hessen), Leonardo-da-Vinci-Allee 20, 60486 Frankfurt during their attendance and during official events at the daycare as well as on the direct route between their residence and the daycare.

§ 12 Insurance Protection

(1) According to legal regulations, the person responsible for supervising the child at the moment of damage is liable for damages caused by a child who is younger than 8 years of age. The child is itself incapable of liability and cannot be made liable for the damages. The Protestant Church of Kurhessen-Waldeck has made a legal liability group insurance contract. This is applicable in the case that the responsibility to supervise was not provided by the administration or the on duty child educators.

(2) The responsibility to supervise does not lie with the daycare's staff in the case of damages on the way to the daycare and on the way to the residence. These damages are excluded from insurance protection.

§ 13 Parent's Association

A parent's association is created according to a parent's association regulation in order to support and maintain the partnership-like cooperation between the daycare and the legal guardians.

§ 14 Legal Validity

This regulation comes into force following the resolution of the council of the Association of Protestant Churches in Marburg on February 1, 2014. At this time, the rules of the Protestant Daycare for Children from June 1, 2010 were annulled.

Marburg, the 21 of January, 2014

The Council of the Association
of Protestant Churches in Marburg

Rules for the Parent's Associations in the Protestant Daycare for Children

Preamble

The supplemental family programs of the Protestant Organization of the Daycare for Children is designed to develop responsible and group-oriented personalities as defined by the stipulations of §22 SGB VIII. These programs are implemented in observance of the educational, child-rearing and supervisory responsibilities of the state of Hesse according to §26 HKJGB as well as in observance of the church on the basis of the message of Jesus Christ. Both require a trusting and partnership-like cooperation between the organization responsible, the administration, the child educators and the legal guardians of the children. In the interests of the child, it is important for all parties to commit to a responsible child-rearing partnership.

This child-rearing partnership should be improved by an open exchange for the wellbeing of the child with the goal of informing each other as well as providing constructive criticism of the party's responsibilities. This can occur in a number of forms. In order to clearly define the framework and content of this cooperation, the Marburg Association agreed upon the following rules.

§ 1 Parent's Assembly

(1) The legal guardians of the children registered in the daycare form the parent's assembly. The assembly should convene at least twice a year. The summons to the meeting is made by a written invitation under specification of the agenda and the invitation deadline of one week.

(2) The parent's assembly will be summoned by the organization responsible for or the administration of the daycare in agreement with the parent's association no later than six weeks following the begin of the preschool year.

The parent's assembly is also required to convene when

1. one third of the members of the parent's assembly,
2. the parent's association or
3. the administration of the daycare make a request in specification of the reasons.

(3) The parent's assembly is usually run by the daycare's director or from a representative from the organization responsible for the daycare.

(4) Multiple legal guardians for one child only have one vote in resolutions.

(5) The parent's assembly is able to make resolutions regardless of the number of attending persons. Resolutions require the majority of the votes provided by attending persons eligible

to vote. In the case of a tie, a motion counts as rejected.

(6) The parent's assembly's resolutions have a recommending nature. The rights and responsibilities of the organization responsible for and the employees of the daycare remain unchanged.

§ 2 The Parent's Assembly's Tasks

The parent's assembly has in particular the following tasks:

1. To provide suggestions for the parent's association, for the running of the daycare and for the cooperation between the organization, staff and the legal guardians.
2. To receive and discuss the organization's or the director's report regarding implemented and planned activities.
3. To undertake the election of the parent's representative.
4. To receive and discuss the parent's association's report.

§ 3 Electing a Parent's Representative

(1) The parent's assembly elects one parent's representative and two deputy representatives.

(2) The election is carried out after the resolution of the parent's assembly. It is carried out in separated groups or by the entire parent's assembly.

(3) All legally eligible members of the parent's assembly are allowed to vote and are allowed to be voted for.

(4) The election should be done by secret ballot if is called to motion by a member of the parent's assembly who is eligible to vote.

(5) The person who receives the most votes is elected. In the case of a tie, a run-off ballot occurs. If there is no majority in the run-off ballot, it is decided by lottery. The lottery will be mediated by a representative of the organization.

(6) The parent's representative's term of office begins with the election and usually lasts for one year. The parent's assembly can resolve to change the term of office to two years before the election of the parent's association.

