

CANADA

C O U R S U P É R I E U R E

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PROVINCE DE QUÉBEC  
DISTRICT DE LONGUEUIL  
Localité de Longueuil

N° : 505-06-000023-205

STÉPHANIE BERNARD

et

PIERRE-ANDRÉ FOURNIER

Requérants

c.

COLLÈGE CHARLES-LEMOYNE DE  
LONGUEUIL INC. et al.

Intimées

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DEMANDE POUR PERMISSION DE PRODUIRE UNE PREUVE APPROPRIÉE<sup>1</sup>  
(ART. 574 C.P.C.)

ÉCOLES REPRÉSENTÉES PAR LE CABINET STIKEMAN ELLIOTT S.E.N.C.R.L.,  
S.R.L. <sup>2</sup> (LES « ÉCOLES »)

À L'HONORABLE JUGE PIERRE-C. GAGNON, J.C.S., JUGE DÉSIGNÉ EN  
L'INSTANCE, SIÉGEANT EN CHAMBRE DES ACTIONS COLLECTIVES, DANS ET  
POUR LE DISTRICT DE LONGUEUIL, LES ÉCOLES EXPOSENT CE QUI SUIT :

I. INTRODUCTION

1. Les Écoles sollicitent l'autorisation de produire une preuve appropriée en prévision de l'audition de la Demande en autorisation d'exercer une action collective (la « **Demande en autorisation** »);
2. Les Écoles proposent de produire une déclaration assermentée signée par chacune d'elles ainsi que les pièces à leur soutien (les « **Déclarations des Écoles** »), le tout communiqué à l'**Annexe A** de la présente demande;

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<sup>1</sup> Les Écoles sont des entités juridiques distinctes et indépendantes les unes des autres. La présente Demande est formulée conjointement et aux seules fins d'éviter la duplication de procédures et simplifier le déroulement de l'instance.

<sup>2</sup> Les Écoles représentées par Stikeman Elliott S.E.N.C.R.L., s.r.l., sont Akiva School, United Talmud Torah of Montréal Inc., Beth Jacob School, Hebrew Foundation School, Hebrew Academy, JPPS – Bialik, École Maïmonide, Solomon Schechter Academy, et Yéshiva Yavné Academy.

3. Pour rendre jugement sur la Demande en autorisation, cette Cour devra déterminer, après une analyse des allégations de faits palpables de la Demande en autorisation et de la preuve au dossier, si chacun des critères prévus à l'art. 575 C.p.c. sont rencontrés.
4. C'est dans ce contexte que les Écoles désirent présenter une preuve appropriée, afin de permettre au tribunal, en toute connaissance de cause, de vérifier si les conditions requises par l'art. 575 C.p.c. sont satisfaites, dont notamment celles prévues aux alinéas (1) et (2);

## **II. LA NATURE DE L'ACTION COLLECTIVE ENTREPRISE**

5. Le 6 juillet 2020, les Requérants, parents d'enfants fréquentant l'Académie internationale Charles-Lemoyne, ont déposé la Demande en autorisation à l'encontre des Intimées, lesquelles sont des établissements d'enseignement privé aux niveaux préscolaire, primaire et secondaire, au bénéfice des membres décrits au paragraphe 3 de la Demande en autorisation.
6. Les Requérants allèguent qu'en raison de l'état d'urgence sanitaire afférent à la pandémie de Covid-19 et des ordonnances de fermeture des Écoles imposées par le Gouvernement du Québec, les Intimées n'auraient pas exécuté adéquatement leurs obligations contractuelles, dont la dispensation de l'enseignement, tel qu'il appert de la Demande en autorisation.
7. En fonction des allégations de la Demande en autorisation, les Requérants recherchent, à l'encontre de chacune des Intimées, les conclusions plus amplement énoncées au paragraphe 60 de la Demande en autorisation;

## **III. LA PREUVE APPROPRIÉE**

8. Les Écoles sollicitent l'autorisation de produire au dossier de la Cour une déclaration assermentée par un représentant de chacune d'elles concernant les éléments suivants, tel qu'il appert desdites déclarations et des pièces à leur soutien, Annexe A :

- a) Une brève présentation de chacune des Écoles et des services qu'elles offrent;
  - b) Le cadre contractuel de chacune des Écoles pour l'année 2019-2020; et
  - c) Une brève présentation des mesures mises en œuvre par chacune des Écoles en réponse à l'état d'urgence sanitaire et aux ordonnances de fermeture des Écoles par le Gouvernement du Québec et des diverses consignes ministérielles qui ont suivi;
9. Les Écoles soumettent que la preuve appropriée qu'elles désirent présenter est hautement pertinente dans le cadre de l'analyse par cette Cour des critères de l'article 575 C.p.c., surtout ceux des alinéas 575(1) et 575(2) C.p.c.;
  10. Également, la preuve appropriée dont les Écoles sollicitent la production permettra de rectifier ou compléter certaines allégations de la Demande en autorisation, tout en offrant à la Cour le bénéfice d'un portrait plus juste et complet des faits et circonstances en litige pour l'examen des critères de l'article 575 C.p.c.;
  11. Par exemple, la preuve appropriée, Annexe A, pourra notamment éclairer la Cour quant à la relation contractuelle entre les membres du groupe proposé et les Écoles, illustrant les différences entre les Intimées quant aux obligations contractuelles qui sont au cœur du présent litige;

### **CONCLUSION**

12. En sus d'être pertinente et utile, la preuve appropriée dont les Écoles sollicitent la production respecte les exigences des articles 9, 18 et 19 C.p.c.;
13. Il est dans l'intérêt des parties et de la justice que la preuve appropriée dont les Écoles sollicitent la production soit versée au dossier de la Cour et soit considérée dans le cadre de l'examen des critères de l'article 575 C.p.c. lors du débat d'autorisation;
14. La présente demande est bien fondée en faits et en droit.

