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MUNICIPALITY OF COURBEVOIE
Hauts-de-Seine

**OPERATING RULES GOVERNING ESTABLISHMENTS FOR THE
CARE OF YOUNG CHILDREN IN THE MUNICIPALITY OF
COURBEVOIE**

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ARTICLE 1: PREAMBLE

All the public establishments managed by the Early Years Childcare service operate under the authority of Mr Jacques KOSSOWSKI, the Mayor of Courbevoie.

Care establishments in the municipality of Courbevoie operate in accordance with the following:

- The Public Health Code,
- The Social Initiatives & Family Code,
- The Ordinance of 26th December 2000 concerning establishments and services for the care of children aged under 6 years,
- Decree n° 2010-613 of 7th June 2010 concerning establishments and services for the care of children aged under 6 years, amending Decrees nos. 2000-762 of 1st August and 2007-230 of 20th February 2007,
- The opinions and supervision of the President of the Department Council of Hauts-de-Seine,
- Instructions of the National Family Allowances Fund (Caisse Nationale des Allocations Familiales) currently in force, subject to any amendment,
- The provisions of the present operating rules, as set out hereinafter.

Establishments and services for the temporary care of children are responsible for the health, safety, well-being and development of the children in their care. Whilst observing parental authority, they contribute to the upbringing of children. They contribute to the integration of children in their care who are affected by disabilities or chronic medical conditions. They provide support for parents, in the interests of fostering a balance between professional and family life.

These establishments accept children from the age of 10 weeks up to the date preceding their fourth birthday.

Establishments may provide multi-care facilities, combining regular care, one-off care and short-notice care in a single location.

Opening times vary, according to the establishments concerned:

- 1) The following multi-care public facilities:** Les Angelots (60 places); Les Canaillous (45 places); Les Chat Botté (60 places); Les Chérubins (60 places); Les Dominos (60 places); Les Friponnets (60 places); Le Front de Seine (60 places); Les Globe Trotteurs (60 places); Les Marmottes (45 places); Les Oursons (45 places); Les P'tits Loups (60 places); Les Pléiades (45 places); Tom pouce (20 places); Watteau (56 places); Le Zodiaque (60 places)

✓ Monday to Friday, from 7:30 a.m. to 7:00 p.m.

- 2) The following multi-care public facilities:** Le Petit Poucet: 20 places, and Haussmann: 20 places

✓ Monday to Friday, from 8:30 a.m. to 5:30 p.m., for regular daytime care

✓ Monday to Friday, from 8:30 a.m. to 12:30 p.m., and from 1:30 p.m. to 5:30 p.m., for occasional care

3) The following multi-care public facility: Marceau: 20 places

- ✓ Monday to Friday, from 8:30 a.m. to 5:30 p.m.

4) The following multi-care public facility: Edith Cavell: 20 places

- ✓ Monday to Friday, from 8:30 a.m. to 12:00 noon, and from 1:00 p.m. to 6:00 p.m.

5) The following multi-care public facility: Les Chatons: 15 places

- ✓ Monday to Friday, from 9:00 a.m. to 12:00 noon, and from 1:00 p.m. to 6:00 p.m.

6) Multi-care family facilities: Northern sector and Southern sector

- ✓ Monday to Friday, from 7:30 a.m. to 6:30 p.m.

Multi-care facilities are closed by the municipality on the following dates:

- ✓ For 3 – 4 weeks during the summer;

In order to accommodate the requirements of certain families, who are unable to coordinate their holidays with these dates of closure, the system includes a care service which is described as the “summer day-care”. ***This service is reserved for children in families with two working parents. A written application from the parents must be submitted to the Early Years Childcare Division no later than 31st March, accompanied by supporting evidence of their employer.***

- ✓ For one week between Christmas and New Year’s Day; all facilities are closed during this period;
- ✓ According to the schedule, on public holidays and any bridge days taken;
- ✓ For the two educational in-service training days.

A schedule of closures for the following year will be submitted to families at the end of the first half-year.

Exceptional closures may also occur in the course of the year:

- ✓ In the event of works (which are unscheduled, but executed for reasons of safety),
- ✓ In the event of *force majeure* (flood, fire, etc.),
- ✓ In the event of a strike by personnel, where no replacement arrangement can be envisaged.

In the event of exceptional closures, a reduction in tariff charges will be applied, on a *pro rata* basis according to the number of days of closure.

ARTICLE 2: DIFFERENT TYPES OF CARE AVAILABLE

The municipality offers the following three types of care in all its establishments:

- **Regular care:** where care requirements (days and times) are known in advance and are recurrent. Care may be full-time or part-time, and shall mandatorily be subject to a contractual agreement, which shall stipulate care requirements (number of days per week and number of hours per day). However, in order to avoid any disturbance to the routine of the establishment concerned, no arrival shall be accepted in the morning after 9:30 a.m., and no departure shall be accepted before 4:30 p.m..
- **Occasional care:** this involves children who either attend an establishment on an occasional basis (according to available places), or who are registered for regular care, but who wish to enjoy an exceptional extension of their attendance. Consequently, this is a type of care where requirements are known in advance, but on a one-off and non-recurrent basis.

