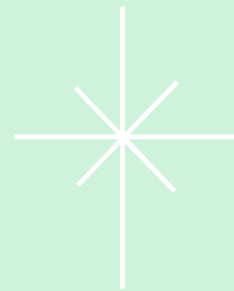
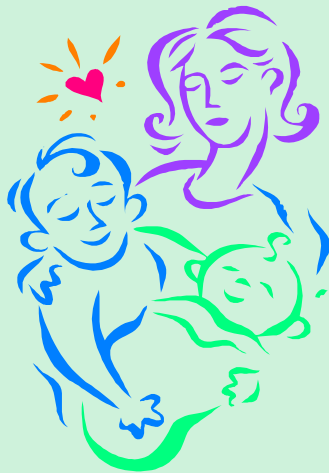


**Employment contract:**  
**reference copy**

***A guide for Parents  
and Childminders***



*This contract is a copy for reference purposes; an employment tribunal is sovereign in the appreciation of such matters.*

**26 November 2012**



## Dear Parents and Childminders,

The purpose of this standard employment contract is to facilitate your working relationship by discussing the expectations of all parties involved. The overriding purpose of this document is to protect the child/children involved and to encourage their learning and development.

If your village has a “Relais Assistants Maternels” office, you are welcome to ask the Coordinator (“Responsable Animatrice”) for help filling in this contract.

A childminder is considered to be an individual who has the legal right to look after one or more children at their home in return for payment.

Childminders’ licences are issued by the Président of the Departmental Council (“Conseil Général”), after an examination by the Mother and Child Protection Service (P.M.I) of their reasons for wanting to work in the field, and the material conditions they provide at home.

Childminders are expected to provide care that is complementary to that given by parents with regard to their child's personal development. It follows that the childminder should be present with the child, be conscientious of the child's development and respectful of parents’ privacy.

Both parents and childminder should aim to develop a working relationship based on trust and mutual respect.

It is of key importance for all parties - and especially the child/children - that all wishes and requirements (such as the child’s particular needs, administrative issues including holidays, salary, working hours, are clearly expressed and discussed. If these issues are not clarified early on and reviewed regularly, they can be the cause of problems later on.

# A child's happiness is everyone's responsibility

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***The parties involved in the contract: this contract is established between***

**On the one hand:**

# **Parents/employers**

**Who exercise equal parental rights regarding their child,**

- **Father:**

Surname: ..... First name:.....  
Address: .....  
.....  
.....  
☎ : ..... ☎ : .....  
email : .....  
Employer's address (optional)  
.....  
☎ : .....

- **Mother:**

Surname: ..... First name: .....  
Address: .....  
.....  
.....  
☎ : ..... ☎ : .....  
email : .....  
Employer's address: (optional)  
.....  
☎ : .....

Employer's identification number:  
URSSAF number:.....  
PAJEMPLOI number:.....

A contract of work is agreed involving the parties named above; this contract conforms with guidelines relating to independent employers (as stated in the "Convention Collective Nationale du particulier employeur").



# Childminder/employee

The parent/employer should give a copy of this agreement to the employee or ensure that the employee has a copy.

## On the other

Surname : ..... First name:.....

Maiden name:.....

### Address and place of work:

.....  
.....

➤ It is agreed that the child is not to use the following rooms:

- .....
- .....
- .....

The childminder undertakes to keep all doors shut to rooms which are out of bounds to the child, so that they remain inaccessible.

### Status: Childminder

☎: .....

📠: .....

email : .....

Social Security number: \_ \_ \_ \_ \_ / \_ \_ .

Date of birth: .....

Place of birth: Country: .....

County/“Département”: .....

Town: .....

### ❖ **Childminder’s licence (valid 5 years)::**

Date awarded by the Conseil Général: .....

Date of last renewal: .....

Concerning the care of: Max. number of children cared for **at the same time:** .....

Day and night  Daytime

Exception granted for up to..... children, valid until.....

**The childminder’s licence must be shown to parents as well as any insurance documents.**



# The child

## Concerning the care of:

**The contract relates to the care of the following child:**

Surname: .....  
First name: .....  
Date of birth: .....

If the employer uses the PAJE scheme (part of the French child benefit agency), salary slips are provided by your PAJEMPLOI centre (one per employee).