**POUR CES MOTIFS, PLAISE À LA COUR :**

**ACCUEILLIR** la présente Demande pour permission de produire une preuve appropriée des Écoles;

**AUTORISER** les Écoles à produire au dossier de la Cour leurs déclarations assermentées et les pièces à leur soutien, **Annexe A** ;

**FRAIS À SUIVRE.**

Montréal, le 12 janvier 2021

*STIKEMAN ELLIOTT S.E.N.C.R.L., s.r.l.*

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**STIKEMAN ELLIOTT S.E.N.C.R.L., S.R.L.**  
Avocats des Intimées Akiva School, United  
Talmud Torah of Montréal Inc., Beth Jacob  
School, Hebrew Foundation School, Hebrew  
Academy, JPPS – Bialik, École Maïmonide,  
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## AVIS DE PRÉSENTATION

### DESTINATAIRES :

**Champlain Avocats**  
Avocats des Requérants

Me Jérémie John Martin  
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Me Sébastien A. Paquette  
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**Langlois Avocats, S.E.N.C.R.L.**

Avocats des Intimées Collège Charles-Lemoyne de Longueuil Inc., Académie chrétienne Rive-Nord Inc., Académie des Sacrés-Cœurs, Académie François-Labelle, Académie Lavalloise, Académie Louis-Pasteur, Académie Marie-Laurier Inc., Académie Michèle-Provost Inc., L'Académie Sainte-Thérèse Inc., Centre académique Fournier Inc., Collège Beaubois, Collège Boisbriand 2016, Collège Charlemagne Inc., Collège Citoyen, Collège d'Anjou Inc., Collège de Montréal, Collège Durocher Saint-Lambert, Le Collège Français Primaire Inc., Collège Héritage de Châteauguay Inc., Le Collège Français (1965) Inc., Collège international Marie de France, Collège Jacques-Prévert, La Corporation du Collège Jean-de-Brébeuf, Collège Jean-Eudes Inc., Collège Laval, Collège Letendre, Collège de Mont-Royal, Le Collège Mont-Saint-Louis, association coopérative, Collège Notre-Dame, Collège Notre-Dame-de-Lourdes, École Pasteur S.S.B.L., Collège Reine-Marie, Collège Sainte-Anne, Collège Sainte-Marcelline, Collège Saint-Hilaire Inc., Collège Saint-Paul, Collège Saint-Sacrement, Collège Saint-Jean-Vianney, Collège Trinité, Collège Ville-Marie, École Armen-Québec de l'Union générale arménienne de bienfaisance, École Augustin Roscelli, École Charles Perreault (Laval), École Charles Perreault (Pierrefonds), Institut d'enseignement Dar Al Iman, École primaire JMC Inc., Association Le savoir, École Le Sommet, École Les Trois Saisons Inc., École Marie-Clarac, École Montessori de Laval (9208-6511 Québec Inc.), École Montessori International

Montréal Inc., École Notre-Dame de Nareg, École Sainte-Anne, École Saint-Joseph (1985) Inc., École secondaire Duval Inc., Montréal Mosque, École Vision Terrebonne 2007, École trilingue Vision Varennes, École Vanguard Québec Limitée, ÉDU2, Externat Mont-Jésus-Marie, Externat Sacré-Cœur, L'école arménienne Sourp Hagop, L'école des Premières Lettres, Pensionnant du Saint-nom-de-Marie, Pensionnat Notre-Dame-des-Anges, Villa-Maria, Villa Sainte-Marcelline, École au Jardin Bleu, Académie culturelle de Laval, Académie Marie-Claire, Collège Régina Assumptia (1995), Communauté Hellénique du Grand Montréal, Académie Kuper inc., Académie St-Margaret inc., Centre François Michelle, École Lucien Guilbault inc., Académie Juillet S.A., Centre académie de Lanaudière, Centre d'intégration scolaire inc., École Marie-Gibeau inc., et Église adventiste du septième jour – Fédération du Québec.

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**Morency, société d'avocats,  
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**EI-Masri Avocat Inc.**  
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pour filles, École communautaire Belz,  
Séminaire Bnot Jérusalem, et École

**LPC Avocat Inc.**  
Avocats des Intimées École Beth Rivkah  
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**Me Marie-Andrée Mallette, avocate**  
Avocate de l'Intimée École la Nouvelle  
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**Cabinet McMillan, S.E.N.C.R.L.**  
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Me Laurence Bich-Carrière  
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**Borden Ladner Gervais S.e.n.c.r.l.**  
Avocats des Intimées Alexander Von  
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Allemande inc., L'Académie Centennial,  
Société des Religieuses de Notre-Dame  
de Sion, École Chrétienne Emmanuel,  
Lower Canada College, École  
Secondaire Loyola, École Miss Edgar et  
Miss Cramp, The Priory School inc.,  
L'École St-Georges de Montréal inc.,  
Selwyn House Association, L'École  
Sacré-Cœur de Montréal, The Study  
Corporation, Collège Trafalgar pour filles,  
et Collège de l'Ouest de l'Île inc.

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Me Laurence Ste-Marie  
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**Heller et associés**  
Avocats de l'Intimée Académie Kells

Me Michael Heller  
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**Mercadante Dipace**  
Avocate des Intimées Académie Étoile du  
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**Me Normand Pépin**

Avocat de l'Intimée École Ali Ibn Abi  
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**PRENEZ AVIS** que la présente Demande pour permission de produire une preuve appropriée sera présentée pour adjudication devant l'honorable Pierre-C. Gagnon, J.C.S., à une date, heure et salle à être déterminées, au Palais de justice de Longueuil, situé au 1111, Boulevard Jacques-Cartier Est, Longueuil (Québec) J4M 2J6.