In the interests of the maintenance of the quality of this care, the municipality recommends that a child should only attend a single facility for the provision of occasional care. Likewise, in order to make occasional care places available to the largest possible number of families, the municipality reserves the right to restrict the number of occasional care sessions per family and per week. This restriction will be notified by the manager of the establishment. Any initial occasional care in a facility shall be preceded by a preliminary meeting with the manager of the establishment concerned, and shall be subject to an integration period, in order to permit the child to familiarize themselves with the facility.

- **Short-notice care:** where the requirements of families cannot be anticipated. In such cases, the child will therefore never have previously attended the facility concerned. Depending upon available facilities, the child will be accommodated for a specific period, not exceeding four consecutive weeks, in one of the establishments of the municipality, specifically in response to exceptional family circumstances (admission of a parent to hospital, accidents, family problems, a temporary interruption in childcare arrangements due to the absence of a childminder, etc.). Under no circumstances shall acceptance for short-notice care guarantee any extension of attendance, or the provision of a permanent place.

ARTICLE 3: FOUNDATION PROJECT

A foundation project comprises a social project, a childcare project and an educational project which are specific to each multi-care facility. The foundation project represents the fruit of the collective initiative of the on-site team.

The foundation project is reviewed on a regular basis, in the interests of continuous adaptation to the working practices of establishments and the requirements of children, and for the benefit of attending families.

ARTICLE 3-1: SOCIAL PROJECT

The social project is based upon the following:

- the accommodation of families experiencing childcare and/or social difficulties;
- the accommodation of families where the parents are involved in social and occupational inclusion schemes;
- the specific accommodation of children affected by a disability or a chronic medical condition;
- partnership with local agencies (institutional partners, professionals in the childcare sector, etc.).

ARTICLE 3-2: CHILDCARE PROJECT

This project embodies the policy discussion of childcare values which are advocated by professionals in the municipality, with respect to the following:

- respect for the child and their family;
- the physical and emotional security of the child;
- support for the developing independence of the child;
- relationships of confidence between parents and the multi-disciplinary team;
- a cohesive approach to operations.

ARTICLE 3-3: EDUCATIONAL PROJECT

This project specifies the following:

- arrangements for the personalization of care;
- integration methodology;
- communication tools;
- the organizational structure deployed to accommodate the rate of development of the child;
- facilities provided in the premises.

ARTICLE 4: CONDITIONS OF ADMISSION

The conferral and continuing provision of a place in a municipal establishment shall be subject to the residence of the parents within the Municipality of Courbevoie.

ARTICLE 4.1: PRELIMINARY REGISTRATION

Preliminary registration shall be completed at the Early Years Childcare service (using the family portal with effect from 15th October 2016), from the sixth month of pregnancy onwards.

A record of confirmation of preliminary registration will be issued to the parents.

The birth must be confirmed to the Early Years Childcare service, within 15 days of the date of birth.

Registration (rather than admission) will then be confirmed, subject to the completeness of the application, i.e. further to the receipt of all supporting documents and the full version of the certificate of birth of the child.

The list of documents to be supplied is available on the website of the municipality – under the Early Years Childcare tab.

Families who have completed preliminary registration will be invited to attend a meeting for the presentation of different types of care.

ARTICLE 4.2: AWARD OF PLACES

The committee for the award of places in public family facilities, comprised of the Delegate Deputy Mayor for Early Years Childcare, the Deputy Directorate-General, the Early Years Childcare Division and structural divisions, shall be organized annually during the second quarter of the year, in order to rule on admissions for the following September.

This committee may meet on an *ad hoc* basis throughout the year, in the event that places become available.

Places shall be awarded, subject to availability (with respect to the age of the child, and to the required days and times of care). Particular consideration shall be given to the children of parents who are in receipt of minimum subsistence welfare benefits (the municipality undertakes to reserve ten percent of places for such children, in accordance with legislation in force), to single-parent families, to children affected by a disability or a chronic medical condition, to adopted children and to siblings.

Urgent cases arising from particular situations or circumstances may be considered independently of the date of registration. These shall be considered, on a case-by-case basis, by the Early Years Childcare Division, acting under the authority of the delegated elected representative.

Families shall be notified of the outcome of their application by post.

Should the family refuse to accept the place offered, their initial application will be cancelled.

Excluding any exceptional circumstances, which shall be duly notified in writing to the Early Years Childcare Division, no change of establishment or of childminder shall be envisaged during the three years of provision of care.

