

Educator Contract / Agreement

14423160 Canada Foundation

Agency Legal Name	14423160 Canada Foundation	Effective Date	
Agency Address		Initial Term Start	
Educator Legal Name		Initial Term End	
Program Address		ECE Certification Level	
Phone / Email		Agency Representative	James Methot

1. Parties and Purpose

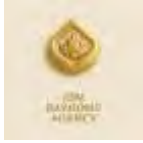
This Educator Contract / Agreement (the “Agreement”) is made between 14423160 Canada Foundation (the “Agency”), a licensed family day home agency operating in Alberta, and the undersigned family day home educator (the “Educator”). The purpose of this Agreement is to set out the terms under which the Educator is approved by and operates under contract with the Agency to provide licensed family day home child care from the Educator’s residence or other approved private residence in Alberta.

2. Governing Framework

This Agreement must be interpreted and performed in a manner consistent with the following, as amended from time to time:

- the Early Learning and Child Care Act (Alberta);
- the Early Learning and Child Care Regulation (Alberta);
- the Family Day Home Standards Manual for Alberta;
- all directives, policies, standards, notices, corrective action requirements, and reporting obligations issued by the Statutory Director, a child care licensing officer, or any other competent authority; and
- all Agency policies, procedures, parent handbook terms, safety requirements, forms, and operational directives that are not inconsistent with Alberta law.

Where there is any conflict between this Agreement and applicable legislation or mandatory standards, the legislation or mandatory standards prevail, and this Agreement will be read as modified to the minimum extent necessary for compliance.



3. Nature of Relationship

The Educator operates a family day home program under contract with the Agency and is not independently licensed by the Government of Alberta. Unless otherwise required by law or expressly stated in a written schedule to this Agreement, the Educator is an independent contractor and is responsible for the Educator's own income tax, CPP, EI, GST, bookkeeping, business licences, and other statutory remittances. Nothing in this Agreement creates a partnership, joint venture, or employment relationship.

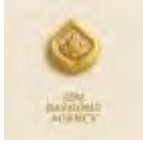
4. Conditions of Approval

The Educator may not provide care under this Agreement until all Agency onboarding and Alberta approval requirements are satisfied, including, at minimum:

- verification of valid identity and legal authority to work in Canada, where applicable;
- proof of the minimum required Early Childhood Educator certification or proof of eligibility and completion within the period permitted by Alberta requirements;
- criminal record and vulnerable sector checks and any other background checks required by law or the Agency for the Educator and any other adult persons in the home, as applicable;
- current first aid training meeting Alberta child care requirements;
- completion of all mandatory orientation, policy review, and program plan requirements;
- successful home assessment, safety inspection, and any corrective items required by the Agency or licensing authority;
- proof of insurance required under this Agreement; and
- any additional documents listed in Schedule A.

5. Term

This Agreement starts on the Effective Date and continues until the Initial Term End date stated above, unless earlier suspended or terminated under this Agreement. Thereafter, it renews automatically for successive one-year terms unless either party gives at least 30 days' written notice of non-renewal, subject always to the Educator maintaining ongoing approval, legal eligibility, certification, insurance, and compliance.



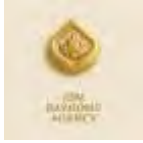
6. Educator Core Obligations

The Educator must, at all times during the term:

- provide care only from the approved program location and only during approved operating hours unless the Agency gives prior written approval for a change;
- comply with child capacity, age, supervision, and ratio requirements applicable to Alberta family day home programs;
- ensure each child is actively supervised and cared for in a manner consistent with Alberta standards, including during indoor play, outdoor play, transportation, walks, field trips, meals, toileting, and rest periods;
- maintain a current written program plan and daily practice that supports children’s well-being, development, inclusion, respectful interactions, and appropriate guidance of behaviour;
- maintain the home, equipment, toys, furnishings, and outdoor areas in a safe, sanitary, hazard-free, and developmentally appropriate condition;
- follow all required procedures for hand hygiene, food safety, sanitation, diapering, toileting, sleep practices, emergency preparedness, incident response, medication handling, and illness exclusion;
- use only positive and lawful child guidance practices and never use corporal punishment, harsh discipline, humiliation, deprivation, or any prohibited form of discipline;
- keep complete, accurate, and timely child, attendance, medication, incident, emergency, injury, allergy, evacuation, and operational records in the form required by the Agency or Alberta law;
- cooperate fully with all announced and unannounced home visits, inspections, monitoring, coaching, file reviews, investigations, and corrective actions;
- promptly disclose to the Agency any event, allegation, charge, order, inspection issue, injury, illness outbreak, complaint, household change, address change, insurance issue, or other circumstance that may affect licensing, safety, or program quality; and
- comply with all parent documentation, consent, fee, and registration processes required by the Agency, including any Childcare Licensing Portal or provincial registration obligations handled through the Agency.