**VEUILLEZ AGIR EN CONSÉQUENCE.**

Montréal, le 12 janvier 2021

*STIKEMAN ELLIOTT S.E.N.C.R.L., s.r.l.*

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## ANNEXE A - DESCRIPTION DES DÉCLARATIONS ASSERMENTÉES DES ÉCOLES

<b>1</b>	Déclaration assermentée de Suzana Rajic, Akiva School, avec Pièce R-1: Copie du contrat de services éducatifs primaire 2019-2020.
<b>2</b>	Déclaration assermentée de Chaim Shoop, Beth Jacob School, avec Pièce R-1 (en liasse): Copies des contrats de services éducatifs primaire et secondaire 2019-2020.
<b>3</b>	Déclaration assermentée de Laurence Fhima, École Maïmonide, avec Pièce R-1 (en liasse): Copies des contrats de services éducatifs primaire et secondaire 2019-2020.
<b>4</b>	Déclaration assermentée de Laura Segall, Hebrew Academy, avec Pièce R-1: Copie du contrat de services éducatifs primaire et secondaire 2019-2020.
<b>5</b>	Déclaration assermentée de Boris Gorbatyuk, Hebrew Foundation School, avec Pièce R-1: Copie du contrat de services éducatifs primaire 2019-2020.
<b>6</b>	Déclaration assermentée d'Avi Satov, JPPS – Bialik, avec Pièce R-1 (en liasse): Copies des contrats de services éducatifs primaire et secondaire 2019-2020.
<b>7</b>	Déclaration assermentée de Marnie Stein, JPPS – Bialik, avec Pièce R-1 (en liasse): Copies des contrats de services éducatifs primaire et secondaire 2019-2020.
<b>8</b>	Déclaration assermentée de Steven Erdelyi, Solomon Schechter Academy, avec Pièce R-1: Copie du contrat de services éducatifs primaire 2019-2020.
<b>9</b>	Déclaration assermentée de Michelle Toledano, United Talmud Torah of Montréal Inc., avec Pièce R-1 (en liasse): Copie des contrats de services éducatifs primaire et secondaire 2019-2020.

<b>10</b>	Déclaration assermentée de Samuel Mellul, Yéshiva Yavné Academy, avec Pièce R-1 (en liasse): Copies des contrats de services éducatifs primaire et secondaire 2019-2020.
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CANADA  
Province of Quebec  
District of Longueuil

SUPERIOR COURT  
(Class actions)

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N° 505-06-000023-205

STÉPHANIE BERNIER

AND

PIERRE-ANDRÉ FOURNIER

Plaintiffs

-VS.-

COLLÈGE CHARLES-LEMOYNE DE  
LONGUEUIL INC. ET AL

Defendants

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AFFIDAVIT OF SUZANA RAJIC

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1. I am the Assistant Head of School-Operations of Akiva School, located at 450, avenue Kensington, Westmount, Québec (hereinafter the "**School**"), which is a private school in Montreal and a non-profit organization within the definition of the *Act Respecting Private Education* (R.S.Q., c. E-9.1);
2. As appears from the educational services contract (for primary level) for the school year 2019-2020, a copy of which is communicated herewith as **Exhibit R-1** (the "**Contract**"), which is signed by parents for each student attending the School, the School undertakes to provide its students with educational services at the primary level, in accordance with the education program set by the *Ministère de l'Éducation du Québec* (the "**MEQ**") for the school year in question;
3. Moreover, as appears from the Contract, the School offers its students Jewish studies, which form part of the academic curriculum offered by the School for the year;

4. The curriculum for the Jewish studies segment is not regulated by the MEQ and is left up to the entire discretion of the School, to be determined by the School for each grade for the upcoming school year;
5. As appears from the Contract, the fees to be paid by the parents to the School for the upcoming school year are essentially divided as follows :
  - i. Tuition fees;
  - ii. Fees for Jewish studies;
  - iii. Miscellaneous mandatory fees, such as registration fees and contribution to the parent association;
  - iv. Optional fees, such as daily hot lunch, after school supervision and for lunch/after school activities;
6. In the context of providing the students with the curriculum imposed by the MEQ for the upcoming school year for their respective grades, the School offers a program which is fluid, flexible and adaptive, and involves a mix of in person teaching, homework, various creative learning projects (to be done in groups or individually) and interactive technological learning tools and activities;
7. The program offered by the School is not "set in stone" for any given day, but fluid and flexible to adapt to the students (individually and/or as a group) or unforeseen events, and to make sure the curriculum required by the MEQ is properly deployed and reviewed by the students over the school year;
8. Throughout the school year, the teachers periodically evaluate the students in different ways, to make sure that by the end of the school year, they have reviewed the curriculum required by the MEQ and are qualified to graduate to the next grade, in accordance with the standards set by the MEQ;

9. On March 13, 2020, in response to the COVID-19 pandemic and by order in council 177-2020, the Government of Quebec issued an immediate closure order for all schools in Quebec;
10. The School (as all other schools in Quebec) was therefore not allowed to receive its students "in person";
11. In effect, the closure order issued by the Government of Quebec lasted until the end of the school year;
12. The School immediately undertook the necessary steps to implement online schooling for all of its students;
13. To do so required the staff to quickly reorganize its typical methodology to make sure that the students had access to the necessary school materials online and were able to attend interactive daily online classes;
14. A daily schedule was elaborated for each grade and communicated to the students and parents;
15. An online platform via which the students would have access to the necessary school materials for their online classes and communicate with the teachers was set up and refreshed daily or sometimes multiple times a day;
16. The School management would regularly discuss with the teachers to make sure the students were actively participating to the online classes and that their progression was adequately monitored in the circumstances;
17. In its communications with the schools after the March 13, 2020 order in council, the MEQ advised as follows :
  - i. Encouraging schools to transition to online schooling;
  - ii. The schools were asked to review their respective academic curriculums to make sure that (i) the topics already taught earlier in the year were