ARTICLE 4.3: ADMISSION OF CHILD

The management of the childcare facility will contact the parents, in order to:

- define arrangements for the admission of the child,
- establish the admission documentation,
- schedule the integration period,
- introduce the childcare facility or the childminder.

In the event of any change to the number of days requested by the family, between the time of preliminary registration with the Early Years Childcare service and definitive admission to a multi-care facility, the case shall be referred back to the Early Years Childcare service. This new request will then be examined at an *ad hoc* committee meeting.

Once a place has been allocated, the tariff will be calculated on the basis of supporting documents submitted to the Early Years Childcare service.

ARTICLE 4.3.1: Medical examination for admission

Admission shall be subject to a **mandatory medical examination**, conducted by the practitioner who is associated with the facility concerned **in the presence of a parent**, or by the attending physician. **For reasons of medical confidentiality, medical records shall be placed in a sealed envelope and delivered to the management of the facility.**

Children shall receive the vaccinations stipulated by texts in force.

According to the provisions of Article L 3111-21 of the Public Health Code and of Decree n° 2018-42 of 25th January 2018, mandatory vaccinations are as follows:

1. anti-diphtheria
2. anti-tetanus
3. anti-polio
4. anti-whooping cough
5. against type b invasive haemophilus influenzae infections
6. against hepatitis B virus
7. against invasive pneumococcal infections
8. against serogroup C meningococcal disease
9. against measles
10. against mumps
11. against rubella

In accordance with the provisions of the above-mentioned Decree n° 2018-42, vaccination records must be presented for any admission to a public childcare facility. Where one or more vaccinations are missing, the child will be admitted on a provisional basis. The continuing attendance of the child in a public childcare facility will be subject to the completion of the missing vaccinations, which may be administered within a term of three months following provisional admission, in accordance with the schedule of vaccinations.

Parents hereby undertake to disclose to the manager of the establishment all information pertaining to the state of health of their child (any disabilities, allergies, health problems, treatments or hospital admissions).

Where the child is affected by a disability or suffers from a chronic condition, but their state of health is nevertheless deemed compatible, by the municipal practitioner, with their attendance at a facility, a personalized care plan (PCP) will be prepared, in consultation with the family and the manager of the establishment.

ARTICLE 4.3.2 – Confirmation of admission

The admission of a child will be definitively confirmed:

- once the registration documentation has been completed and signed (including the presentation of supporting documents, the signature of the operating rules by the parent(s), and the proper completion and signature of the various parental permissions by the parent(s)),
- once the doctor has issued a favourable opinion.

The management of the establishment will decide upon the date of entry of the child.

ARTICLE 5: CONDITIONS OF CARE

ARTICLE 5.1 – HOURS OF CARE

Families are requested to observe the opening and closing times of the facility, together with the contractual schedule for the care of their child. These are benchmark conditions for children, are used for the calculation of invoicing and permit the establishment to operate under effective conditions by adapting the presence of staff to the times of attendance of children in the facility.

Parents are required to accept arrangements for the monitoring of attendance and the observation of hours, which are deployed by means of a professional software for this purpose.

In a public care facility, a badge will be issued for this purpose. Parents will be requested to complete the compulsory scanning of this badge upon the arrival and departure of the child. In the event of any loss or deterioration of the badge, parents are requested to notify the manager of the establishment to this effect immediately. A replacement badge will be charged to the family.

In a family care facility, only the times entered by the childminder on the attendance sheet will be considered for the purpose of invoicing. In the event that stand-in care is scheduled during the absence of the regular childminder and is not accepted by the parents, any reservation costs will not be deducted.

A margin of 7 minutes will be permitted, both in the morning and in the evening, with respect to the care contract. Beyond this margin, an additional 30 minutes will be invoiced for the morning and/or for the evening.

In the interests of the child, parents are required to arrive at least 15 minutes prior to the departure time scheduled in the care contract. The same applies to children who are cared for in the home of a childminder.

Parents are requested to provide notification of any incidents or events occurring at home, and to consult with personnel at the end of the day on how that day has proceeded.

The child will be required to have eaten and finished their breakfast prior to arrival at the establishment or at the home of the childminder.

In case of the systematic availment of additional hours, the management of the establishment may have occasion to renegotiate the care contract, in order to take account of the requirements of the family.

Repeated failure to observe scheduled times may constitute grounds for exclusion from the establishment.

Parents shall remain contactable throughout the duration of the care of their child. Accordingly, parents are required to notify the management of the establishment and the Early Years Childcare service of any change to the following:

- **their professional and/or personal situation,**
- **their postal address,**
- **their E-mail address,**
- **their personal and/or professional telephone numbers.**

In the event of the absence of parents at the closing time of the establishment, the child will be placed in the care of the Child Welfare Service, on the initiative of the nearest police station.

ARTICLE 5.2: INTEGRATION PERIOD

A **progressive and mandatory** integration period shall precede the definitive acceptance of a child. This is an essential step for both the child and their parents, in order to ensure a smooth transition to a new environment, and in the interests of eliminating any separation anxiety.