7. Child Capacity and Admissions

The Educator may only provide care within the child capacity and age range permitted by Alberta law and approved by the Agency for the specific home. The Educator must not admit, receive, or care for any child in excess of the maximum number permitted, and must not accept any placement that the Educator cannot safely support having regard to the child’s age, developmental needs, health needs,



supervision needs, and the needs of other children in care. All enrolments and placements are subject to Agency approval and documentation requirements.

8. Program Location and Household Changes

The Educator must not relocate the program, renovate material areas used for child care, add or remove regular household occupants, permit any new adult to reside in or regularly access the home, acquire pets that may affect program risk, or make any change that could affect approval or safety without prior written notice to and approval by the Agency. The Educator is responsible for ensuring the approved areas of the home remain available and suitable for child care at all times during operating hours.

9. Health, Safety, Emergency, and Sleep Practices

The Educator must implement and maintain written and practical procedures covering emergency response, fire evacuation, shelter-in-place, lockdown or intrusion response, severe weather response, missing child response, injury and illness response, parent notification, and emergency medical care. Infants and sleeping children must be supervised in accordance with Alberta standards, and no child may be placed in an unsafe sleep environment. Medication may only be administered, stored, documented, and consented to in accordance with Alberta requirements and Agency policy.

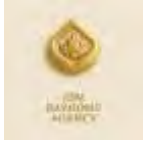
10. Transportation and Off-Site Activities

The Educator may transport children or conduct field trips only where permitted by Agency policy and only after all required parental consents, vehicle documentation, insurance confirmations, seat and restraint requirements, emergency information, staff-to-child supervision needs, and destination safety checks are completed. The Agency may prohibit transportation or off-site activities at its discretion based on safety, compliance history, or insurance requirements.

11. Agency Responsibilities

The Agency will, subject to law and available resources:

- maintain a valid Alberta family day home agency licence during the term;
- recruit, approve, orient, monitor, and support the Educator as required by Alberta law and standards;
- conduct regular home visits, file reviews, and compliance monitoring, including unannounced visits where permitted or required;
- provide the Educator with applicable policies, forms, operational guidance, and notice of material compliance updates;



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- support parent placements, fee administration, subsidy or affordability processes, and record submissions to the extent adopted by the Agency's operating model;
 - document concerns, coaching, corrective action plans, and approvals in the Agency record;
 - report incidents, complaints, and compliance matters as required by Alberta law; and
 - exercise oversight in the best interests of child safety, legal compliance, and program quality.

12. Records, Privacy, and Confidentiality

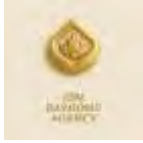
The Educator must create, maintain, store, and transmit all child, family, and program records securely and confidentially. The Educator must comply with all privacy obligations applicable to personal information handled in the operation of the program. The Educator must not disclose confidential information about a child, parent, family, household, Agency process, Agency records, or another educator except as required for program operations, mandatory reporting, licensing, law enforcement, or with lawful consent. On request or on termination, all originals and copies of Agency and child care records must be returned to the Agency or dealt with as the Agency directs, subject to legal retention requirements.

13. Fees, Remittances, and Financial Terms

The financial relationship between the Agency and the Educator, including parent fees, educator remittances, administrative deductions, grants, deposits, NSF charges, late fees, collection authority, and reimbursement rules, will be as set out in Schedule B or in a separate written compensation schedule signed by both parties. Unless expressly stated otherwise, the Agency may collect parent fees on behalf of the Educator, deduct approved amounts owing to the Agency, and remit the net amount according to Agency policy. No fee or funding arrangement authorizes the Educator to operate outside Alberta law or Agency approval.

14. Insurance and Risk Allocation

The Educator must maintain, at the Educator's expense, insurance in the type and minimum limits required by the Agency, including commercial general liability or an equivalent home day home liability policy acceptable to the Agency, with coverage for bodily injury, property damage, and personal injury arising from child care operations. The Educator must also maintain any required automobile insurance before transporting children. Proof of coverage must be provided before approval and upon each renewal. The Educator is responsible for any deductible, uninsured loss, or excluded claim arising from the Educator's operations or breach of this Agreement.



15. Reporting and Duty to Notify

The Educator must notify the Agency immediately, and in any event no later than the timelines required by law or Agency policy, of any serious injury, serious illness, incident, allegation, complaint, missing child, emergency services attendance, hospitalization, communicable disease concern, medication error, household criminal charge, child intervention concern, abuse allegation, police attendance, insurance cancellation, licensing inquiry, or any other event that could affect a child's health, safety, welfare, or the Educator's suitability or compliance. Where immediate reporting to emergency services, child intervention, public health, police, or the licensing authority is legally required, the Educator must make the report without delay and then inform the Agency as soon as possible.