- reinforced with the students; and (ii) they focused on the essential subject matters, namely (as specifically identified by the MEQ) languages, mathematics, history and science);
- iii. As of March 30, 2020, the MEQ would make academic materials available for all students in Quebec, via the internet or Tele-Quebec;
  - iv. The government exams were cancelled for the current school year;
  - v. The decision to have a child graduate to the next grade would be based upon the professional judgment of the teachers;
  - vi. The end of year report card would reflect pass or fail grades for the different subject matters;
  - vii. The school year would not be extended beyond June 2020;
18. Within the MEQ guidelines mentioned above, the School set up daily classes via an online video platform for its students;
  19. The online platform permitted the teachers to interact with the students regularly and make sure they had, in these exceptional circumstances, all the necessary materials and support;
  20. From March to June 2020 (the "**Covid Period**"), the School was therefore able to provide the students with the required curriculum, in accordance with the guidelines issued by the MEQ within that period of time, as well as to provide the students, on a weekly basis, with Jewish studies;
  21. In spite of the multiple, exceptional and novel challenges faced by the School as a result of the COVID-19 pandemic, the transition to online learning, within such a short period of time and for the duration of the Covid Period, required the School to pivot quickly, elaborate strategies with the teaching staff, train the teaching staff in respect of and set up the required technological infrastructure to make sure online classes were accessible, efficient and that the students could

easily access the required academic materials online (in addition to the unforeseen expenses associated with this quick and important transition);

22. Throughout the Covid Period, the School would regularly communicate with parents via newsletters or other means informing and updating them as to the measures put in place regarding the curriculum and online schooling;
23. The School did reimburse the parents the unused portion of the optional fees (mentioned above) for the school year 2019-2020;
24. For the 2019-2020 school year, 34 students benefited from a subsidy or financial aid from the School or a community program in average of \$8,528 per student;
25. All the facts alleged in this affidavit are true.

AFFIRMED BEFORE ME at the City of  
Montreal, in the Province of Quebec, this  
11th day of January, 2021.

 #167833

Commissioner for taking oaths  
for the Province of Quebec

  
Suzana Rajic

**PIÈCE R-1**



**EDUCATIONAL SERVICES CONTRACT  
FOR THE 2019-2020 SCHOOL YEAR  
PRIMARY LEVEL**

**BETWEEN:** ÉCOLE AKIVA, a corporation duly constituted, being a private school within the definition of an *Act Respecting Private Education* (R.S.Q., c. E-9.1), and having its principal office at 450 Kensington Avenue, Westmount, Quebec, H3Y 3A2.

(hereinafter referred to as the “**School**”)

**AND:**

(Name of mother or father or guardian)

(hereinafter collectively referred to as “**Parent**”)

Responsible Parent for:

(hereinafter referred to as the “**Student**”)

Residing at

**Terms and Conditions:**

1. The School undertakes to provide the Student with educational services at the primary level in accordance with the rules and regulations for general studies as set by the Minister of Education, Recreation and Sports. The official languages of instruction are English and French and the school year begins on August 26, 2019 and ends on June 23, 2020.
2. **The School will provide to students, whose parents have so requested, Jewish studies which is an integral part of the School’s educational project.**
3. The School undertakes to provide the Parent, before the beginning of the school year, with: (i) a copy of this Contract; (ii) a copy of the rules and regulations of the School (which can be found in the School’s annual Handbook); (iii) the school calendar, including the special activities; and (iv) the names of the teachers for the Student.
4. The Parent agrees to remit to the School the fees outlined in this Contract and within the delays herein set forth. The Parent/Guardian also agrees to ensure that both the Parent and the Student respect the rules and regulations of the School.
5. The Parent undertakes to participate in the School’s fundraising and other activities organized by the school.

6. The Parent shall follow recommendations made by the School with respect to the Student's pedagogical and psychological needs, including with respect to integrating students coming from a different school.
7. The School may refuse the admission or re-admission of a Student who fails to respect, or whose Parent fails to respect, the terms and conditions of this Contract. The School may also refuse to admit or re-admit any student who does no longer meet the School's admission criteria.

**8. Financial Conditions:**

**8.1 COMPULSORY FEES:**

Registration Fees	\$200
Secular School Fees	\$3,500
Contribution to the Akiva Parents Association	\$ 36
<b>TOTAL</b>	<b>\$3,736</b>

**8.2 JEWISH STUDIES (check off if the service is requested)**

Registration to Jewish Studies \$9,000

**8.3 OPTIONAL FEES**

Contribution to the Building Fund \$ 900

The following programs are offered at additional cost. Registration takes place as of August and throughout the year:

- Daily Hot lunch program
- After school supervision from Monday to Thursday until 5:30pm
- Lunch and after school activities

**8.4 METHOD OF PAYMENT :**

Please check off the method of payment chosen:

One payment by cheque payable on or before August 30, 2019.

Two equal payments by cheque payable on or before August 30, 2019 and January 30, 2020.

10 equal installments payable by automatic bank withdrawal on the 30th of each month between August 2019 and May 2020.

Please use my void cheque already on file for the pre-authorized payments

Please find attached a void cheque to be used for the pre-authorized payments

9. This Contract is subject to the following dispositions of the *Private Education Act*:

**70.** No Institution may require payment from a client before performance of its obligation has begun, except for the payment of an admission or enrolment fee not in excess of the amount determined in accordance with the regulations of the Minister.

No institution may require payment of the client's obligation, or balance thereof if admission or enrolment fees have been paid, in less than two reasonably equal installments. The dates on which the installments become due must be fixed in such a way that they fall approximately at the beginning of each half of the duration, calculated in months, lessons or credits, of the educational services for which the student is enrolled.

**71.** The client may, at any time and at his discretion, cancel the contract by giving notice to that effect by registered mail. The contract shall be cancelled by operation of law from the receipt of the notice.

**72.** If the client cancels the contract before the provision of services has begun, the institution cannot demand compensation in excess of the amount obtained by subtracting the admission or enrolment fees from the lesser of the following two amounts: the maximum amount determined in accordance with the regulations of the Ministry, and an amount representing not more than one tenth of the total price agreed upon for the services.

**73.** If the client cancels the contract after the provision of services has begun, the institution may demand only the following amounts from the client:

1. the price of the services provided calculated in months, lessons, or credits as specified in the contract;
2. as penalty, the amount obtained by subtracting the admission or enrolment fees from the lesser of the following two amounts: the maximum amount determined in accordance with the regulations of the Minister, and an amount representing not more than one tenth of the total price agreed upon for the services.