These shared sessions will also establish relations of confidence between parents and childcare professionals, thus instilling a feeling of security in the child.

During this period, parents will mandatorily be required to attend these shared sessions with their child. A link will be established between the family and childcare professionals and, during this time, the family will be able to communicate the everyday habits and routines of their child.

The integration period permits the preservation of the stability and continuity required by any child, regardless of their age.

After a prolonged period of absence of the child, a new integration period may be scheduled.

Practical arrangements for this care period, the minimum duration of which shall be one week, are defined by the management of the facility concerned.

This period shall be invoiced to the family as follows:

- for the first two days: according to the hours of attendance actually completed by the child, on the basis of the hourly tariff;
- with effect from the third day: under the terms of the contract.

ARTICLE 5.3: SAFETY AND LIABILITY

ARTICLE 5.3.1: Safety measures

Parents shall take care to ensure the safety of their child. They shall be responsible for this safety for such time as they are present, whether in the establishment concerned or in the home of the childminder:

Parents shall:

- upon their entry to the facility, confirm their identity by means of the videophone,
- respect the cleanliness of premises, in the case of public facilities, during break times and during children's activities, and ensure, upon their arrival and departure, that doors and gates are closed in the interests of the safety of all children,
- treat the homes of childminders with respect,
- ensure that no personal effects which might constitute a hazard (e.g. medicines) are left within the reach of children.

The use of mobile telephones within the facility is **prohibited**.

The entry of any brothers and sisters of a child in care shall not constitute a risk factor, or entail any disturbance to other children in the establishment or in the care of a childminder. Only parents or qualified persons shall be entitled to enter facilities.

For obvious reasons of safety, any object which is potentially hazardous to the child is **prohibited**, including the wearing of jewellery: earrings, chains, bracelets and/or hair clips, toys, marbles, coins, sweets, etc..

ARTICLE 5.3.2: Liability

The municipality cannot accept any liability for the loss of the personal property of the child, or for any theft or damage occurring within the premises of the establishment; this applies specifically to buggies (which the municipality recommends should be equipped with an anti-theft device).

Likewise, the municipality cannot be held liable for any breakage of spectacles.

The municipality holds public liability insurance for any damage caused to the child during the duration of their care within the facility.

Parents are required to conclude, on behalf of their child, a public liability insurance policy for any damage which the latter may cause to third parties.

ARTICLE 6: TERMS OF CARE

ARTICLE 6.1: HYGIENE

All multi-care facilities supply nappies, and the cost thereof is included in the amount of family contributions. If the generic type supplied is not acceptable to parents, the latter will be responsible for supplying their own nappies, with no resulting reduction in the amount of their family contribution or in the hourly tariff.

Physical hygiene and the cleanliness of the child's clothing will be the responsibility of the parents. At the end of the day, parents will collect any clothing which has been soiled during the day.

ARTICLE 6.2: EQUIPMENT TO BE SUPPLIED

In the interests of the well-being of the child, parents are requested to supply clean clothing, to be left in the locker of the child, including:

- underwear,
- socks and/or tights,
- vests and/or t-shirts,
- trousers, etc.

The comfort of the child should be considered, with a preference for clothing in which they will feel comfortable and can move easily, clothing which is robust, in the light of certain activities undertaken and, insofar as possible, clothing which fastens by press-studs, which is more practical both in a public facility and for childminders. Parents are also requested to mark the name and forename of their child on clothing, personal objects (indoor shoes, comforters, security blankets, etc.) and personal medical items (creams, medicines, personal thermometer, etc.).

ARTICLE 6.3: CATERING

The cost of meals is included in the amount of the family contribution. However, families are requested to supply the first bottle of infant formula, as indicated by the management of the multi-care facility.

Lunches and snacks are supplied by the establishment, with the exception of products to meet special dietary requirements, or a formula milk preferred by the parents which differs from that supplied by the establishment.

In all public facilities, chilled meals will be delivered from the central kitchens of the municipality.

A menus committee, comprised of the Delegate Deputy Mayor for Early Years Childcare, the managers of facilities and caterers, will meet on a quarterly basis in order to establish menus. Menus shall be posted in each facility.

Under no circumstances shall menus be modified, and any foodstuff which is not served, at the request of parents, cannot be replaced.

In family facilities, diverse and well-balanced meals shall be prepared by the childminder, under the supervision of the management of the establishment.

Any special dietary requirements or any allergies shall be notified and recorded in a report which is signed by an attending physician, and shall give rise to a personalized care plan (PCP), which shall be validated by the manager of the establishment and by the doctor for the facility concerned.

ARTICLE 6.4: HEALTH AND MEDICAL SUPERVISION

The doctor shall be responsible for the application of the following:

- general preventative hygiene measures;
- measures to be implemented in the event of contagious diseases, epidemics, or other situations which pose a health hazard.

