

## CHILDCARE AGREEMENT

In accordance with Article 10 of the law of 8 September 1998 regulating relations between the State and organisations working in the social, family and therapeutic fields (ASFT)

**Between**

Ms. \_\_\_\_\_

and/or

Mr. \_\_\_\_\_

residing in \_\_\_\_\_

\_\_\_\_\_

acting in his/her/their capacity (please tick as appropriate)

- parent(s)
- other legal guardian(s)

hereinafter referred to as "**the parent(s)**"

of the child \_\_\_\_\_

**and**

**CARITAS JEUNES ET FAMILLES asbl**

hereinafter referred to as "**childcare service provider**"

a non-profit association with registered office in L-2134 Luxembourg; 64, rue Charles Martel  
acting in its capacity as childcare service provider and manager of the childcare center

represented for the purpose of this childcare agreement by

Childcare centre hereinafter referred to as "**childcare centre**"

Name of the childcare centre \_\_\_\_\_

Name of the childcare centre manager \_\_\_\_\_

Address(es) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

the following agreement has been entered into:

### **Article 1: Purpose of the agreement**

The purpose of this agreement is to define the relations between the signatories of this agreement with a view to a consistent organisation of the provision of services in accordance with the Grand-Ducal Regulation of 14 November 2013 concerning the authorisation to be granted to providers of education and childcare services (ASFT Act).

The services include the following:

- Relaxation and rest
- balanced nutrition
- supervised homework activities to provide schoolchildren with a framework in which they can do their homework independently, in quiet conditions with minimal supervision and support
- activities that are established and implemented in accordance with the fields of action defined by the national reference framework "non-formal education of children and young people" of the amended Youth Act of 4 July 2008

The opening hours vary as follows: from as early as 7:00 a.m. in the morning to as late as 7:00 p.m. in the evening, depending on the official opening hours of the childcare facility (excluding school hours for enrolled children).

Every child who attends a childcare centre has the right to quality care that is not limited to childcare infrastructure and safety standards. Quality also includes care that meets the needs of the child and best supports his or her development.

To meet these socio-educational challenges and to prepare each child's future in the best possible way, the Ministry of Education, Children and Youth set up a pedagogical quality system in September 2016, the implementation of which is regularly monitored. All education and care facilities operate a quality assurance scheme which introduces:

- the obligation to develop a general policy concept;
- keeping a logbook;
- the obligation of continuous training for socio-educational staff;
- external evaluation by regional staff.

CARITAS JEUNES ET FAMILLES a.s.b.l. undertakes to comply with all applicable laws and regulations concerning childcare services.

## **Article 2: Duration of the agreement**

### **2.1. Admission**

Date of entry into force of this agreement (1st day of the child in the childcare centre): [click here to insert a date](#).

To ensure a successful integration of the child in the childcare centre, an adaptation phase of the child will be defined, implemented and invoiced according to the presence of the child. The parent(s) undertake to collaborate and cooperate according to the needs of their child.

The child is enrolled in a childcare centre according to the schedule defined on the enrolment form dated and signed by the parent(s). Any request for a change of schedule must be submitted in writing within the specified timeframe to the management of the childcare centre. The deadlines to be respected are indicated in the collaboration agreement given to the parent(s) and signed at the time of enrolment. The collaboration agreement is an integral part of this childcare agreement.

### **2.2. Duration of the agreement**

The childcare agreement expires either on expiry of the term for which it was concluded or on termination by one or both parties, subject to the conditions for termination, but at the latest when the child no longer attends nursery school.

Expiry of this agreement (if applicable) : \_\_\_\_\_

### **2.3. Termination of the agreement**

#### **a) by the parent(s)**

The parent(s) may terminate this agreement at any time and without giving any reason by giving 1 months' notice. Notification of termination to the management of the childcare centre is only valid if it is in writing.