**74.** In the ten days following the cancellation of the contract, the institution must return to the client the amounts it has received in excess of those to which it is entitled.

**75.** The client may demand that the contract be annulled if he becomes aware that the student was admitted to the educational services concerned in contravention of the provisions governing admission to those services.”

**10. Medical Authorization:**

- 10.1 In the case of an illness or accident affecting the Student, and where the Parent is not available to furnish consent, the Parent hereby authorizes the School to engage such medical treatment as may be deemed necessary.
  - 10.2 In the case the Student has an allergy, the Parent has the obligation to respect the protocol of handling allergies established by the School.
  - 10.3 In the case the Student has a chronic disease, the Parent has the obligation to give the School an intervention plan for medical urgencies signed by a doctor.
  - 10.4 The Parent has the obligation to inform the School of any allergies or chronic diseases that arise during the school year.
11. The Parent authorizes the Student to participate in all outings and/or field trips organized by the School.
12. The School undertakes not to assign or sell this Contract.
13. This Contract shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.
14. The parties acknowledge that they have requested that this Contract and all ancillary documents be drawn up in the English language only. *Les parties reconnaissent avoir exigé que ce contrat ainsi que tous les documents y afférents soient rédigés en anglais seulement.*

**Agreed to and signed :**

	Parent #1	Parent #2
City:		
Date:		
Parent's Name:		
Parent's Signature:		
<b>School Administration:</b>		
Date Received:		
School Administration Signature:		

CANADA  
Province of Quebec  
District of Longueuil

S U P E R I O R C O U R T  
( C l a s s a c t i o n s )

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N° 505-06-000023-205

STÉPHANIE BERNIER

AND

PIERRE-ANDRÉ FOURNIER

Plaintiffs

-VS.-

COLLÈGE CHARLES-LEMOYNE DE  
LONGUEUIL INC. ET AL

Defendants

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AFFIDAVIT OF CHAIM SHOOP

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1. I am the Chair of the Board of Directors of Beth Jacob School, 1750, avenue Glendale, Outremont, Québec, H2V 1B3 (hereinafter the “**School**”), which is a private school in Montreal and a non-profit organization within the definition of the *Act Respecting Private Education* (R.S.Q., c. E-9.1);
2. As appears from the educational services contract (for primary and high school levels) for the school year 2019-2020, a copy of which is communicated herewith as **Exhibit R-1** (the “**Contract**”), which is signed by parents for each student attending the School, the School undertakes to provide its students with educational services at the primary and high school levels, in accordance with the education program set by the *Ministère de l'Éducation du Québec* (the “**MEQ**”) for the school year in question;

3. Moreover, as appears from the Contract, the School offers its students Jewish studies, which form part of the academic curriculum offered by the School for the year;
4. The curriculum for the Jewish studies segment is not regulated by the MEQ and is left up to the entire discretion of the School, to be determined by the School for each grade for the upcoming school year;
5. As appears from the Contract, the fees to be paid by the parents to the School for the upcoming school year are essentially divided as follows :
  - i. Tuition fees;
  - ii. Fees for Jewish studies;
  - iii. Miscellaneous fees such as registration, student welfare, school supplies;
  - iv. Optional fees, such as daily hot lunch, after school supervision and for lunch/after school activities;
6. In the context of providing the students with the curriculum imposed by the MEQ for the upcoming school year for their respective grades, the School offers a program which is fluid, flexible and adaptive, and involves a mix of in person teaching, homework, various creative learning projects (to be done in groups or individually) and interactive technological learning tools and activities;
7. The program offered by the School is not “set in stone” for any given day, but fluid and flexible to adapt to the students (individually and/or as a group) or unforeseen events, and to make sure the curriculum required by the MEQ is properly deployed and reviewed by the students over the school year;
8. Throughout the school year, the teachers periodically evaluate the students in different ways, to make sure that by the end of the school year, they have

reviewed the curriculum required by the MEQ and are qualified to graduate to the next grade, in accordance with the standards set by the MEQ;

9. On March 13, 2020, in response to the COVID-19 pandemic and by order in council 177-2020, the Government of Quebec issued an immediate closure order for all schools in Quebec;
10. The School (as all other schools in Quebec) was therefore not allowed to receive its students “in person”;
11. In effect, the closure order issued by the Government of Quebec lasted until the end of the school year;
12. The School immediately undertook the necessary steps to implement online schooling for all of its students;
13. To do so required the staff to quickly reorganize its typical methodology to make sure that the students were able to attend interactive daily classes via telephone;
14. A daily schedule was elaborated for each grade and communicated to the students and parents;
15. The School management would regularly discuss with the teachers to make sure the students were actively participating to the telephone classes and that their progression was adequately monitored in the circumstances;
16. In its communications with the schools after the March 13, 2020 order in council, the MEQ advised as follows :
  - i. Encouraging schools to transition to online schooling;
  - ii. The schools were asked to review their respective academic curriculums to make sure that (i) the topics already taught earlier in the year were reinforced with the students; and (ii) they focused on the essential subject


matters, namely (as specifically identified by the MEQ) languages, mathematics, history and science);

- iii. As of March 30, 2020, the MEQ would make academic materials available for all students in Quebec, via the internet or Tele-Quebec;
  - iv. The government exams were cancelled for the current school year;
  - v. The decision to have a child graduate to the next grade would be based upon the professional judgment of the teachers;
  - vi. The end of year report card would reflect pass or fail grades for the different subject matters;
  - vii. The school year would not be extended beyond June 2020;
17. Within the MEQ guidelines mentioned above, the School set up daily classes for its students, which permitted the teachers to interact with the students regularly and make sure they had, in these exceptional circumstances, all the necessary materials and support;
18. From March to June 2020 (the “**Covid Period**”), the School was therefore able to provide the students with the required curriculum, in accordance with the guidelines issued by the MEQ within that period of time, as well as to provide the students, on a weekly basis, with Jewish studies;
19. In spite of the multiple, exceptional and novel challenges faced by the School as a result of the COVID-19 pandemic, the transition to online learning, within such a short period of time and for the duration of the Covid Period, required the School to pivot quickly, elaborate strategies with the teaching staff, train the teaching staff in respect of and set up the required infrastructure to make sure the curriculum was accessible for the students at a distance (in addition to the unforeseen expenses associated with this quick and important transition);



20. Throughout the Covid Period, the School would regularly communicate with parents via newsletters or other means informing and updating them as to the measures put in place regarding the curriculum and schooling;
21. As the School does not charge the optional fees (mentioned above) in advance, it did not have to reimburse to parents any “unused” portion of said fees for the school year 2019-2020;
22. For the 2019-2020 school year, 305 students benefited from a subsidy or financial aid from the School or a community program in average of \$7,210 per student;
23. All the facts alleged in this affidavit are true.