Municipality practitioners will prepare and confirm, on an annual basis, protocols for the overall care of the child concerned, as required.

Each year, practitioners shall inform and train all personnel working in facilities in the application of these protocols.

A medical examination for admission, conducted by the practitioner for the establishment concerned, shall be mandatory for children aged under 4 months, for children affected by a disability, who suffer from a chronic medical condition or from any other health problem which requires treatment or particular attention. Where applicable, the practitioner for the establishment will define a Personalized Care Plan, in conjunction with the parents, the physician attending the child and the staff team of the establishment, in consultation with the management of the facility.

Medical examinations may be offered on a regular basis, the frequency of which will vary according to the requirements of the child.

Parents hereby undertake to accept any individual or collective preventative measures which may be adopted by the practitioner for the establishment in the event of the risk of contagion.

For all municipal establishments, parents shall notify any contagious condition suffered by the child and their entourage, in order to protect the health of all adults and children in the facility.

Where a child presents with unusual symptoms, the management of the facility or the practitioner for the establishment will be authorized to decide whether or not the child is to be admitted.

In a family care facility, the childminder will contact the management of the family day-care, in order to confirm the admission of the child concerned.

Parents must be contactable at all times, and must be available to collect their child, should the state of health of the latter so require, further to a call from the establishment.

ARTICLE 6.4.1: Medical arrangements in the event of an emergency

At the time of admission, parents shall authorize the administration of all medical care, transport by the ambulance service or the fire brigade and the administration of surgical treatment, where applicable, to their child.

In urgent cases, where the state of health of the child requires emergency transport, the parents will be contacted immediately by the management of the establishment and notified of the circumstances of the incident, and of measures adopted.

ARTICLE 6.4.2: Medicines

Medicines shall not be administered in the establishment.

Parents shall be responsible for administering medication to their child at home, in the morning and/or in the evening.

Parents shall notify their attending physician accordingly.

Should it be impossible to avoid taking medication during the day, this medication, exceptionally, may be left with the management of the establishment, or with the childminder, accompanied exclusively by the original copy of the currently-valid prescription issued by the practitioner (with a term not exceeding 15 days).

Parents shall supply medication in its original packaging, including a record of the name of the child, dosages, the dates and duration of treatment, and the date of opening of the medicine bottle.

It is requested that the name of generic medications should be indicated on the prescription.

During the day, personnel shall only be authorized, under the responsibility of management, to administer medications for routine conditions, prescribed in a prescription issued by the attending physician of the child, in medical protocols issued by the municipality, or in Personalized Care Plans (PCPs).

In the case of certain conditions, according to the state of health of the child, the practitioner for the establishment or the management of the multi-care facility may decide that the child should be removed.

The same shall apply in the event of serious illness: whooping cough, mumps, measles, tuberculosis, diphtheria, gastro-enteritis associated with E-coli and shigella, streptococcal infections (strep throat, scarlet fever), invasive meningococcal infections, impetigo, hepatitis A.

In the interests of the child, any treatment prescribed by a practitioner, even if this treatment does not require the taking of medication during the care of the child within the facility or in the home of the childminder, must be notified.

ARTICLE 7: FINANCIAL CONTRIBUTION BY FAMILIES, TERMS OF INVOICING AND PAYMENT

ARTICLE 7.1: PRINCIPLE

The financial participation of parents shall constitute a contribution to the operating costs of the establishment. The Municipality, the Family Allowances Fund and the Departmental Council of Hauts-de-Seine will contribute to operating costs.

This financial participation shall be recalculated at the start of each calendar year, in accordance with updated scales applied by the Family Allowances Fund.

In the event of failure to produce the requested supporting documents for financial resources, notwithstanding the issue of two reminders by the Early Years Childcare Division, the maximum tariff on the scale will be applied, in accordance with the composition of the family, as indicated below. The new tariff may be recalculated, if documents are produced subsequently, and shall take effect from the 1st of the following month, should said documents be received prior to the 20th of the preceding month.

No retroactive effects shall apply.

ARTICLE 7.2: CALCULATION OF HOURLY TARIFF

The hourly tariff is calculated by the Early Years Childcare Division as a function of the monthly resources of the household of the child, the composition of the family, and the type of care, subject to the application of an affordability factor.

The affordability factor is dictated according to the type of care and the number of dependent children in the family concerned, in accordance with the following scales:

NUMBER OF CHILDREN	Affordability factor per hour of public care invoiced	Affordability factor per hour of family care invoiced
1 child	0.06%	0.05%
2 children	0.05%	0.04%
3 children	0.04%	0.03%
4 children	0.03%	0.03%
5 children	0.03%	0.03%
6 children	0.03%	0.02%
7 children	0.03%	0.02%
8 children	0.02%	0.02%
9 children	0.02%	0.02%
10 children	0.02%	0.02%

Resources considered for the calculation of the hourly tariff shall be those considered with respect to family allowances paid by the Family Allowances Fund (accessible on the “my partner account” portal

of the Family Allowances Fund website) or, failing this, those indicated on the notice of tax assessment, prior to any reductions (the reference document being the notice of tax assessment for the year N-2).