#### **b) by the childcare service provider**

- The childcare service provider may terminate the childcare agreement if the child's enrolment no longer meets the admission criteria established by the Ministry in charge and/or the Municipality/commune. The deadline and the actual end of the agreement are agreed between the parent(s) and the childcare centre's management.
- The childcare service provider may terminate the childcare agreement by registered letter with a notice period of one month in the event of closure of the service, reduction of staff, essential changes in the purpose of the service or a shortage of childcare places.
- The childcare service provider may terminate the agreement by registered letter with acknowledgement of receipt without notice if:

- the parent(s) seriously or repeatedly breaches the contractual obligations or provisions of the collaboration agreement;
  - the parent(s) refuse(s) to pay for the services provided, despite one or more written reminders;
  - in the event of force majeure if the operation of a group and/or the infrastructure is rendered impossible (exceptional, unforeseeable, unavoidable and external event which cannot be dealt with);
  - the behaviour of the child and/or parent(s) is incompatible with community life and/or is detrimental to the well-being of another child, the group and/or the functioning of the childcare centre;
  - the child's behaviour and/or state of health endangers his or her own safety and health and/or the safety and health of one or more children in a group in the childcare centre as well as staff members.
- The childcare service provider may immediately impose a temporary exclusion of a child in the event of inappropriate behaviour that would endanger their own safety and health, and/or the safety and health of one or more children in a group at the childcare facility, as well as staff members.

### **Article 3: Obligations of the childcare centre**

#### **3.1. Educational staff**

CARITAS JEUNES ET FAMILLES a.s.b.l. understands educational staff meaning all members of the centre's staff whose main task is to provide direct childcare services and non-formal education to children. This staff must have a professional qualification that meets the requirements of the Grand Ducal regulation on childcare services in force.

#### **3.2. Services**

During opening hours, the childcare centre undertakes to provide the services described in Article 1 in accordance with a schedule drawn up in advance and corresponding to the child's enrolment: Purpose of the agreement.

These obligations are suspended during periods when the child is not under the responsibility of the childcare centre, such as periods of illness at the child's home and journeys from the child's home to the childcare centre and vice versa.

They are also suspended before the child is handed over to the staff of the childcare centre and from the moment he/she is collected from the staff in charge. In the presence of the parent(s) or the person responsible for picking up or bringing the child to the childcare centre, the child is entirely under the responsibility of the parent(s) or the person responsible for bringing the child to the childcare centre. A list of persons designated for this purpose is drawn up and signed.

### 3.3. Intervention in case of illness

In the event of illness, the childcare centre undertakes to contact the parent(s) (respectively the child's doctor) before taking any decision. However, in the event of an emergency, the childcare centre may decide to carry out the interventions it deems necessary to ensure the child's well-being, if necessary to take the appropriate emergency measures (e.g. transport to hospital by ambulance, call 112) and to inform the parent(s) as soon as possible afterwards. All medical costs not covered by accident insurance are to be paid by the parent(s).

- If the childcare centre finds that the child is ill and in particular that there is a risk of contagion for the other children and/or the staff, the management reserves the right to refuse the access of the ill child to the childcare centre in order to protect the other children and/or the staff attending the facility.
- In the event that a child falls ill ("spontaneous" illnesses = and/or contagious illnesses, conjunctivitis, stomach flu, cystitis, high temperature, ...) during his/her stay at the childcare centre, the childcare centre reserves the right to contact the parent(s) in order to inform them about the state of health of their child and to ask them to pick up the child as soon as possible.

#### Staff of the childcare centre

- have as their professional duties childcare, motivating, entertaining and looking after the children present in the childcare centre on a daily basis, while respecting the rules necessary for the proper functioning of the group
- do NOT have adequate skills to provide medical care for a sick child (in case of a child's illness, they respond to a request from the parent(s) (consent for assistance regarding the administration of medication + copy of the medical prescription) for assistance that the parent(s) cannot provide during the child's stay in the childcare centre). An individualised care plan (PAI) based on a doctor's prescription can be set up to guarantee adequate supervision for a child with specific needs, thus enabling the development of a protocol for the child's support. With the help and support of the medical-school teams, the PAI can be implemented by mobilising, training and supporting those working with the child in the childcare environment.

### 3.4. Risks covered and responsibilities of the childcare service provider

The childcare service provider takes out the following insurance policies:

- professional liability insurance for its staff, covering incidental risks of food poisoning;
- liability insurance on behalf of the children;
- accident insurance for children under the age of three. Children over the age of three are automatically covered by accident insurance for any accident occurring in the context of school education or during an extracurricular activity.