If a sibling is also cared for, **a new contract must be drawn up for this child.**

If parental rights are not shared equally by both parents, please clarify this:

- parental authority is exercised by the mother alone: YES – NO
- parental authority is exercised by the father alone: YES – NO

*Parents are obliged to communicate any court rulings relating to changes in the child's care to the childminder.*

**The following ADULT/S is/are permitted to pick up the child from the childminder:**

(with written authorisation from one or both parents):

- Surname:..... First name:.....

Address:


.....  
.....  
.....

 : .....  : .....

- Surname:..... First name:.....

Address:

.....  
.....  
.....

.....  : .....



## ***Legal references:***

The contract is drawn up in respect of the following legal statutes:

- **National Collective Work Agreement for Childminders** employed by private individuals, 1<sup>st</sup> July 2004, applicable 1<sup>st</sup> January 2005
  
- **Social and Family code**
  - Legal articles : ***L 421-13 and the ones following***
  - Regulatory articles: ***R 421-1 and the ones following***
  - Employment code of practice: articles ***L423-1 et L423-2*** specifying the elements of the code which apply to childminders.

***With the above as a reference, each party's obligations and requirements are as follows:***

## ***General requirements:***

Employer's requirements:

- Check the childminder's licence ► Declare the childminder to one of the following social security organisations: URSSAF, MSA or CAF,
- ▶ Check the childminder's insurance (*l'assurance responsabilité civile professionnelle*),
  - ▶ Check the childminder's car insurance (where applicable) and that they are insured to transport children when working,
  - ▶ Complete a written work contract,
  - ▶ Complete a monthly pay slip (unless processed by PAJE),
  - ▶ Declare the childminder's salary on a monthly basis (using the PAJE form) or three-monthly basis (known as DNT),
  - ▶ Inform the childminder of the number of points they are entitled to for professional training (Dif), once per year.

Childminder's requirements:

- ▶ Provide a copy of their childminder's licence and inform the parents of any changes to it or to the conditions of care,
- ▶ Provide a copy of their social security number,
- ▶ Provide a copy of personal and professional liability insurance and a copy of their car insurance,
- ▶ Show the parents around the rooms to be used by the child,
- ▶ Sign a written contract.



## **Article 1: Insurance**

***In accordance with article L421-13 of the Social action and Family Code:***

*“Registered childminders who are employed by private individuals are required to insure themselves for all damages (regardless of their cause) which the children they look after could cause or be hurt by. The childminder’s employers are expected to check that this requirement has been fulfilled before entrusting their child to the childminder’s care. Childminders who are employed by a legal entity, as well as foster carers and replacement childminders are all accorded the same protection in law by their employer.*

**The childminder is expected to take out civil and professional insurance for:**

- accidents, which the child could be victim of at the childminder’s home;
- damages which the child could cause to objects or others at the childminder’s home.

**Parents are expected to check that this requirement is in place before entrusting their child to the childminder’s care.**

Name and address of insurance company:

.....  
.....

Policy reference N°: .....

.....

**The childminder is expected to provide a copy of their insurance policy every year to their employer (appendix 1).**

### **❖ Transport**

If the childminder transports children in their vehicle while they are working, they should obtain the appropriate car insurance to do so. **Their policy should contain specific mention of this, or their insurer can be asked to provide an official letter which specifies this aspect of the childminder’s policy.**

This document can be presented to parents together with proof of civil liability insurance. Please note: parents and the childminder must fill out the transport authorisation form (Appendix 2).





→ **Getting to school**

The childminder does the school run with their own children:

Yes  No  
 By car  or / and on foot

❖ **Pets**

If the childminder has or acquires a **pet**, they must inform the parents, their insurer and the mother and infant protection agency (PMI).

❖ **Jewellery**

If the child wears **jewellery**, the childminder cannot be held liable if it is lost or damaged.

***Article 2: trial period, settling in and terminating the contract***

This must be stipulated in the contract.

- *If the child is cared for 1, 2 or 3 three days per week, the trial period is a maximum of 3 months.*
- *If the child is cared for 4 days or more per week, the trial period is a maximum of 2 months.*

The trial period is: .....months.

During this period, the contract can be terminated by either party.

► ***Organisation of the adjustment period:***

The adjustment period is part of the trial period. The childminder and parents should aim for a gradual adjustment, regardless of the child’s age, so the child can get to know the childminder and cope more easily with the separation.

The ideal adjustment period is approximately 8 to 10 days up to a **maximum of 1 month.**

**Schedule:**

.....  
 .....  
 .....  
 .....