The monthly amount will be determined as a function of contractual hours, subject to the deduction of any leave taken by the parents, provided that:

- the management of the establishment is alerted no later than one month prior to the start of leave,
- a supporting document from the employer is provided.

*** For regular care:**

The monthly invoice for regular care shall be calculated as follows:

$$\frac{\text{Volume of hours booked X hourly tariff}}{11 \text{ months}}$$

The volume of hours booked shall be equal to the number of hours per contractual day, multiplied by the number of days on which the facility is open during the year. This number of opening days shall take account of scheduled closures (Christmas week and any bridge days between public holidays and weekends).

In the event that a family requests the early termination of a contract which has been calculated for an 11-month period, the municipality:

- will recalculate invoicing on a *pro rata* basis, in accordance with the number of months actually completed,
- will debit the family contribution to the amount associated with this new calculation.

*** For occasional or short-notice care**

Any hour of attendance or any hour booked shall be debited from the family account on the day following the date of care.

Where occasional care has been scheduled by agreement between the family and the management of the facility, but is then cancelled by the family with less than 48 hours' notice, the hours booked will be invoiced.

In the case of short-notice care, the relevant financial contribution will be determined *a posteriori* on the basis of known resources or, failing this, an average hourly tariff will be applied.

Regardless of the type of care, financial contributions shall be calculated by complete hours only, whereby payment shall be due for any booked and part-completed hour. Additional hours will be calculated on a half-hourly basis.

For children starting or leaving care in the course of a month, the family contribution will be calculated according to the number of hours actually completed.

The amount of family contributions shall be subject to the following:

- a lower limit: in the event of the absence of resources, or a shortfall in resources with respect to the “lower limit”, this permits the calculation of a minimum family contribution;
- a ceiling: the scale will apply up to the value of a ceiling on monthly resources (defined annually by the National Family Allowances Fund).

If the family includes a dependent child who is affected by a disability, even if the latter is not the child who is in the care of the establishment, the application of the next affordability factor down will be permissible.

ARTICLE 7.3: TERMS OF PAYMENT

In order to improve the quality of service delivered to users, the municipality has established a system for the payment of services using a family account entitled the “Carte Qualité de Ville” (“Municipal Quality Card”).

A copy of the rules governing the terms of operation of the “Carte Qualité de Ville” will be issued to parents, for review and signature, on the occasion of their admission meeting with the management of the establishment (c.f.: Article 5.3).

The family contribution will automatically be debited from the family account:

- on the 1st of the month, in the case of children who receive care under a regular contract;
- progressively, in accordance with the consumption of services, for children receiving occasional care.

Parents undertake to top-up this account on a regular basis.

Any debit balance shall give rise to the issue of a reminder.

Care charges may be settled by the following methods: by bank card, by cheque, in cash (to a maximum amount of €300) or by CESU (universal employment cheque service).

In the event of default in payment, the municipality shall reserve the right:

- to terminate the provision of care to the child, further to the submission of a number of written reminders, including a final reminder served by registered letter with acknowledgement of receipt;
- to pursue the recovery of sums payable through the offices of the Public Exchequer; additional expenses associated with the deployment of this procedure shall be assumed by the parents.

ARTICLE 7.4: DISPUTES/EXEMPTIONS

Any challenge pertaining to invoicing/settlement shall be formulated in writing and submitted to the Early Years Childcare Division.

Any application for exemption from crèche charges shall also be submitted in writing to the Early Years Childcare Division, and shall be subject to joint examination in consultation with the financial services of the municipality.

No exemption shall be conferred, in the event that the absence of the child is due to an incident involving a parent or parents.

ARTICLE 8: OPERATION OF ESTABLISHMENTS

ARTICLE 8.1: EARLY YEARS CHILDCARE PROFESSIONALS

- **Management of the establishment**

The manager of an establishment shall be the preferred contact for families.

The manager shall be responsible for the quality of care, and for the safety and well-being of children. The manager shall assume responsibility for the management, organization and administration of their facility, in compliance with the terms of the present regulations, and shall undertake the management of their team.

Management may be assumed by childcare professionals, nursing professionals, or early years teaching professionals.

In the event of absence, continuity of management will be maintained by the deputy manager.