(7) If a parent's representative or deputy is absolved from his/her office because s/he is no longer eligible or s/he steps down, the legal guardians of the children in the respective groups elect a successor for the rest of the term.

(8) The parent's assembly decides on the form and implementation of the election, insofar as no binding resolutions regarding this matter were made.

§ 4 Parent's Association

(1) The parent's representative and the deputies make up the parent's association in the daycare.

(2) The parent's association's term of office corresponds to that of the parent's representative. The parent's association remains in office until the next election of the parent's representative.

(3) The parent's association elects a chair and two deputies from its members. §3 par. 4 and 5 apply with the stipulation that the lottery decision will be mediated by a representative of the organization. The parent's representative is also the chair of the parent's association in daycares with only one group.

(4) The chair represents the parent's association in front of the organization responsible for and the administration of the daycare.

(5) The chair should only be replaced with a stand-in only in situations preventing him/her from appearing.

(6) The members of the parent's association are volunteers. They are required to discretion regarding matters made known to them during their activities, even after the end of their term.

(7) The members of the parent's association have no authority to issue instructions to the organization responsible for, the administration or the employees of the daycare. The rights and responsibilities of the organization, the administration and the employees of the daycare remain unchanged.

§ 5 The Parent's Association's Tasks

(1) The parent's association is tasked with:

1. Supporting the educational work in the daycare through consultation.
2. Presenting and discussing wishes, ideas and suggestions from the group of legal guardians with the organization or the administration of the daycare.
3. Working towards a trusting cooperation between the organization responsible for, the administration and the employees of the daycare.
4. Providing the parent's assembly with a report of its work at least once a year.

(2) The parent's association must be heard before the decisions of the organization responsible for or the administration of the daycare in the following cases:

1. Determining the educational guidelines for the daycare as well as before the implementation of special educational concepts.

2. Production of the leading aspects and criteria for the hiring and discharge of employees.
3. Changing the goals of the daycare.
4. Purchasing inventory.
5. Planning construction.
6. Determining criteria for allocating available spots in the daycare.
7. Terminating a spot in the daycare by the organization.
8. Determining opening times.
9. Determining holidays and other closing time and the identification of needy groups or emergency services during closing times.
10. Determining parent fees.

(3) The organization should give the parent's association the opportunity to comment on the part of its budget regarding the daycare before the resolution is made.

(4) The discussion of matters according to paragraph 1 and the audience according to paragraphs 2 and 3 should occur in a meeting. If the parent's association comments on a particular matter in writing, this is to be provided to the deciding committee before concluding the resolution.

(5) The organization provides the parent's association punctually with information and documents require for it to observe its responsibilities.

§ 6 The Parent's Association's Meetings and Resolutions

(1) The parent's association is summoned to its founding meeting by a representative of the organization responsible for or the administration of the daycare. Further meetings will be called by the chair under specification of the agenda and the invitation deadline of one week. The invitation occurs in the usual way; it is made in writing when a representative applies for it in writing.

(2) The founding meeting is conducted by a representative of the organization responsible for or the administration of the daycare. In further meetings, the chair of the parent's association is responsible for conducting-

(3) The parent's association is able to make resolutions when half of its members are present, including one chair or one if his/her deputies.

(4) Resolutions are made with a majority of the votes provided. In the case of a tie, a motion counts as rejected.

(5) The parent's association's meetings are not public.

(6) The organization responsible for and/or the administration of the daycare usually participate in the parent's association's meetings in a consultative function. Upon request of

the parent's representatives, the discussion of particular points can occur without the participation of the administration or the organization's representative. Further employees of the daycare can be brought in by the parent's association or the responsible organization in a consultative function in consultation with the responsible organization or the chair.

(7) The rooms necessary for the parent's association's meetings will be provided by the responsible organization free of cost. The material costs are covered by the responsible organization.

(8) Minutes should be made over the course of the parent's association's meetings.

§ 7 Parent-Teacher Conferences

(1) The daycare's administration or the employees responsible for a group invite the legal guardians to group-related parent-teacher conferences in consultation with the responsible parent's representative when needed.

(2) The parent-teacher conferences serve to report on the work in the group and discuss group-related experiences, problems and projects. They should give the parent's representative the opportunity to provide information on the work of the parent's association.