### **Article 3: Childminder's hours / Work schedule**

Parents and childminders are expected to respect the work schedule detailed below. The childminder should be informed of any change to the normal routine or to any days when the child will be absent with as much notice as possible.

Regular childcare

Occasional childcare

Weekly hours: .....per week

#### **Weekly childcare schedule:**

<b>Days</b>	<b>Arrival time</b>	<b>Departure time</b>
Monday	From	To
Tuesday	From	To
Wednesday	From	To
Thursday	From	To
Friday	From	To
Saturday	From	To
Sunday	From	To

*Number of hours per week*

*Or by two-week period:*

#### **Weekly childcare schedule, agreed for 2 weeks:**

<b>Days</b>	<b>Week A</b>		<b>Week B</b>	
	<i>Arrival time</i>	<i>Departure time</i>	<i>Arrival time</i>	<i>Departure time</i>
Monday	From	To		
Tuesday	From	To		
Wednesday	From	To		
Thursday	From	To		
Friday	From	To		
Saturday	From	To		
Sunday	From	To		

*Number of hours per week*

**Care begins when the child arrives at the childminder's and ends when the child leaves the childminder's house after handover.**



**Special arrangements:**

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---

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**! Any change to the childcare schedule must be accompanied by a written amendment to the contract which is dated with a reference number. This must be signed by both parties in the contract (see Appendix 6.1.) and the new childcare schedule must be completed if applicable (Appendix 6.2).**

**Normal childcare hours are 45 hours per week.**

The childcarer is entitled to a minimum of 11 hours off every day.

The childminder is also entitled to a day off every week, preferably Sunday.

Weekly day off: \_\_\_\_\_

Monthly schedule (if applicable): please provide details.

If the parents work irregular hours, specify the notice period:

.....

.....



## **Article 4 : Bank holidays / National holidays**

**1<sup>st</sup> May:** This is a special national holiday in France, and the only bank holiday for which the childminder must be paid if they are asked to work on this date.

If the childminder does work on this date, they are entitled to double pay.

### **Other bank/national holidays:**

*It is not a requirement to pay the childminder for all other national holidays if they do not work on these dates.*

Bank holidays / National holidays on which the childminder is expected to work

- |                                 |                              |                             |
|---------------------------------|------------------------------|-----------------------------|
| ▪ 1 <sup>st</sup> January       | yes <input type="checkbox"/> | no <input type="checkbox"/> |
| ▪ Easter Monday                 | yes <input type="checkbox"/> | no <input type="checkbox"/> |
| ▪ 8 May                         | yes <input type="checkbox"/> | no <input type="checkbox"/> |
| ▪ Ascension Thursday (in May)   | yes <input type="checkbox"/> | no <input type="checkbox"/> |
| ▪ Pentecost/Whitsunday (in May) | yes <input type="checkbox"/> | no <input type="checkbox"/> |
| ▪ 14 July                       | yes <input type="checkbox"/> | no <input type="checkbox"/> |
| ▪ 15 August                     | yes <input type="checkbox"/> | no <input type="checkbox"/> |
| ▪ 1 <sup>er</sup> November      | yes <input type="checkbox"/> | no <input type="checkbox"/> |
| ▪ 11 November                   | yes <input type="checkbox"/> | no <input type="checkbox"/> |
| ▪ 25 December                   | yes <input type="checkbox"/> | no <input type="checkbox"/> |

If the childminder works on a bank holiday as agreed in their contract, there is no additional pay. The childminder can refuse to work any bank holiday not agreed in their contract.



## **Article 5: Holiday pay**

Holidays must be agreed by both parties **by 1<sup>st</sup> March at the latest.**

If the childminder has one single employer, holiday dates should be agreed by them.

If the childminder has several employers, the childminder should say when they want to take their holidays: **up to 4 weeks in summer and one week in winter.**

The childminder is entitled to annual leave in accordance with common law:

The year of reference used to calculate holiday entitlement runs from 1<sup>st</sup> June to 31<sup>st</sup> May of the current calendar year.

↳ Holiday notice period:

.....