- **The childcare team**

1. Multi-care public facilities:

Professionals from various categories contribute to the fulfilment of the needs of the child. Accordingly, children are cared for by a multi-disciplinary team, comprised of the following:

- early years teaching professionals who are specialists in early child development, providing child-rearing and educational support in collaboration with childcare auxiliaries and childcare assistants,
- childcare auxiliaries, who supervise the well-being of children, paying close attention to their requirements (care, hygiene, etc.),
- childcare assistants, who are responsible for the daily care of children, as support workers for childcare auxiliaries,
- technical staff, who are responsible for all tasks involving the maintenance of premises, and for laundry duties,
- catering workers, who are responsible for the serving of meals and the preparation of teas for children,
- psychologists, who supervise and support staff teams in their childcare policies and advise parents, where applicable,
- day-care practitioners, who are responsible for the regular preventative medical care of children, who monitor the correct application of general hygiene rules, and who contribute to the ongoing training of personnel.

2. Multi-care family facilities

The same professionals as those involved in public facilities contribute to childcare within a family facility.

Care is principally undertaken by childminders, in their home, who are responsible for well-being and early child development by the provision of appropriate care.

ARTICLE 8.2: ABSENCES OF THE CHILD

In the interests of the effective operation of the establishment, families are requested, upon the co-signature of the contract and upon the annual renewal thereof, to submit to the management of the establishment an anticipated schedule of their holidays for the year ahead, and to confirm these holidays as follows:

- for summer holidays: no later than 3 months in advance of the summer holiday period,
- for all other absences: no later than one month in advance.

Any absence, specifically on the grounds of sickness, shall be notified to the management of the establishment or to the childminder no later than 8:30 a.m. on the same day.

ARTICLE 8.3: DEPARTURE – EXCLUSION OF CHILD

ARTICLE 8.3.1: Departure

The definitive departure of a child shall be notified to the management of the establishment, in writing, with the signature of both parents, one month in advance. **The settlement of a full month by way of notice shall be payable by the parents** (for example: if notice is given on 25th May, full payment shall be due for the month of June).

Should they move house outside the municipality, the parents shall notify the director of the establishment or the childminder to this effect at the earliest opportunity.

The continuing attendance of the child at the facility or at the home of the childminder shall be examined by the Early Years Childcare Division, acting under the authority of the delegated elected representative. Under no circumstances shall this attendance extend beyond 31st July of that year.

ARTICLE 8.3.2: Exclusion

Exclusion may be enforced under the following circumstances:

- any absence of a child for a period exceeding 5 days, without notification of grounds to the management of the establishment, may give rise to permanent exclusion;
- non-compliance with the terms of the contract;
- non-compliance with the present regulations;
- lack of respect for personnel, or behaviour on the part of a parent which seriously disrupts the operation of the establishment,
- failure to settle the family contribution (further to reminders from the municipality),
- any false declaration in the constitution of documentation (with respect to earnings, domicile, sworn statements, etc.)
- a state of health of the child which is not compatible with a public facility.

Exclusion shall be declared by the establishment, further to confirmation by the Early Years Childcare Division and the delegated elected representative, and notified by registered letter with acknowledgement of receipt.

ARTICLE 8.4: CONTRACT AND POSSIBLE DEDUCTIONS

ARTICLE 8.4.1: Contract

A personalized care contract shall be concluded between the parents and the care facility or the childminder.

This contract shall be valid throughout the term of care of the child.

This contract shall specify care requirements:

- a – the number of days of attendance per week,
- b – the number of weeks of attendance during the year,
- c – the number of hours per day,
- d – the arrival and departure times of the child,
- e – foreseeable absences of the family (leave, time off in lieu),
- f – the hourly tariff.

If the revision of the contract is required, an application to this effect shall be referred to the Early Years Childcare Division, which shall be considered in accordance with the possibilities available to the facility, on the first day of the month following acceptance, provided that the application is received no later than the 20th of the preceding month. If revisions to the contract are requested, these must be justified (e.g. by a change in time constraints affecting the family), and shall not be recurrent over the course of the year.

ARTICLE 8.4.2: Possible deductions

- in the event of the closure of the establishment;
- in the event of the hospital admission of the child, subject to the presentation of a status report from the healthcare establishment, addressed to the director of the care facility;
- in the event of exclusion on the initiative of the care establishment or of the childminder, further to confirmation by the manager of the family day-care;
- in the event of sickness affecting the child, as confirmed by a medical certificate presented upon the return of the child to the facility or at the domicile of the childminder. A waiting period of 3 consecutive days shall be applied, and the tariff deduction shall be effective with effect from the fourth calendar day;
- in the event of leave taken by the parents (c.f. Article 8.2).

No adjustment shall be completed *a posteriori*.

ARTICLE 9: INVOLVEMENT OF PARENTS IN THE LIFE OF THE ESTABLISHMENT

Parental involvement in the daily life of their child within the public facility is essential, and is encouraged throughout the year, in the interests of improving the quality of care provided to the child and providing continuity between family life and the life of the establishment (hence the importance of the handovers made by the parents each morning, and by staff or the childminder each evening).