(3) A parent-teacher conference is required when at least one third of the legal guardians or parent's representatives or the parent's association concerned request it from the daycare's administration under specification of the reasons.

(4) Representatives of the responsible organization can participate in parent-teacher conferences.

Additional Provisions Regarding the Admissions Contract

The Marburg Association (named „organization“ in the following), represented by the daycare's administration,
and the legal guardians as legal representatives of the child
as defined by §22 SGB VIII and §26 HKJGB have determined the following stipulations in addition to the admissions contract.

§ 1 Daycare Spot

- (1) The organization is required to provide the child with a spot. There is no legal right to a full day spot or a spot with lunch.
- (2) The daycare's range of full day spots or spots with lunch is often less than the demand from parents. In order to provide needy families with these spots, the organization reserves the right to change the range of programs in consultation with parents. In the case that the professional or familial situation changes such that a full day spot or a spot with lunch, the legal guardians are required to inform the daycare of this. The administration is responsible for allocating the meal spots.
- (3) In the case that supervision extends beyond 13:00 and the daycare has been open for more than 6 hours, the provision of a warm, adequate meal is required.
- (4) For children who are younger than three years of age, an individually arranged adjustment phase begins after the admission appointment. This is based on the ability of the child to integrate and lasts at least 4 weeks. Early visits to the daycare for children and trial days remain unaffected.
- (5) Requests to change the kind of supervision or the range of programs must be provided by legal guardians in writings. The organization will grant the request insofar as the desired capacity and range of programs are available.
- (6) The obligation according to paragraph 1 ends:
 1. When the child is deregistered by the legal guardians
 2. When the child reaches the age limit in the respective kind of daycare
 3. With the beginning of compulsory education

4. When the legal guardians default longer than two months with the payment of the parent fees, the meal costs or the one-time fee for additional costs

5. When termination by the organization comes into effect.

In cases of §1 par. 6 No. 2 and 3, new admissions and supervisions contracts must be made for the new kind of daycare.

(7) The organization refers to §5 page 5 (Rules of the Protestant Daycare for Children) for opening and closing times.

§ 2 Parent Fees/ Meal Costs / Additional Costs

(1) The amount of the parent fees and meal costs are stipulated by the organization in consultation with the City of Marburg. An increase generally occurs at the beginning of a new daycare year.

(2) A special fee is charged for special events, crafts materials etc. (one-time fee for additional costs). The amount of the one-time fee for additional costs is stipulated by the organization responsible for the daycare in a manner that covers costs.

(3) The fees, meal costs and additional costs are also to be paid during closing times, when the child is absent or when the spot agreed upon in the contract is not used. A current overview of the costs is attached.

(4) Legal guardians whose child is exempted from the payment of parent fees because of local regulations are granted the fee exemption at the time of the efficacy of the exemption. In the case that it is the child's last year in preschool, the exemption will occur automatically. The obligation to pay meal fees in accordance with par. 2 and one-time fees for additional costs in accordance with paragraph 3 also remain in the case of a fee exemption and the legal regulation BAMBINI in accordance with clause 1.

§ 3 Due Date and Paying Parent's Costs, Meal Costs and Additional Costs

(1) The fees, meal costs and additional fees are usually charged by the Zweckverband Kirchenkreisamt der Kirchenkreise Kirchhain und Marburg (Association of the Office of the Church Districts of Kirchhain and Marburg) by way of a SEPA basic direct debit system. The SEPA basic direct debit mandate that is to be filled out by the payer is attached. The payment is recognizable by the identification number DE 19ZZZ00000892512 and the individual mandate reference number on the bank statement. This requires a separate letter to the administration.

(2) The parent fee is to be paid for the length of the provision of the spot regardless of the amount of the actual usage. This also applies for times in which the daycare is closed in

accordance with §5 par. 2, 4 and 5 or in accordance with §6 par. 1, 2 and 6 of the Rules of the Protestant Daycare for Children (page 5+6).

(3) In exceptional situations, the amount due is to be transferred to the account of the Zweckverband Kirchenkreisamt der Kirchenkreise Kirchhain und Marburg (Association of the Office of the Church Districts of Kirchhain and Marburg)

IBAN: DE 72 520 604 100 20 2800 101

at the Evangelischen Kreditgenossenschaft Kassel

BIC: GENO DE F1 EK1. The fees are due in advance before the 05th of the month.