↳ Holiday dates:

○ Parents' holiday dates:

\_\_\_\_\_

\_\_\_\_\_

○ Childminder's holiday dates:

\_\_\_\_\_

\_\_\_\_\_

➤ Holiday entitlement:

- the employee earns 2.5 days holiday per 4-week period (consecutive or not) between 1<sup>st</sup> June of one year and 31<sup>st</sup> May of the following year
- holiday entitlement is permitted if the employee has worked for the same employer for at least 10 days. This 10-day period is a minimum requirement. Employees who have worked for fewer than 10 days for their employer are not entitled to any holiday

## **Article 6: Pay**

**Pay rates are agreed by the parents and the childminder.**

**Payslips are provided by:**

- **the PAJE for parents who are registered with this organisation**
- **parents who are registered with the URSSAF**

Registered childminders' pay comprises of:

- A minimum monthly salary for agreed childminding work.
- An allowance for upkeep.
- An allowance for meals and transport, where applicable.



↩ **HOURLY SALARY:**

⇒ \_\_\_\_\_ € net of tax per hour.

⇒ \_\_\_\_\_ € gross of tax per hour.

↩ **MONTHLY SALARY:**

**Normal childcare:**

*All childminding hours are salaried, all hours commenced must be paid pro rata.  
All salaries must be paid monthly.*

**Tick the relevant formula to be used to calculate the monthly salary:**

**The childcarer is employed for a full year** (52 weeks including holiday pay)

**Net monthly salary =**

$$\text{Net hourly salary} \times \text{number of hours worked per week} \times \frac{52 \text{ weeks}}{12}$$

This salary is paid over 12 months, including holidays (according to entitlement)

.....  
 .....  
 .....  
 .....  
 .....  
 .....

**The childcarer is employed only part of the year** (scheduled weeks *not including* childminder's holiday)

**Net monthly salary =**

$$\text{Net hourly salary} \times \text{number of hours worked per week} \times \frac{\text{scheduled weeks}}{12}$$

.....  
 .....  
 .....  
 .....  
 .....

When the childminder is employed **only part of the year**, the salary earned from their holiday entitlement over the previous year (period of reference) should be added to their monthly net salary.



Holiday pay can be allocated at the following times, subject to all parties being in agreement:

- Either once in June
- Either just before the childminder's main holiday
- Either whenever the childminder goes on holiday
- Either as a monthly payment (1/12)

The monthly payment over 12 months can be reviewed on the anniversary of the agreement or during the course of the year, in which case the agreement must be in writing (**Appendix 7**).

**Holiday pay for part-time childminding:**

Hourly net salary x number of hours worked + 10% holiday pay

**↳ Overtime pay rate:**

- ***Overtime conditions:***

Over and above the 46th hour worked, overtime is applied at a rate of :

.....

- ***Overtime conditions for special circumstances:***

Childcare for an infant with special needs, either temporary or permanent, entitles the childcarer to a salary increase of .....

**Date of salary payment:**.....

**↳ Absence from work:**

In the event the childminder is absent: a doctor's certificate should be provided.

In the event the childminder attends compulsory training (by Conseil Général): salary is maintained.

In the event the child is absent: any dates not stated in the contract must be paid for.

***The salary is not paid if:***

- The child is poorly (10 days maximum, not necessarily consecutive)
- The child is poorly or hospitalised for up to 14 days consecutively: beyond this period the parents can decide to terminate the agreement or continue to pay the childminder

In both cases, the parents must provide a medical certificate for their child backdated to the first day when they were absent.

- The childminder is absent for personal reasons

An agreement which both parties find more equitable may be reached before signing the contract.



## **Article 7: Allowances and provisions**

The decree dated 29 May 2006 stipulates that “allowances and provisions for the child who is looked after by the childminder cover:

- Materials and products for sleeping and for the nursery in general, children’s games and activities, excluding nappies which should be provided by the parents, or any costs which the childminder incurs in such matters.
- General utility costs incurred by the childminder.

If the parents provide none of the items indicated above, ***the daily allowance cannot be less than 85% of the agreed minimum.***

This amount is calculated in relation to the amount of care the child receives.

The amount of the daily allowance can be reviewed should the child’s needs change.

**Article 8 of the childcare agreement** relating to the daily allowance stipulates:

“The allowance must be paid every day the child is with the childminder.”

Article 6 of the same agreement defines a childminder’s average working day as 9 hours.

Both parties involved in the contract agree on an allowance of:

⇒ \_\_\_\_\_ € net per day.

## **Article 8: Other allowances**

### **a) Meals:**

A mealtime allowance (for breakfast, lunch, teatime, dinner) is not paid if the parent/employer provides meals.

The cost of the allowance is agreed by both parties taking into account the child’s age.