Crèche council meetings are organized within municipal facilities, on a twice-yearly basis. This body is responsible for consultation, information and debate with respect to organization and daily routine, childcare and educational policies, and projects within facilities.

Meetings organized within each establishment foster a genuine dialogue between families and the staff team at the facility concerned.

Parents' coffee mornings are organized at least once per quarter, based upon different themes associated with the child and their family.

Other celebratory events are organized throughout the year.

ARTICLE 10: PARENTAL AUTHORITY AND PERSONS AUTHORIZED TO COLLECT CHILDREN

ARTICLE 10.1: PARENTAL AUTHORITY

Parental status is appraised with reference to the exercise of parental authority, subject to the presentation of the full certificate of birth.

This status will be examined in conjunction with registration, and is critical for the management of the establishment or for the childminder, in that it establishes who is authorized to collect the child.

In the event of a change in the exercise of parental authority, the party in possession of parental authority shall submit immediate notice to this effect to the management of the establishment or to the childminder, accompanied by supporting documents.

Statutory provisions are reviewed below:

- for married couples: joint exercise of parental authority
- for divorced or legally separated couples: parental authority exercised in common, excepting any legal ruling to the contrary. The judgement handed down by the Family Affairs Judge must be produced
- for unmarried parents: parental authority exercised in common, if both parents have acknowledged their child, either jointly or separately, within one year of its birth (excepting the explicit production of a judgement handed down by the Family Affairs Judge).

ARTICLE 10.2: PERSONS AUTHORIZED TO COLLECT CHILDREN

Only persons exercising parental authority shall be authorized to collect a child.

However, it is strongly recommended, in conjunction with the completion of admission documentation, that parents indicate the name(s) of any person(s) who is (are) liable to collect the child in the course of the year, should the parents be unable to do so.

Written permission to this effect, duly signed by the parent(s), shall be included in the admission documentation, accompanied by a copy of an identity document for the person who is authorized to collect the child.

In the absence of written and signed permission from the parent(s), no child shall, under any circumstances, be collected by a third party.

The child may be collected by a person aged at least 16 years who has been introduced to the management of the establishment, upon presentation of an identity document. The management of the establishment shall be discharged from all liability, by means of a **written permission which shall be signed by the parent(s)**.

If, in their opinion, the handover of a child is liable to endanger the latter, the management of the establishment or the childminder (further to confirmation by the management of the family crèche) may refuse to hand over the child. The competent child welfare services shall be notified accordingly.

ARTICLE 11: GENERAL PROVISIONS

The entry of a child to an establishment shall imply the full and unreserved acceptance of all the terms of care stipulated in the present operating rules.

An original copy of the operating rules, signed by the parents, shall be issued to the latter.

The present document, adopted by the Municipal Council on 11th June 2018, supersedes and replaces previous versions, and shall be **applicable with effect from 1st July 2018.**

The Mayor
President of the Territory of Paris Ouest La Défense

[Signature]

Jacques KOSSOWSKI

[Stamp:
Town Hall of Courbevoie
(Hauts-de-Seine)]

ANNEX 1

Acceptance of the operating rules governing establishments for the care of young children in the Municipality of Courbevoie

NAME AND FORENAME OF THE CHILD:

I, the undersigned, Mr/Mrs
acting in the capacity of:

father of the child

mother of the child

other (please specify)
(1)

We, the undersigned, Mr & Mrs
parents of the child

HEREBY CONFIRM our acknowledgment of the present operating rules governing establishments for the care of young children, and **HEREBY UNDERTAKE** to abide by said rules.

Done in Courbevoie, on

Signature of mother
(2)

Signature of father
(2)

(1): check the relevant box

(2): signature to be preceded by the hand-written reference "read and approved"

ANNEX 2

Permission form for photography and filming

I, the undersigned,
parent or legal guardian of the child (name and forename)

authorize

do not authorize

professionals at a multi-care facility to photograph and film my child, under the conditions provided hereinafter:

1. Scope of authorization

Authorization shall apply to:

- photographs and videos of children.

2. Usage

Photographs and films shall be taken in the strict context of activities within the facility, in the interests of involving parents, through these media, in the everyday activity of the children.

For example:

- End of day-care records
- Photographic displays within the day-care
- Films/slide shows shown during parents' meetings.

3. Distribution

In compliance with image rights, the establishment hereby undertakes to protect any photographs and films which may be recorded.

To this end, the distribution thereof shall be limited:

- to professionals within the facility
- to the parents of children in the facility, who undertake to refrain from any external distribution.

4. Refusal

In the event of refusal, the establishment undertakes not to include the child in photographs, videos or any other media, and to exclude their appearance in any films produced.

By the signature of this contract, I hereby undertake not to distribute, by any means whatsoever, photographs and videos in which other children appear.

Done on/...../.....

Signature of parent or legal guardian

In Courbevoie