The childcare service provider accepts no responsibility for the loss or theft of jewellery, cash, clothing or other personal items.

The staff of the childcare centre ensures that the principles of non-violence, non-discrimination and the well-being of the children in its care are respected.

### **3.5 Health and safety**

The childcare service provider ensures that, at the level of infrastructure and equipment, the regulatory requirements provided for, in terms of accessibility, safety, hygiene and sanitation, are implemented, and, in particular in terms of nuclear emergency or other situation's crisis, during which the childcare service provider undertakes to implement the measures published by the government.

## **Article 4: Obligation of the parent(s)**

### **4.1. Enrolment**

The parent(s) undertake(s):

- to send the child's enrolment form, duly signed, in writing to the provider within the time limit specified. This enrolment form is the child's basic enrolment in the institution;
- to send the duly completed information sheet to the provider;
- to respect the opening and closing hours of the childcare centre;
- to report any absence of the child in a timely manner. The deadlines to be respected are indicated in the collaboration agreement;
- to present a copy of the vaccination card to the childcare centre management of the childcare centre on admission;
- to present a copy of the identity card of any person entitled to pick up the child;
- to request a childcare services voucher card in the child's name from the municipality/commune. Non-resident parents must apply to the Caisse pour l'Avenir Des Enfants. Failing this, and in the event of such childcare services voucher card has not been provided to the childcare centre at the time of invoicing, the full childcare fee is payable by the parent(s).

### **4.2. Health status of the child**

The parent(s) undertake(s):

- to inform the childcare centre in writing of any medical treatments, illnesses, allergies or disabilities of the child that the childcare centre must be aware of to enable it to provide its professional services;
- if applicable, to authorise the staff of the childcare centre to administer medication to the child, in writing by means of the "consent form for the administration of medication" form with a copy of the medical prescription;

- to come and collect the child without delay at the request of the staff in the childcare centre if his/her state of health requires it and/or if there is a risk of contagion for the other children attending the childcare centre and/or the staff;
- to come and collect the child without delay at the request of the staff in the childcare centre if the child's behaviour is incompatible with the smooth running of the childcare centre;
- to report any contagious or parasitic disease immediately to the management of the childcare centre;
- to be reachable at all times.

The parent(s) is/are requested to follow the vaccination programme (including tetanus, polio, diphtheria, measles, mumps, rubella) for children proposed by the Ministry of Health for each child. Failure to participate in this vaccination programme may result in refusal to enrol or continuation in keeping the child enrolled in the childcare centre.

In case of non-vaccination, the parent(s) take(s) full responsibility for the health of their own child(ren) as well as that of other children.

#### **4.3. Collaboration**

The parent(s) undertake(s)

- to respect the collaboration agreement in force, which is an integral part of this agreement and of which the parent(s) certify(s) having received a copy. He/she/they declare that he/she/they understand the provisions and are willing to respect them;
- to respect the planned enrolments and the requested holidays;
- to actively collaborate with the supervising staff, especially during the adaptation phase, and maintain regular communication;
- to attend meetings to assess and support the child's development;
- to hold private liability insurance;
- to give advance notice of any change in the child's arrival or pick-up time to avoid unnecessary waiting in the event of absence from the group or disruption of the group's operation;
- to report any change in personal data (address, telephone number, etc.);
- to ensure that any important information concerning the child is passed on to the staff as soon as possible;
- to be aware of and understand all the rules of the childcare centre to ensure the proper care of the child.

#### **4.4. Financial participation**

The parent(s) shall inform the childcare service provider at the time of enrolment if they have a childcare services voucher card. The monthly contribution is calculated by the Syndicat Intercommunal de Gestion Informatique (SIGI) according to the attendance notified by the childcare centre. The invoice thus produced is sent by SIGI to the address indicated on the childcare services voucher subscription agreement. It is payable within 10 days of receipt, but preferably by direct debit.

An annual statement for tax purposes is sent to the parent(s) by the childcare service provider by 31<sup>st</sup> March of the following year (the certificate includes the months: December of the year before last - November of the previous year).