(4) If the child is deregistered from participating in specific programs within the time period stipulated by the organization, the obligation to pay these costs will be omitted to the amount stipulated by the organization (see additional provisions §1 par. 5, page 18).

(5) Multiple legal guardians owe the parent fees, the meal costs and the one-time fees for additional costs as joint debtors.

(6) If the legal guardians state their consent to participate in the bank collection procedure, they are liable for back-payment fees in the case of insufficient funds to cover the costs.

(7) If the legal guardians receive social benefits or unemployment benefits, the fees can be covered by the responsible youth services agency. The subsidization of the fee is also possible in the cases of low income. In these cases, please contact the Department of Childcare (Jugendamt) of the City of Marburg. With the Bildungs- und Teilhabepaket (education and participation package), you have the opportunity to receive a subsidy for meals, field-trips amongst other things. In these cases, please contact the responsible department.

(8) In well-founded cases, the fee can be reduced. Applications are to be made to the Kirchenkreisamt Kirchhain-Marburg (Church District Office Kirchhain-Marburg), Barfüßertor 34, 35037 Marburg. The directors of the daycares for children and the Church District Office Kirchhain-Marburg can provide information on this.

§ 4 Deregistration / Termination

(1) The contract can be terminated by the legal guardians at the end of the month with a deadline of one month. This can be achieved by a written deregistration of the child addressed to the daycare's administration.

(2) The contract is to be terminated by the legal guardians within the deadline (see paragraph 1) before school enrollment, in the case that the child has reached the age limit and when the child has switched to another daycare.

(3) The organization can terminate the contract at the end of the month with a deadline of one month in the case that its obligation to provide a spot according to §1 par. 6 no. 4 (page 19) ends, the child is absent longer than 4 weeks without excuse or if the child continually dangers him/herself or another child. Before termination, the parents and the parent's association must be consulted. The Department of Childcare should take part in the decision-making as the local agency responsible for Child Services which must fulfil the legal right to a preschool spot. The possibility of a termination in exceptional circumstances remains unaffected.

(4) In divergence from the deadline in paragraph 1, special regulations apply for after school care. The contract can be terminated by the legal guardians until the end of February for July 31st and until the end of October for the 31st of the January of the next year.

§ 5 The Legal Guardian's Statement

(1) With the signature under the admissions contract, the legal guardians state:

1. That they will provide, no later than their child's first day of attendance in the daycare
 - a doctor's certificate which confirms that the child has no infectious diseases and are not infested with lice.
 - a statement that the child has received all publicly recommended vaccinations appropriate for his/her age and state of health or a written statement not providing consent for certain vaccinations.
2. That there were no occurrences of infectious diseases or lice in the child's living environment in the past six months and there is no present suspicion of such.
3. That they agree to the child being sent to a doctor or hospital by the daycare's administration or an employee in the case that the child is in an accident or contracts a sudden illness while attending the daycare.
4. That they keep the information about necessary medication administration up to date at all times.
5. That they provide written notice of changes to the persons allowed to pick up their child.
6. That they have received and accepted a copy of the rules of the daycare, the rules for the parent's association, information for legal guardians according to the Infection Protection Act, as well as the additional provisions regarding the admissions contract.

(2) In the case of paragraph 1 no. 3, the daycare's administration is required to immediately inform the legal guardians.

**§ 6 The Legal Guardians' Agreement to Data Collection and Transmission for the
Purposes of the Daycare's Operation, Fulfilling this Contract and in the Child's
Interests**

(1) As legal representatives of their child, the legal guardians agree that their information and their child's information will be collected, saved, processed, changed and used electronically or on paper for the purposes arising from the operation of the daycare and the contract. This includes its possible transferal to religious and public offices according to the conditions of the religious and public privacy protection (§12 DSG-EKD). A transferal of data to non-religious or private offices or persons is allowed according to §13 DSG-EKD, especially for the purposes of fulfilling the tasks of the daycare or the organization responsible for the daycare. Upon request, the legal guardians will be further informed about the Privacy Protection Act of the Protestant Church in Germany (EKD).

(2) The legal guardians provide their consent to the transferal of personal data and information regarding them or their child, which become known to the organization responsible for, the administration or the employees of the daycare in inspecting or implementing measures within the context of §8a SGB VIII (§10 Rules of the Daycare, page 8), to the responsible Department for Childcare (Jugendamt) or other responsible government office.