- ⇒ Breakfast \_\_\_\_\_ €
- ⇒ Lunch \_\_\_\_\_ €
- ⇒ Teatime \_\_\_\_\_ €
- ⇒ Dinner \_\_\_\_\_ €





## b) Travel expenses:

If the childminder is expected to use their car to transport the parents' child (to school, etc), the childminder must be reimbursed for their petrol (according to km travelled).

Travel expenses must not be below or exceed current limits.

*Expenses must be divided equally between all parent employers who request the childminder to use their car.*

⇒ Return journey rate: \_\_\_\_\_ €

## ***Article 10: Training/Personal development***

### ➤ Compulsory training for registered childminders

- ⇒ Legislation dated 27 June 2005 and added to by decree N° 2206-627 of 20 April 2006 concerning training for childminders requires childminders to carry out 123 hours of training, of which 63 are compulsory before they look after their first child.
- ⇒ The remaining quota must be fulfilled in their first two years as a childminder.
- ⇒ The training is provided by the Conseil Général. During training, parent-employers are required to pay the childminder.
- ⇒ It is recommended that parents find a replacement childminder during this period.
- ⇒ The law indicates that the region (*département*) is expected to provide and pay for temporary registered childminders during such training periods.
- ⇒ Parents are invited to ask for further details from their local PMI service or the body responsible for training their childminder.

### ➤ Further training

**Childminders have a right to ongoing professional training, just as all other workers do. Private employers contribute 0.15% of the childminder's salary to a training fund, which is held by the P.A.J.E. or the A.F.E.A.M.A.**

**Public bodies (*FEPEM for parents/employers, CFDT, CFTC, FO, SPAMAF for childminders*) and AGEFOS/PME reached agreements concerning further training on:**

- 21 September and 19 December 2006

These agreements make it possible for employers to accompany the childminder during training. For further information, please contact your local childminder network representative, the FEPEM or AGEFOS.



***Article 11: Emergency / temporary childminders***

**Childminders must never leave a child alone.**

**The PMI must always know where the child is being looked after.**

**In the event of a training day or an emergency, parents give their consent for their child to be looked after temporarily by:**

Drop-in nursery. Address:

.....  
.....  
.....  
.....

Another childminder. Address:

.....  
.....  
.....  
.....

***Article 12: Other special arrangements***

**a) Employer's wishes:**

.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....

**b) Pre/after-school childcare (dropping-off) :**

.....  
.....  
.....  
.....  
.....



.....  
.....

**c) Information for special needs children:**

.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....

**d) Acknowledgement that childminder has a pet/s:**

.....  
.....  
.....  
.....  
.....

**e) Other requirements:**

.....  
.....  
.....  
.....  
.....

***Article 13: Professional and private confidentiality***

According to the article 226-14 of the Penal Code, childminders **are required to respect professional confidentiality** and to observe complete discretion; they should not relate anything to do with the private lives of the children they look after - or their families - to a third party.

Failure to heed this requirement is liable to legal action as stipulated in article 226-13 of the Penal Code and constitutes gross misconduct.

In accordance with article 9 of the Civil Code, the employer is required to respect the privacy of the childminder and their family, and to exercise discretion with regard to the childminder's work.



## *Other agreements and information*

### ➤ **Consent**

- Transport: appendix 2
- Childminder (and child) meetings: appendix 3

### ➤ **Information**

- Medical history and going to hospital (appendices 4 and 5)

### ➤ **Administrative appendices**

- Certificate of Employment: appendix 8
- Proof of termination of contract payment Reçu pour indemnité de rupture (redundancy?): appendices 9.1. and 9.2.
- Preliminary non-binding offer: appendix 10



## *Conclusion*

**The childminder is contracted to begin looking after the child on .....**

**On this date the contract is deemed to become active for an indefinite period (CDI).**

It represents an undertaking by both parties.

↳ Both parties are advised to review the contract at the end of the first year.

- The parents-employers or the childminder can terminate the contract at any time (by registered post, preferably) in line with set notice periods:
  - 15 days if the contract is less than 1 year old
  - 1 month if the contract is more than 1 year old
- A new form of terminating employment is now available: voluntary redundancy.

↳ If the childminder has worked more than one year, a redundancy settlement is paid if the employer terminates the contract, or if it is a voluntary redundancy.

