

SERVICE AGREEMENT

Service agreement between « Les premiers pas » Daycare and the parent(s) who use the daycare service.

« Les premiers pas » Daycare

Director	: Guillaume Prentki
Address	: 5615 Côte Saint-Luc Road, Montréal (QC) H3X 2C9
Phone No	: (514) 839-2494
E-mail	: garderie.lespremierspas@gmail.com

AND

Name (mother):
Address:
(SIN)
Phone N° (Home):
E-mail:
Name (father):
Address:
(SIN)
Phone N° (Home):
E-mail :
For the care of the following child:
Name: First Name:
Birthdate:
Health Insurance Number:
Daycare entry date for the child:
By which both parties agree on the following :

1) Days/hours of attendance

The days of attendance of your child are the following (select):

Fulltime ()

Approximate arrival time: Approximate departure time:

The parent must establish the most regular possible schedule for arrivals and departures, so that the child can properly locate himself within the day.

2) Operation hours

Operations hours are Monday to Friday from 07h00 to 18h00

2.1) Latest morning arrival time

During the week, the child must reach the daycare by 09h30 latest

2.2) Early departure

If the child must leave the daycare early during the day, the departure must happen before 12h30 or after 14h30, in order not to disturb the rest and regular schedule of the other children at the daycare.

3) Late departure or/and arrival prior to

The parent and child must arrive **after 07h00** and leave the daycare **latest at 18h00**. The parent must plan his arrival to the daycare in order to have time to get the child dressed and ask for a summary of day.

Parents that enter the daycare before 07h00 or pick up their children after 18h00, will be fined 1\$ per minute. The infraction will be notified and signed by the parent. The fine will need to be payed that same day to the educator. If this was to happen frequently, the child may be suspended of daycare services for a period of 3 days, or the agreement may be cancelled.

4) <u>Meals</u>

The daycare Les premiers pas offers a hot and balanced meal as well as two (2) nutritious snacks around 09h15 and 15h00. Children arriving after 9h30 will not receive the first snack. The child must **already have had breakfast** upon arrival. For the children requiring a particular diet, parental help may be required. Meals for young infants are not provided by the daycare service. The parents must bring the meals or the feeding bottles for their infants until they are able to eat the regular day care meals. It is the responsibility of the parent to notify the daycare administration if their child has any allergies, and a doctor's note is required.

5) Extra fees

Extra fees may be demanded for organisation of specific activities for the children (fieldtrips, shows, diverse activities...). The parents may choose to make their child participate or not.

6) Admission period

Les premiers pas Daycare grants itself 4 weeks of attendance to make a final decision on the acceptance of a child. This period enables the educators to see any problems and to possibly refer the child to suitable care.

7) Emergency authorization

Upon signature of this agreement, I authorize Les premiers pas Daycare to take any emergency measures regarding the health of my child. I agree to pay all relative costs to the evacuation of my child (taxi, ambulance etc...)

8) Authorization to go outside of the daycare

Upon signature of this agreement, I authorize my child to participate in field trips outside the daycare (like the park for example)

9) Vacation and holidays

Paid holidays (these days must be paid for by parents who have a child attending the daycare) are listed below, according to the law. The daycare will be closed on these days:

- New Years Day (January 1st)
- Easter (March)
- Victoria Day (May)
- Jean-Baptist Day (June 24th)
- Canada Day (July 1st)
- Labour Day (September)
- Thanksgiving (October)
- Christmas Day (December 25th)

10) <u>Termination of the agreement by the parent(s)</u>

As stipulated by consumer protection laws, if the contract is terminated before the agreed start date, the service provider (in this case, Les "premiers pas" Daycare) may not impose any fees or penalty on the parent. In the event that a contract is terminated by the parent after the child has begun attending the daycare, then the daycare will be entitled to a sum not exceeding the total value of services rendered (i.e. days spent at the daycare) since the beginning of the contract.

Any parent wishing to remove their child from the daycare must notify the administration at least 2 (two) weeks in advance of the planned date of departure. Without such notice, the daycare reserves the right to be remunerated for these two weeks even if the child has been removed from the day care earlier.

11) <u>Termination by the daycare</u>

If a child has severe problems related to discipline or adapting to the daycare environment, the daycare administrators will discuss with parents all means of helping the child more appropriately (for example, seeking professional assistance or special education). If the situation has not improved, after consulting with parents the administration may request parents to remove their child from the daycare. In such cases the protocol to be followed is described below.