§ 7 Final Remarks

If parts of this contract are legally void, the general conditions valid under civil law apply in their place.

Marburg, the 21 of January, 2014

The Council of the Association of Protestant Churches in Marburg

Excerpt from the Infection Protection Act Instructions for the Legal Guardians

according to **§ 34 par. 5 page 2 of the Infection Protection act (IFSG)** from the director (or a representative) of the daycare for children.

If your child has an **infectious disease** and attends the daycare center, which s/he should be admitted to, s/he can infect other children, child educators or caregivers. Additionally, babies and children have a weakened immune system during an infection and can catch **secondary diseases** (with complications). In order to prevent this, we would like to inform you of your **responsibilities, behavior and usual responses** in accordance with the Infection Protection Act with this **leaflet**. In this context, you should know that infectious diseases are not usually connected to cleanliness or incautiousness. For this reason, we request that you **cooperate with us in an open and trusting manner**.

The law states that your child is not allowed to go to daycare for children when

1. S/he is suffering from a serious illness that is caused by a small amount of pathogens.

According to the regulations, these are:

- diphtheria
- cholera
- typhus
- tuberculosis
- diarrhea caused by EHEC bacteria
- hemorrhagic fever caused by a virus
- the plague
- polio

All of these illnesses are generally only isolated cases in our daycare.

2. An infectious disease is present, which has serious developments and complications. This includes:

- whooping cough
- measles
- mumps
- scarlet fever
- chicken pox
- meningitis caused by Hib bacteria
- meningococcus infections
- scabies
- infectious crusted tetter
- hepatitis A
- dysentery

3. There exists a head lice infection and the treatment has not yet been ended.

4. S/he has contracted or there exists a serious suspicion of an infectious gastroenteritis and salmonella infection before the end of his/her 6th year.

The **ways of contracting** the listed diseases are varied. Many cases of diarrhea and hepatitis A are smear infections. Transferal occurs due to inadequate hand hygiene and due to contaminated food, and sometimes due to objects (towels, furniture, toys).

Measles, mumps, chickenpox and whooping cough are examples **droplets or “flying” infections**. Scabies, lice and infectious crusted tetter are transferred through skin, head and mucous contact.

This explains why common spaces have particularly good conditions for transferring the listed diseases. We request that you always seek the **advice** of your **general practitioner or pediatrician** in the case of **serious illnesses or diseases** (e.g. in the case of high fever, noticeable tiredness, repeated vomiting, diarrhea longer than one day and other worrying symptoms).

When there is a suspicion of illness or when the diagnosis could be made, the doctor will tell you if your child has an illness that disallows a visit to the daycare for children according to the Infection Protection Act.

When a child has to stay at home or is treated in hospital, **please let us know immediately** and inform us of the diagnosis so that we can implement all necessary measures with the **Health Department** in order to prevent the spread of the infectious disease.

Many infectious disease share the characteristic that they can spread before typical symptoms appear. This means that your child might have already infected friends or staff when s/he has to stay home at the first sign of sickness. In this case, we must **anonymously** inform the parents of the other children of the presence of the contagious disease.

Sometimes, children or parents only ingest pathogens without becoming sick. In some cases, pathogens can spread after a long period of time through bowel movements or in droplets from coughs or through exhalation.

It is thus possible that they infect friends or staff. For this reason, the Infection Protection Act stipulates that “**carriers**” of cholera, diphtheria, EHEC, typhus, paratyphoid and shigellosis bacteria are only allowed into shared spaces with the approval and instruction of the **Health Department**.

When someone at your home is infected with a serious or very contagious infectious disease, further household members could have already ingested these pathogens and carry them without becoming ill. In such cases, your child must stay at home.

Your doctor or the Health Department can tell you when carriers or possibly infected children who are not themselves sick are not allowed to attend the daycare. You must **inform us** even in such cases.

There are **vaccines** available for diphtheria, measles, mumps, polio, typhus and hepatitis A. If the child is protected by a vaccine,

the Health Department can allow the child to visit the daycare. Please remember that optimal vaccine protection protects every individual as well as the general public.

If you have further questions, please contact your general practitioner or pediatrician.