**At the end of the contract, regardless of the reason for its conclusion, the employer must give the childminder:**

- certificate of Employment (See Appendix 8)
- certificate for the Pôle Emploi (Benefits Agency) in duplicate
- settlement for contracts of more than one year's duration (See Appendices 9.1. and 9.2.)

↳ **The Employment Contract should be filled out in duplicate by both parties, initialled on each page and signed:**

Signatures should be preceded by the following sentence: “lu et approuvé” (“read and approved”).

Contract signed at:.....

Date:.....

Employer's signature:

Childminder's signature:

Mr

Mrs/s



# Appendix 1

**Insurance policy to attach here every year:**



# Appendix 2

## Transport

The parent/s authorise   
do not authorise

The childminder or any other **registered** person to transport their child:

By car  By bus

### Conditions of transport:

- ✓ That current safety norms are respected (approved child seats, seatbelts, child safety lock)
- ✓ That the correct insurance is acquired (“*transport d’enfants*”) as part of the childminder’s professional cover (a copy must be shown to the parents):

Name and address of insurer:

.....  
.....

Insurance policy number: .....

## Transport consent

➤ Within the childminder’s village  oui  non

➤ Outside the village  oui  non

In the following villages:.....  
.....

If the parents authorise another **registered** individual other than the childminder to transport their child, please provide their details:

Surname: ..... First name: .....

Address: .....  
.....  
.....

Name and address of their insurer:

.....  
.....

Insurance policy reference number:.....

Parents’/employers’ signature:

Childminder’s signature:

Mr

Mrs/s:



# Appendix 3

## Authorisation to attend childminder (and child) meetings

We the undersigned Mrs/Mr .....

As the parent/s of the following child or children:

.....date of birth:.....

.....date of birth .....

.....date of birth .....

Authorise Mrs/Mr ..... childminder,

To take my child/children to childminder meetings held by:

**The Childminder Centre (RAM) at:** .....

.....

### Photographs & filming:

During these meetings it is possible that your child may be photographed or filmed.  
These photos may be used in local press media for occasional articles about the RAM.

Do you give your consent for this? YES  NO

Signed at .....date .....

Parent's/s' employer's/s' signature

Mr

Mrs





# Appendix 4

## Medical information concerning the child

**This form should be filled out by the parents using the child’s medical book (carnet de santé) for reference.**

The information given here is to be used by the childminder in the event that they call a doctor in an emergency.

Surname: ..... First name: .....

Date of birth: ..... at: .....

In the care of Mrs/s/Mr: ....., childminder.

Details of medication to be administered long-term to the child when they are with the childminder:

.....  
.....  
.....

Allergies (if any):

.....  
.....

Medicines **not to be given** to the child:

.....  
.....

**Compulsory inoculations:** (to update when necessary)

- ✓ DipTet Polio (or Pentacoq: specify which): .....
- 1<sup>st</sup> vaccination: ..... 2nd vaccination: .....
- 3<sup>rd</sup> vaccination: ..... 1<sup>st</sup> booster: .....

**Optional inoculations:**

- ✓ Measles, Mumps, Rubella: .....
- Hepatitis: .....
- ✓ Other: .....

Date: .....

Parent/s’ signature :

Mr

Mrs/s



# Appendix 5

## Authorisation for transport, hospitalisation, medical help or emergency surgery

*In the event of an emergency:*

We the undersigned.....  
Authorise the hospitalisation of our child.....  
Date of birth: .....

At the following hospital: .....

At the following clinic: .....

We authorise the doctor/s to carry out any emergency care deemed necessary.

Signed at:.....  
Date:.....

*Parents' signature:*

*Mr*

*Mrs/s*



# Appendix 6.1.

## Changes to the contract

### Amendment N°.....

❖ **Object of the amendment:**

---

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Pertaining to the subject referred to on page \_\_\_\_\_ of the present contract established on the

Between Mr and Mrs/s \_\_\_\_\_

And Mrs (or Mr) \_\_\_\_\_ registered childminder.

