



ÉCOLE  
INTERNATIONALE  
Differdange &  
Esch-sur-Alzette

*Service d'éducation et d'accueil de l'école internationale de Differdange a.s.b.l.*

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## Childcare contract 2023/2024

### Childcare contract between the two undersigned parties:

M. / Mrs. \_\_\_\_\_

Here referred as **"legal representative"**

living in \_\_\_\_\_

acting in his/her capacity as guardian(s) or legal representative

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

attending the SEA from the EIDE  in Differdange  in Esch/Alzette

and

The non-profit association « Service d'éducation et d'accueil de l'École internationale de Differdange »

with the head-office at L-4573 Differdange, 8 rue John Ernest Dolibois,

acting as manager of the childcare service, here referred as **"SEA"**

represented by Madame Simone WINANDY, in charge of direction of the SEA, here referred as **"manager"**

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## Article 1: Object of the contract

The purpose of this contract is to formalize the relationship between the two signing parties in this contract in order to organize the offer of the service of the SEA.

The manager provides the following service:

- relaxation
- balanced nutrition/meal during the school period: lunch, snack around 16:00 hours
- balanced nutrition/meal during the holiday period: breakfast around 9:00, lunch, snack around 16:00
- animated, cultural, musical, craft, artistic, physical and sports activities
- activities promoting the social, emotional, cognitive, linguistic and physiological development of the child
- activities promoting the integration of the child in its social and local environment
- supervised studies that provide the children a calm environment, so that the child will be able to do its homework under minimal supervision

## Article 2: Contract length

### 2.1 Admission

In principle, the SEA admits the child from the first day of the school year in September.

The enrollment of the child in the SEA is valid according to the availability of the services offered, for the duration of the child's inscription in the International School and is based on the completed registration file, submitted, in principle, before July 15 preceding the start of the school year in September of the same year.

This childcare contract starts on September 6, 2023 and is automatically renewed each school year.

### 2.2. Cancellation

Through the legal representative:

A written declaration of departure must be submitted with one month's notice. During this period, the financial contribution is due.

Through the manager:

- The manager will automatically cancel the reception contract if the child no longer attends the International School.
- If the legal representative has not made the departure declaration of the child within the prescribed time, the manager reserves the right to charge an additional month from the first day on of child's absence.
- If the legal representative fails repeatedly to fulfill the contractual obligations (for instance in case of non-payment invoices, repeated or unauthorized delays, etc.) the SEA may exclude the child, temporary or definitively.
- In agreement with the direction, a child may be temporarily, partially or permanently excluded from the SEA if it shows a lack of repetitive discipline.

### **Article 3: Amendment of the contract**

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

Enrollment changes are communicated in writing one month in advance to the SEA administration. In case of an emergency, parents must inform the person(s) in charge. The manager will examine the change and take it into account to ensure the smooth running of the SEA.

In case of an article's non-validity in this contract, the validity of the remaining articles is not affected.

The non-functioning of a particular element not substantially affecting the provisions of this contract, does not grant the legal representative any right to postpone or refuse the payment of the reception price. Moreover, it does not affect the validity of this contract.

This contract is subject to the legal provisions of the Grand Duchy of Luxembourg and, failing that, to the local custom.

### **Article 4: Managers Obligation**

#### **4.1 Benefits**

During the opening periods, the manager ensures, according to a planned schedule and corresponding to the child's enrollment, the benefits described in Article 1. These obligations are suspended during the periods that the child is not under the responsibility of the institution, such as periods of illness in the child's home and trips from the child's home to the SEA and vice versa.

They are also suspended from the moment on, that the parents present themselves at the SEA. The children are then under the parent's responsibility.

#### **4.2 Covered risks and the manager's responsibility**

The manager has contracted a liability insurance, which guarantees the responsibility of children and staff, outside and inside the building. It should be noted that this liability insurance is secondary vis-à-vis the private liability insurance of the child. Therefore, the liability insurance of the legal representatives can be requested depending of the nature of the claim.

The manager declines any responsibility in the event of loss or theft of the child's personal belongings. It is recommended to children to not bring valuable objects.

The manager does not guarantee a continuous presence of an adult with each child at any time.

## Article 5: Obligation of the legal representative

### 5.1 Inscription/Enrollment

The admission of the child becomes effective with the signature of this reception contract by the 2 undersigned parties.

The legal representative commits to:

- forward the registration form duly completed within the prescribed time to the manager. Registrations are in keeping with of school periods and holiday periods.
- respect the open hours and the time slots
- respect the internal regulation (copy in annex)

### 5.2 Health state

The legal representative commits to:

- inform in writing the manager about the child's allergies or food intolerances (annex 5)
- submit a medical prescription and the "parental delegation form for the administration of drugs" provided for this purpose (annex 4) to the SEA
- authorizes the SEA staff to administer medications to the child, according to the medical prescription (annex 4)
- in case of sickness to pick up the child as quick as possible
- cover the costs related to any emergency procedure involving the child

### 5.3 Collaboration

The legal representative commits to:

- comply with the internal regulation, which is part of this contract (copy in annex)
- actively collaborate with the manager and the SEA
- Accept the "open" pedagogical concept of SEA
- Support the SEA staff in their pedagogical initiatives
- hold a liability insurance
- entrust the child to an educator upon the arrival at the SEA
- inform the educational staff, and sign - if necessary – a form when the child leaves the SEA

### 5.4. Modification and cancellation of attendance

The legal representative commits to:

- respect the enrollment modalities noted on the presence sheet
- respect the deadlines for enrollment cancellation
- in case of a child's absence to inform the SEA as soon as possible, and at 8 a.m. the latest at the day of absence
- respect the pickup times for children at SEA
- introduce a maximum of 2 requests for an enrollment change per month in school period and a maximum of 1 request in holiday period

Modifications can only be accepted within the availability limits of the respective module.

## 5.5 Financial participation

The legal representative commits to:

- have a valid “chèque-service” contract
- renew the “chèque-service” contract in time, in principle once a year (see expiry date on the “chèque-service” contract) or if the financial situation of the family changes, for ex. in the event of any change of circumstances, visit the local commune in order to renew it
- pay the invoices within the framework of the Chèque-Service Accueil
- in the absence of payment, according to the legal provisions on seizure, to have a seizure on the salary in order to cover unpaid debts. In this case, the recovery costs are borne by the legal representative.

## Article 6: Signature

Each party claims to have received a copy of this contract and the internal regulation which constitute an integral part of this contract. The parties declare to accept and understand the provisions and commit themselves to respect them.

All SEA registration documents can be downloaded from the site [www.eide.lu](http://www.eide.lu)

This contract is signed twice, a signed copy will be given to each party.

Esch/Alzette / Differdange, the \_\_\_\_\_

_____ Legal representative(s)
_____ Simone WINANDY Director of the SEA