AFFIRMED BEFORE ME at the City of  
Montreal, in the Province of Quebec, this  
11th day of January, 2021.

  
\_\_\_\_\_  
Commissioner for taking oaths  
for Province of Quebec

  
\_\_\_\_\_  
Chaim Shoop

**PIÈCE R-1**  
**(en liasse)**

**2019-2020 ELEMENTARY**  
**EDUCATIONAL SERVICE CONTRACT**  
**BETH JACOB DE RAV HIRSCHPRUNG SCHOOL**  
**(School Code: 188501)**

**BETWEEN:** A corporation duly constituted, being a private school, within the definition of the Loi sur l'enseignement privé (1992 L.Q. c.68) and having its principal office at: 1750 Glendale Ave. Outremont, Québec. H2V 1B3

**BETH JACOB DE RAV HIRSCHPRUNG SCHOOL**  
(Hereinafter indicated by "School")

**AND:** \_\_\_\_\_  
(Hereinafter indicated by "Parent/Guardian"):

\_\_\_\_\_  
(Hereinafter indicated by "Student")

Residing at: \_\_\_\_\_

\_\_\_\_\_  
(Address)

**TERMS AND CONDITIONS:**

1. The school is committed to provide to the Student, educational services at the **Elementary** level in accordance with the rules and regulations for the general studies as set by the Ministère de l'Éducation et de l'Enseignement supérieur du Québec. Judaic studies as requested by the parent(s) are an integral part of our program. The language of instruction is English.
2. The Parent/Guardian shall remit to the School the fees outlined in this contract for the services provided to the Student.
3. **School regulations:**
  - a) The Parent/Guardian acknowledges being made aware of the rules and regulations of the School and agrees that the Student shall be subject to them. The Parent/Guardian acknowledges having received a copy of these rules and regulations.
  - b) Any child seeking admission to BETH JACOB DE RAV HIRSCHPRUNG SCHOOL must be Jewish according to Halachic standards or integrally involved in an Orthodox conversion. In the latter case, admission will be conditional on the timely completion of a Va'ad Ha'ir conversion process.

- c) Parents shall meet all financial obligations presented in this contract and participate in fundraising activities organized by the school.
- d) Parents shall follow the recommendations of the school with regard to educational or psychological support that may be required for the child.
- e) Where deemed appropriate by the school Administration, parents of a transfer student must follow the recommendations of the school with regard to additional preparation and support in order to facilitate the student's integration into the school.
- f) At its discretion, BETH JACOB DE RAV HIRSCHPRUNG SCHOOL may refuse admission or re-admission in the event that any of the above criteria are not met by either parent or student.
- g) At its discretion, BETH JACOB DE RAV HIRSCHPRUNG SCHOOL may refuse admission or re-admission to a student where it is ascertained that the student does not meet the academic, behavioral or religious standards of the school, as determined by the Educational Administration.

**4. Financial Conditions:**

**a) Compulsory Fees:**

Registration Fee:	\$ 115.00
Educational services fees for Elementary ( <b>Grades 1– 3</b> ):	\$ 1 820.00
Educational services fees for Elementary ( <b>Grades 4– 6</b> ):	\$ 2060.00
Book fees:	\$ 185. 00
Student Welfare:	\$ 200.00

**b) Fees for Judaic studies:**

**Please tick (✓) in order to indicate that you have chosen this service**

Registration to Judaic Studies ( <b>Grades 1-3</b> ):	\$ 7280.00
Registration to Judaic Studies ( <b>Grades 4-6</b> ):	\$ 8240.00

**5. School year:** The school year begins on August 26, 2019 and ends on June 23, 2020.

**6. Copy of Contract:** The Parent/Guardian acknowledges having received a copy of this contract prior to receiving the educational services for the school year **2019-2020**.

**7. Private Education Act:** The present contract is subject to the following dispositions of the Private Education Act: Articles 70, 71, 72, 73, 74, 75.

- Article 70: No institution may require payment from a client before performance of its obligation has begun, except for the payment of an admission or enrollment fee not in excess of the amount determined in accordance with the regulations of the Minister.

No institution may require payment of the client's obligation, or balance thereof if admission or enrollment fees have been paid, in less than two reasonably equal installments. The dates on which the installments become due must be fixed in such a way that they fall approximately at the beginning of each half of the duration, calculated in months, lessons or credits, of the educational services for which the student is enrolled.

- Article 71: The client may, at any time and at his discretion, cancel the contract by giving notice to that effect by registered mail. The contract shall be cancelled by operation of law from the receipt of the notice.

- Article 72: If the client cancels the contract before provision of services has begun, the institution cannot demand compensation in excess of the amount obtained by subtracting the admission or enrollment fees from the lesser of the following two amounts: the maximum amount determined in accordance with the regulations of the Minister, and an amount representing not more than one tenth of the total price agreed upon for the services.

- Article 73: If the client cancels the contract after the provision of services has begun, the institution may demand only the following amounts from the client:

- (1) the price of the services provided calculated in months, lessons, or credits as specified in the contract;
- (2) as penalty, the amount obtained by subtracting the admission or enrollment fees from the lesser of the following two amounts: the maximum amount determined in accordance with the regulations of the Minister, and an amount representing not more than one tenth of the total price agreed upon for the services.

