



ADVICE TO PARENTS CONCERNING THE CHÈQUE-SERVICE ACCUEIL SCHEME



LE GOUVERNEMENT
DU GRAND-DUCHÉ DE LUXEMBOURG
Ministère de l'Éducation nationale,
de l'Enfance et de la Jeunesse



Contents

1. Advice about joining the scheme3

2. Advice about registering your child in an SEA3

3. Elements of the childcare contract.....4

4. Information about invoicing.....4

5. Other useful points5

1. Advice about joining the scheme

- Apply for your membership contract to the municipality where you live (for children residing in Luxembourg).
- Apply for your membership contract to the Caisse pour l'avenir des enfants (for children of European workers residing outside Luxembourg).
- Don't forget that you are responsible for registering your child with the chèque-service accueil provider chosen by you.
- Keep your CSA membership contract in a safe place. It documents the CSA rates applicable for invoicing.
- Don't forget to renew your CSA card before the 12 months expiry date and within the time-limits laid down.
- If you move house, don't forget to register your change of address for CSA purposes at your new municipality or, as the case may be, the *Caisse pour l'avenir des enfants*.

2. Advice about registering your child in an SEA

Registration in a service d'éducation et d'accueil [education and childcare service – SEA]

- Inform the CSA service provider of your child's identification number so that he/she can be registered in the CSA's invoicing system.
- Carefully read the education and childcare contract of your SEA or parental assistant.
- The hourly rate invoiced by the service provider must appear in the childcare contract.
- If you wish to terminate the care provided to your child in a facility, don't forget to inform the manager of your decision taking into account the notice period prescribed in the childcare contract.

The education and childcare contract

- Every care service must be subject of a contract concluded between the facility concerned and the parents of the child, known as an „education and childcare contract“.
- Parents are strongly advised to read the contract attentively before signing it and also to find out about the internal rules as well as the educational concept applied. By signing the contract, you are agreeing to all the clauses laid down in it.

Educational practice

The educational practice followed respects the national reference framework **regarding non-formal education of children and young persons**.

The internal rules

The manager lays down the provisions contained in the internal rules. As per decision of the SEA concerned, the internal rules may form part of the childcare/enrolment contract.

3. Elements of the childcare contract

Parents are advised to make sure that the education and childcare contract contains provisions dealing with the following:

- **Identification of the SEA:** its company name, address, telephone number(s), e-mail address, the name of the manager/person in charge, its accreditation number(s) and the number under which it is registered in the trade register.
- **Identification of the parents or persons having authority over the child:** (surname(s), first name(s), address, private and work telephone numbers, e-mail address, and the name(s) and address(es) of the parents' employer(s)).
- **Identification of the child:** (surname(s), first name (s), sex, nationality, date and place of birth, blood group)

The contract may contain the following additional information:

- **Identification of any paediatrician treating the child:** (surname(s), first name(s), address, telephone number(s))
- **Identification of the persons authorised to drop off/come and collect the child:** (surname(s), first name(s), address, telephone number(s), copy of identity card)
- **Information concerning the child:** any particular allergies or dietary regime, chronic illness(es), childhood illnesses already contracted, vaccinations (copy of the vaccination card), other particular observations
- List of **documents to be provided at the time of signing the contract** or entry of the child (identity card, social security number, etc.)
- A full and precise list of the **items to be provided by the parents** (nappies, toys, changes of clothing, potties, etc.).

4. Information about Invoicing

- **Duration of the contract:** a distinction is drawn between a „fixed-term“ contract and an „open-ended“ contract. From a legal standpoint, fixed-term contracts cannot be terminated before they reach their end date unless the two parties agree. Open-ended contracts, on the other hand, may be terminated unilaterally at any time, subject to notice being given as laid down in the contract.
- **Fixing of time slots** (precise timetable(s) and days of the week) and of the rate relating thereto.
- Communication by the manager of any **modification to the rate applied** (specification of the circumstances in which this can be done and the reasons therefor), for example modification of rates in line with variations in the index. In such cases, the contract must state which index is applicable and must lay down the modalities according to which the change of rate is to take place.
- Specification of the modalities for any **subsequent modification of the time slots**, of the rate or of the basic services chosen (for example: switching from part-time to full-time childcare or vice versa).
- **Payment method** and consequences of failure to pay by the parents (e.g. automatic termination of the contract).
- In the event that the manager **demand a deposit or an advance**, the contract should clearly specify the amount thereof and the terms on which it is to be paid by the parents and reimbursed by the manager.
- **Specification of the terms and conditions for terminating the contract.** Parents are advised to read attentively the information concerning the notice period for terminating the contract. Failure to give due notice of termination may entail the parents being invoiced by the SEA for the full notice period, even where the child does not attend the facility; in such an event, the amount of the invoice will not be subsidised by the State via the CSA

The State does not contribute to the financing of deposits or enrolment fees; nor does it pay any sum due in respect of the notice period where insufficient notice is given to terminate the education and childcare contract and the child ceases to attend the facility concerned during the notice period.

- Specification of the modalities applicable in the event that **the time slots initially agreed are exceeded**. To cater for such circumstances, the limits on exceeding the time slots must be laid down, together with the rates applicable thereto.
- Specification of „**emergency „ days** and of the rate relating thereto (e.g. the possibility of adding a day or a half-day on an occasional basis).
- Modalities and invoicing in the event of **prolonged absence of the child on account of serious illness**.
- Specification of the **services to be provided**: the contract should specify the services included in the rate and whether certain services are invoiced separately (e.g. invoicing for meals, baby bottles, nappies, etc.).

5. Other useful points

- Steps to be taken by the SEA in the event that the child falls ill and specification of the terms on which the parents authorise the taking of certain urgent measures in the event of an accident.
- Means by which, and time-limits within which, the parents can notify the fact that their child will arrive late or will be absent.
- Specification of the modalities and applicable rates in relation to acclimatisation days.
- Dates when the SEA will be closed (e.g. public holidays).
- Membership of the scheme does not absolve parents from their obligation to personally enrol their children in the SEA(s) chosen by them.
- The admission of children in the facilities in question will depend on the availability of places and the priorities defined by the manager.
- The municipal administration can only draw up one membership contract per child and can enter only one billing address.