For any child who beings attending the daycare, daycare administrators and staff will observe the child for a period of 4 (four) weeks to determine if the child is responding well to the daycare environment. If for any reason the administration or staff feels that the child is unable to adapt, the following protocol has been outlined:

- A) The administration will set-up an initial meeting with the parent to discuss the issue in detail and develop a plan of action. A written notice regarding the situation will be given to the parent.
- B) Following the initial meeting with the parent, administrators and staff will once again observe the child for another 2 (two) weeks. There will be another meeting with parents to assess the progress of the child. If the situation has been resolved or the child is well adapted in the daycare, a report will be written and provided to the parents. If not, a second notice will be given to the parents.
- C) Following the second notice, if the situation improves the child will be allowed to remain at the daycare with only a note in his file.
- D) If the situation still has not improved to the detriment of other children, the administration will have no option but to issue a notice to the parent to remove their child from the daycare at a specified date.

In cases where the initial 4-week period has passed and unacceptable or unmanageable behavior arises thereafter, the above mentioned protocol will be followed (starting from B).

Unacceptable Behaviours :

We have listed here examples of unacceptable behavior. This is not an exhaustive list.

- Physical aggressiveness: hitting, shoving, etc.
- Verbal aggressiveness: abusive or hateful language
- Neglecting safety and rules: throwing items which may hurt other children, disobeying daycare staff, running away or leaving the group without permission, etc.
- Vandalism: damaging or breaking toys or daycare property

After having met with parents (and specialists if necessary), a plan of intervention will be developed to guide daycare staff and teachers in their daily activities. All relevant parties will refer to this plan to assess the progress of the child and to determine what steps remain to be taken to achieve the planned objectives.

The administration will provide parents with at least 2 (two) weeks notice in writing regarding termination of contracts

12) Tax receipt

The Direction produces tax receipts before the 28th of February of each year.

13) Modification of this service agreement

Any modification of the present agreement will be made by an additional clause.

14) Cancellation

The present agreement cancels and replaces any other agreement between both parties

15) Delay for the payment

Three delays for the payment of the fees are enough to break the present agreement. It would be preferable to notify the Direction of any delay concerning payment. A 5\$ fee per late day will be charged. If the payment by check was to bounce, the check holder must pay all banking fees.

16) Daycare fee and payment

No admission fee will be charged. The days of attendance as defined on page 2 must be paid for even if a modification in attendance happens (for example : going from 5 to 4 days, 5 days will be charged).

16.1) Fees From Monday to Friday: Group of children above 18 months Infant Group

49.00\$/dav 49.00\$/day

16.2) Payment modalities

We strongly suggest pre-authorized payments. The daycare fees are payable by check to « 9267-5537 QUEBEC INC. », with cash or by Interac. One week of daycare must be payed beforehand. It is possible to pay several weeks in advance. Each day of delayed payment will see an extra 5\$ delay fee being charged. Please see the payment calendar for further information.

17) Concerning clothes

For the well-being of the children as well as the smooth running of the daycare, parents will provide clothes adapted to the seasons, and additional clothes to change.

18) Illness policy

The parents (or tutors) of a child must not bring him when the child presents signs of fever, skin rash, diarrhea or vomiting. If the symptoms were to appear during the day, the staff or Direction will contact the parents (or tutors) who will be asked to come pick up the child. The child will be readmitted only after a minimum of 24h past the last signs of any symptom. It is highly recommended for the child to see a doctor. If the parent or tutor cannot be reached, the staff or Direction will take all possible measures to make sure the child receives a good primary care. Depending on the gravity of the situation. transport of the child will be done by taxi or ambulance, at the parents' cost.

19) Authorization for picking up children

The list of people authorized to come pick up the child are written on the registration form. However, you must inform the Direction of any change, for security reasons.

20) Duration of the agreement

The present agreement has the following duration:

From

to

It will be renewed at the end of the agreement. In case one of the two (2) parties would not want to renew the agreement, it must notify the other party at least two (2) weeks before the term of the agreement.

THE PARTIES HAVE SIGNED IN MONTREAL, dated: (Each page of the agreement must be signed by both parties)

The parent(s) attest:

- Readily becoming aware of each article of the present service agreement, being given all necessary information and accepting its content
- Readily becoming aware of the present service agreement
- Readily becoming aware of the daycare fees
- Having read the rules and regulation of the daycare

Signature of the mother

Signature of the father

Guillaume Prentki, Director « Les premiers pas » Daycare

SUMMARY OF IMPORTANT POINTS

1- Arrival before or departure after operation hours: fee of 1\$ per minute, to be paid directly to the educator the same day (art.3)

2- End of the snack and arrival latest at 9h30, except exceptions like a doctor's appointment (art2.1 and 4)

3- Two (2) weeks of prior notice (Art. 10)

4- Payment:

The payments must be done either on a monthly basis (last business day), or every second week (as shown in the calendar attached) Method of payment: Check, Interac, Cash We recommend pre-authorized payments in order to avoid delays (5\$ per day non-negotiable, starting the Tuesday)

A mailbox will be installed outside the office to put in the checks if the Direction staff is not present.

I attest having readily become aware of the points 1 through 4.

Read and approved

.....

.....

Signature of the mother

Signature of the other parent