- Article 74: In the ten days following the cancellation of the contract, the institution must return to the client the amounts it has received in excess of those to which it is entitled.

- Article 75: The client may demand that the contract be annulled if he becomes aware that the student was admitted to the educational services concerned in contravention of the provisions governing admission to those services.

#### **8. Medical Authorization:**

- a) In case of illness or accident affecting my child and I am not available to furnish my consent, I authorize BETH JACOB DE RAV HIRSCHPRUNG SCHOOL to engage such medical treatment as may be deemed necessary.
- b) In the case of an allergy, it is my responsibility to adhere to the Allergies Management Protocol of the school.

- c) In the case of a medical condition, I will provide an Emergency Medical Action Plan, co-signed, by a doctor.
- d) It is my responsibility to inform the school of allergies and/or medical conditions that arise during the school year.

9. I allow my child to participate in all outings and/or field trips organized by BETH JACOB DE RAV HIRSCHPRUNG SCHOOL.

10. Les parties aux présentes ont demandé que ce contrat soit rédigé dans la langue anglaise. The parties hereto have requested that the present contract be drafted in the English language.

11. **Final disposition**: This educational institution will not yield or sell the present contract.

AGREED TO AND SIGNED ON THIS \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Parent/Guardian:

\_\_\_\_\_

Signature



School:

\_\_\_\_\_

Signature of President

**2019-2020 SECONDARY (HIGH SCHOOL)  
EDUCATIONAL SERVICE CONTRACT  
BETH JACOB DE RAV HIRSCHPRUNG SCHOOL  
(School Code: 188501)**

**BETWEEN:** A corporation duly constituted, being a private school, within the definition of the Loi sur l'enseignement privé (1992 L.Q. c.68) and having its principal office at: 1750 Glendale Ave. Outremont, Québec. H2V 1B3

**BETH JACOB DE RAV HIRSCHPRUNG SCHOOL**  
(Hereinafter indicated by "School")

**AND:** \_\_\_\_\_  
(Hereinafter indicated by "Parent/Guardian"):

\_\_\_\_\_  
(Hereinafter indicated by "Student")

Residing at: \_\_\_\_\_

\_\_\_\_\_  
(Address)

**TERMS AND CONDITIONS:**

1. The school is committed to provide to the Student, educational services at the **SECONDARY** level in accordance with the rules and regulations for the general studies as set by the Ministère de l'Éducation et de l'Enseignement supérieur du Québec. Judaic studies as requested by the parent(s) are an integral part of our program. The language of instruction is English.
2. The Parent/Guardian shall remit to the School the fees outlined in this contract for the services provided to the Student.
3. **School regulations:**
  - a) The Parent/Guardian acknowledges being made aware of the rules and regulations of the School and agrees that the Student shall be subject to them. The Parent/Guardian acknowledges having received a copy of these rules and regulations.
  - b) Any child seeking admission to BETH JACOB DE RAV HIRSCHPRUNG SCHOOL must be Jewish according to Halachic standards or integrally involved in an Orthodox conversion. In the latter case, admission will be conditional on the timely completion of a Va'ad Ha'ir conversion process.

- c) Parents shall meet all financial obligations presented in this contract and participate in fundraising activities organized by the school.
- d) Parents shall follow the recommendations of the school with regard to educational or psychological support that may be required for the child.
- e) Where deemed appropriate by the school Administration, parents of a transfer student must follow the recommendations of the school with regard to additional preparation and support in order to facilitate the student's integration into the school.
- f) At its discretion, BETH JACOB DE RAV HIRSCHPRUNG SCHOOL may refuse admission or re-admission in the event that any of the above criteria are not met by either parent or student.
- g) At its discretion, BETH JACOB DE RAV HIRSCHPRUNG SCHOOL may refuse admission or re-admission to a student where it is ascertained that the student does not meet the academic, behavioral or religious standards of the school, as determined by the Educational Administration.

**4. Financial Conditions:**

**a) Compulsory Fees:**

Registration Fee:	\$ 115.00
Educational services fees for Secondary ( <b>Grades 7– 11</b> ):	\$ 2 260.00
Book fees:	\$ 185. 00
Consumables:	\$ 200.00

**b) Fees for Judaic studies:**

**Please tick (✓) in order to indicate that you have chosen this service**

Registration to Judaic Studies **Secondary (Grades 7-11):** \$ 9040.00

- 5. **School year:** The school year begins on August 26, 2019 and ends on June 23, 2020.
- 6. **Copy of Contract:** The Parent/Guardian acknowledges having received a copy of this contract prior to receiving the educational services for the school year **2019-2020**.
- 7. **Private Education Act:** The present contract is subject to the following dispositions of the Private Education Act: Articles 70, 71, 72, 73, 74, 75.

*- Article 70: No institution may require payment from a client before performance of its obligation has begun, except for the payment of an admission or enrollment fee not in excess of the amount determined in accordance with the regulations of the Minister.*



*No institution may require payment of the client's obligation, or balance thereof if admission or enrollment fees have been paid, in less than two reasonably equal installments. The dates on which the installments become due must be fixed in such a way that they fall approximately at the beginning of each half of the duration, calculated in months, lessons or credits, of the educational services for which the student is enrolled.*

*- Article 71: The client may, at any time and at his discretion, cancel the contract by giving notice to that effect by registered mail. The contract shall be cancelled by operation of law from the receipt of the notice.*

*- Article 72: If the client cancels the contract before provision of services has begun, the institution cannot demand compensation in excess of the amount obtained by subtracting the admission or enrollment fees from the lesser of the following two amounts: the maximum amount determined in accordance with the regulations of the Minister, and an amount representing not more than one tenth of the total price agreed upon for the services.*

*- Article 73: If the client cancels the contract after the provision of services has begun, the institution may demand only the following amounts from the client:*

*(1) the price of the services provided calculated in months, lessons, or credits as specified in the contract;*

*(2) as penalty, the amount obtained by subtracting the admission or enrollment fees from the lesser of the following two amounts: the maximum amount determined in accordance with the regulations of the Minister, and an amount representing not more than one tenth of the total price agreed upon for the services.*