16. Home Visits, Monitoring, and Corrective Action

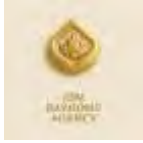
The Educator acknowledges that the Agency is legally required to monitor the home and the program. The Educator therefore authorizes the Agency and, where legally entitled, Alberta licensing officials to enter the approved premises during operating hours and at other reasonable times for inspections, reviews, monitoring, file checks, investigations, interviews, and follow-up. Where the Agency identifies a deficiency, the Educator must comply with any verbal direction, written corrective action plan, deadline, temporary restriction, training requirement, or suspension condition imposed by the Agency or the licensing authority.

17. Suspension

The Agency may suspend placements, admissions, fee remittances, transportation privileges, off-site activities, or all child care operations under this Agreement immediately where the Agency reasonably believes that:

- child health or safety may be at risk;
- the Educator is non-compliant with law, standards, or Agency policy;
- required insurance, certification, first aid, criminal record documentation, or approvals have lapsed;
- the home or household circumstances have materially changed;
- a serious complaint, incident, or investigation is pending; or
- the Agency is directed or advised by a licensing officer or competent authority to do so.

During a suspension, the Agency may remove or reassign children, require corrective steps, withhold new placements, and impose conditions for reinstatement. Suspension does not waive any Agency right to terminate this Agreement.



18. Termination

Either party may terminate this Agreement without cause on 30 days' written notice, subject to safe transition planning for enrolled children. The Agency may terminate this Agreement immediately on written notice if:

- the Educator loses approval, certification, first aid qualification, legal eligibility, or required insurance;
- the Educator exceeds child capacity or otherwise commits a serious or repeated compliance breach;
- the Agency reasonably believes immediate termination is required to protect children, families, the Agency licence, or legal compliance;
- the Educator fails to complete corrective action within the required time;
- the Educator falsifies records or withholds material information;
- there is theft, fraud, abuse, neglect, violence, prohibited discipline, or serious misconduct;
- the Educator becomes insolvent, ceases operations, or abandons the program; or
- the Agency licence is suspended, cancelled, or otherwise no longer permits the arrangement to continue.

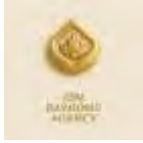
On termination, the Educator must immediately stop representing that the program operates under the Agency, stop using Agency forms, branding, or logos, cooperate in transition of children and records, settle any final financial reconciliation, and return all Agency property.

19. Indemnity

To the fullest extent permitted by law, the Educator will indemnify and hold harmless the Agency and its directors, officers, employees, consultants, and agents from and against all claims, damages, losses, penalties, fines, liabilities, costs, and expenses arising from the Educator's operations, negligence, willful misconduct, breach of this Agreement, breach of law, or failure to maintain required approvals or insurance, except to the extent caused by the gross negligence or willful misconduct of the Agency.

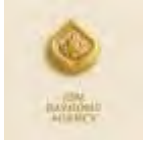
20. Dispute Resolution

The parties will first attempt to resolve disputes through good faith discussions between the Educator and the Agency representative. If unresolved, the matter may be escalated to senior management of the Agency. Nothing in this section limits the Agency's right to take immediate action for child safety, legal compliance, collections, injunction, or protection of the Agency licence.



21. General

- This Agreement is governed by the laws of Alberta and the federal laws of Canada applicable in Alberta.
- Any notice under this Agreement must be in writing and delivered personally, by email, or by another method acknowledged by the receiving party.
- The Educator may not assign this Agreement or subcontract child care obligations without the prior written consent of the Agency.
- If any provision is unenforceable, the remainder of the Agreement continues in force.
- This Agreement, together with its schedules and incorporated Agency policies, is the entire agreement between the parties on this subject and supersedes prior discussions or representations.
- No amendment is effective unless in writing and signed by both parties, except that the Agency may update operational policies where required for legal compliance or safe operation, provided notice is given to the Educator.
- Time is of the essence wherever a deadline is stated in this Agreement or in a corrective action plan.



22. Signatures

The parties have executed this Agreement as of the Effective Date.

14423160 CANADA FOUNDATION		EDUCATOR	
Name		Name	
<i>James Methot</i>		<i>Preeti Sharma</i>	
Title		Date	
<i>Owner</i>			
Signature		Signature	
<i>James Methot</i>			
Witness Signature (optional)		Witness Signature (optional)	
Witness Name		Witness Name	
Date		Date	