❖ **Details of the amendment as stated in Article N° ..... of the present contract:**

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❖ **Reason for the amendment:**

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❖ **Date to be carried out:** \_\_\_\_\_

❖ **Amendment N°:** \_\_\_\_\_

❖ **Date contract first signed:** \_\_\_\_\_

Parent's/s' signature:

Childminder's signature:

Mr

Mrs/s:



# Appendix 6.2

**Changes to schedules and planning: new weekly childminding schedule:**

Day	Arrival time	Departure time
Monday	From	To
Tuesday	From	To
Wednesday	From	To
Thursday	From	To
Friday	From	To
Saturday	From	To
Sunday	from	To

**Number of hours per week**

**Or**

**Weekly childminding schedule, agreed for 2 weeks:**

Day	Week A		Week B	
	Arrival time	Departure time	Arrival time	Departure time
Monday	From	To		
Tuesday	From	To		
Wednesday	From	To		
Thursday	From	To		
Friday	From	To		
Saturday	From	To		
Sunday	From	To		

**Number of hours per week**

Care begins when the child arrives at the childminder's and ends when the child leaves the childminder's house after handover.

Signed at \_\_\_\_\_ time \_\_\_\_\_

Parents' signature:

Childminder's signature:

Mr:

Mrs/s:



# Appendix 7

## Terms of monthly salary

Between,  
Mrs/s, Mr \_\_\_\_\_ ; Parents,  
And  
Mrs/s, or Mr \_\_\_\_\_ Childminder,  
Concerning the care of \_\_\_\_\_ Date of birth \_\_\_\_\_

### **HOURLY PAY RATE:**

- ⇒ \_\_\_\_\_ € net per hour.
- ⇒ \_\_\_\_\_ € gross per hour.

### **NORMAL MONTHLY SALARY:**

.....  
 .....  
 .....  
 .....  
 .....  
 .....  
 .....

The following items are to be added to the childminder's salary:

- Daily upkeep allowance, \_\_\_\_\_ € per day or hours worked
- Meal allowance, \_\_\_\_\_ € par jour de présence
- Travel expenses, \_\_\_\_\_ € par déplacement

Signed on (date) \_\_\_\_\_ time \_\_\_\_\_

Parent's/s' signature:

Childminder's signature:

Mr:

Mrs/s:



# Appendix 8

## Certificate of employment

We the undersigned:

Mr \_\_\_\_\_

Mrs/s \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Our ref n° URSSAF or PAJEMPLOI \_\_\_\_\_

Certify that Mrs/s or Mr \_\_\_\_\_ was in our employ

as a childminder, from \_\_\_\_\_ to \_\_\_\_\_.

Their Social Security n° \_\_\_\_\_ / \_\_\_\_\_

Mrs/s or Mr \_\_\_\_\_ leaves us and is free of any obligations to us.  
On the strength of which we provide this certificate for their future use and entitlements.

Signed at \_\_\_\_\_ date \_\_\_\_\_.

Parent's/s' employers' signature:

Mr

Mrs/s



# Appendix 9

## Receipt for redundancy settlement following termination of contract by the employer

**The redundancy payment is due to the childminder if they have worked for more than one year and it is the employer who terminates the childminder's contract.  
It also applies where both parties mutually agree to terminate their contract.  
The payment is not forthcoming in the event of negligence by the childminder.**

- ➡ In accordance with current legislation: the childminder is entitled to 1/120<sup>th</sup> of their salary earned:

Total salary earned from looking after employers' child (as of the first day of care):

Redundancy payment: 1/120<sup>th</sup> of total: \_\_\_\_\_

- ➡ **Redundancy payment (in writing)**

\_\_\_\_\_

Paid on the (date) \_\_\_\_\_ to \_\_\_\_\_, Childminder.

Address \_\_\_\_\_

\_\_\_\_\_

Signed at \_\_\_\_\_ in duplicate of which I retain one.

Parent's/s' employer's/s' signature:

Mr

Mrs

Childminder's signature:



# Appendix 10

## Non-binding offer form

Potential employers and employee can agree to make a childcare contract at a later date.

### Details of non-binding offer (Appendix 4 of the Childcarers' Agreement):

Further to today's meeting (date):...../...../.....

Between

Mr or Mrs/s.....

Address:.....

.....

.....

Telephone : .....

Fax: .....

email : .....

And

Mrs/s or Mr, Childminder,.....

Address:.....

.....

.....

Telephone : .....

Fax : .....

email: .....

Concerning the care of (child's name):

.....

It is understood that an offer of work has been extended to the childminder, to be followed up by a signed contract. The work start date is:

...../...../.....

On the following terms:

- Monthly hours: .....
- Salary before tax:.....

***If either party decides not to honour this agreement, they must pay the injured party the equivalent of a half-month's penalty based on the projected number of hours worked.***

Future employer's/s' signature  
(Preceded by the line "Lu et approuvé" ("read and understood"))

Future childminder's signature