Enrolment fees that may be requested at the time of the child's permanent enrolment in the childcare centre are not reimbursed, but are either deducted from the parent(s)' financial contribution if the child attends the childcare centre, or considered as revenue in the event of withdrawal of the place granted.

Any change in the childcare fee will be notified by the SIGI and/or the Ministry in charge as soon as possible to the parent(s).

In the event of non-payment, the childcare services provider may initiate a transfer of the family allowance and/or judicial proceedings to obtain the attachment of wages (the "Assignment of family allowances" form is part of this childcare agreement).

In the absence of a valid childcare services voucher card, each hour of attendance and each meal will be charged at the maximum rate applied by the "childcare services voucher" system.

### **Article 5: Information on the processing of personal data**

#### **5.1. Information notice regarding the processing of personal data**

The childcare service provider shall process personal data for the purposes of:

- enrolment management;
- performance of the childcare services and the organization of activities, including non-formal education activities and excursions;
- performance of the childcare agreement, including management of attendance, meals, billing, payment reminders and complaints;
- communication with the parents or other legal guardians of the child and any trusted persons authorized to pick up a child, in particular on the childcare services and development of a child;
- establishment of statistics in the context of the management of its childcare centres.

The personal data concerns the parent(s), children and trusted third parties authorized to pick up a child. Such data is provided by the parent(s) of a child and is also collected and processed by the staff of the childcare centre.

The processing shall include a child's health-related data, as provided and agreed upon by the parent(s) and processed by the staff of the childcare centre, to the extent such processing is required to provide the childcare services and to safeguard the health of the children and staff of the childcare centre.



Further details on the processing of personal data are contained in the attached Appendix: “Information notice on the processing of personal data in the framework of the childcare agreement”.

The childcare services provider reserves the right to adapt the information notice provided that the parent(s) shall be informed of any such changes to the data processing.

### **5.2. Documents and information to be provided by the parent(s)**

The documents and data to be provided by the parent(s) to the childcare services provider and childcare centre upon enrolment shall include the following:

- Enrolment form
- Information sheet
- Copies of identity documents (parent(s) and child)
- Copy of social security card (child)
- Doctor's certificate of fitness and prescription (Only for children who are not in school)
- Copy of the child's vaccination card
- Authorization form for the administration of medication in case of a high fever (If applicable)
- Authorization form for assistance for the administration of medication (if applicable)
- Authorization form: persons authorized to pick up a child (if applicable)
- Authorization form to photograph and film a child (if applicable)
- Form for the assignment of family allowances

The childcare centre may ask the parent(s) to provide any other information or document(s) which are necessary to provide the childcare services in an appropriate and professional manner.

### **5.3. Obligation to promptly notify any changes**

The parent(s) must immediately notify the childcare centre of any changes to personal data or other information.

## **Article 6: Amendments and supplements**

Without prejudice to the provisions of Article 2 above, any amendment or supplement to this agreement must be the subject of an amendment duly signed by both parties.

If one article of this agreement is invalid, the validity of the remaining articles shall not be affected in any way.

The invalidity of a particular element not substantially affecting the provisions of this agreement shall not give the parent(s) any right to defer or refuse payment of the childcare fee and shall not affect the validity of this agreement.

This agreement is governed by the laws of the Grand Duchy of Luxembourg and, failing that, by local customs.

Each party confirms that it has received a signed copy of this agreement and the appendices forming part of it and declares that it understands the provisions thereof and undertakes to comply with them.

This agreement shall be drawn up and signed in duplicate, one signed copy being given to each party.

Choose a city, **on the** [Click here to insert a date](#)

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Parent(s) signature

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Childcare centre manager's signature

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Parent(s) signature

**Appendices:**

- Collaboration agreement
- Enrolment form
- Information sheet
- Information notice on the processing of personal data in the framework of the childcare agreement
- Authorisation form for the administration of medication in case of a high fever (if applicable)
- Authorisation form for assistance for the administration of medication (if applicable)
- Authorisation form: persons authorized to pick up a child (if applicable)
- Authorisation form to photograph and film a child (if applicable)
- Form for the assignment of family allowances
- Direct debit order form (The original completed and signed document should be joined to the inscription file)