*- Article 74: In the ten days following the cancellation of the contract, the institution must return to the client the amounts it has received in excess of those to which it is entitled.*

*- Article 75: The client may demand that the contract be annulled if he becomes aware that the student was admitted to the educational services concerned in contravention of the provisions governing admission to those services.*

## **8. Medical Authorization:**

- a) In case of illness or accident affecting my child and I am not available to furnish my consent, I authorize BETH JACOB DE RAV HIRSCHPRUNG SCHOOL to engage such medical treatment as may be deemed necessary.
- b) In the case of an allergy, it is my responsibility to adhere to the Allergies Management Protocol of the school.
- c) In the case of a medical condition, I will provide an Emergency Medical Action Plan, co-signed, by a doctor.
- d) It is my responsibility to inform the school of allergies and/or medical conditions that arise during the school year.

9. I allow my child to participate in all outings and/or field trips organized by BETH JACOB DE RAV HIRSCHPRUNG SCHOOL.
10. Les parties aux présentes ont demandé que ce contrat soit rédigé dans la langue anglaise.  
The parties hereto have requested that the present contract be drafted in the English language.
11. **Final disposition**: This educational institution will not yield or sell the present contract.

AGREED TO AND SIGNED ON THIS \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Parent/Guardian:

\_\_\_\_\_

Signature

A handwritten signature in black ink, consisting of a large, sweeping initial letter followed by a vertical stroke and a small horizontal tick.

School:

\_\_\_\_\_

Signature of President

CANADA  
Province of Quebec  
District of Longueuil

S U P E R I O R C O U R T  
( C l a s s a c t i o n s )

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N° 505-06-000023-205

STÉPHANIE BERNIER

AND

PIERRE-ANDRÉ FOURNIER

Plaintiffs

-VS.-

COLLÈGE CHARLES-LEMOYNE DE  
LONGUEUIL INC. ET AL

Defendants

---

AFFIDAVIT OF LAURENCE FHIMA

---

1. I am the Executive Director of École Maïmonide, 1900 rue Bourdon, Montréal, Québec, H4M 2X7 (hereinafter the "**School**"), which is a private school in Montreal and a non-profit organization within the definition of the *Act Respecting Private Education* (R.S.Q., c. E-9.1);
2. As appears from the educational services contracts (for primary and high school levels) for the school year 2019-2020, a copy of which is communicated herewith as **Exhibit R-1** (the "**Contract**"), which is signed by parents for each student attending the School, the School undertakes to provide its students with educational services at the primary and high school levels, in accordance with the education program set by the *Ministère de l'Éducation du Québec* (the "**MEQ**") for the school year in question;

3. Moreover, as appears from the Contract, the School offers its students Jewish studies, which form part of the academic curriculum offered by the School for the year;
4. The curriculum for the Jewish studies segment is not regulated by the MEQ and is left up to the entire discretion of the School, to be determined by the School for each grade for the upcoming school year;
5. As appears from the Contract, the fees to be paid by the parents to the School for the upcoming school year are essentially divided as follows :
  - i. Tuition fees;
  - ii. Fees for Jewish studies;
  - iii. Miscellaneous fees for example for registration, various school funds (technology, building, security) and contribution to the parent association;
  - iv. Optional fees, such as daily hot lunch, after school supervision and for lunch/after school activities;
6. In the context of providing the students with the curriculum imposed by the MEQ for the upcoming school year for their respective grades, the School offers a program which is fluid, flexible and adaptive, and involves a mix of in person teaching, homework, various creative learning projects (to be done in groups or individually) and interactive technological learning tools and activities;
7. The program offered by the School is not "set in stone" for any given day, but fluid and flexible to adapt to the students (individually and/or as a group) or unforeseen events, and to make sure the curriculum required by the MEQ is properly deployed and reviewed by the students over the school year;
8. Throughout the school year, the teachers periodically evaluate the students in different ways, to make sure that by the end of the school year, they have

reviewed the curriculum required by the MEQ and are qualified to graduate to the next grade, in accordance with the standards set by the MEQ;

9. On March 13, 2020, in response to the COVID-19 pandemic and by order in council 177-2020, the Government of Quebec issued an immediate closure order for all schools in Quebec;
10. The School (as all other schools in Quebec) was therefore not allowed to receive its students “in person”;
11. In effect, the closure order issued by the Government of Quebec lasted until the end of the school year;
12. The School immediately undertook the necessary steps to implement online schooling for all of its students;
13. To do so required the staff to quickly reorganize its typical methodology to make sure that the students had access to the necessary school materials online and were able to attend interactive daily online classes;
14. A daily schedule was elaborated for each grade and communicated to the students and parents;
15. An online platform via which the students would have access to the necessary school materials for their online classes and communicate with the teachers was set up and refreshed daily or sometimes multiple times a day;
16. The School management would regularly discuss with the teachers to make sure the students were actively participating to the online classes and that their progression was adequately monitored in the circumstances;
17. In its communications with the schools after the March 13, 2020 order in council, the MEQ advised as follows :
  - i. Encouraging schools to transition to online schooling;

- ii. The schools were asked to review their respective academic curriculums to make sure that (i) the topics already taught earlier in the year were reinforced with the students; and (ii) they focused on the essential subject matters, namely (as specifically identified by the MEQ) languages, mathematics, history and science);
  - iii. As of March 30, 2020, the MEQ would make academic materials available for all students in Quebec, via the internet or Tele-Quebec;
  - iv. The government exams were cancelled for the current school year;
  - v. The decision to have a child graduate to the next grade would be based upon the professional judgment of the teachers;
  - vi. The end of year report card would reflect pass or fail grades for the different subject matters;
  - vii. The school year would not be extended beyond June 2020;
18. Within the MEQ guidelines mentioned above, the School set up daily classes via an online video platform for its students;
19. The online platform permitted the teachers to interact with the students regularly and make sure they had, in these exceptional circumstances, all the necessary materials and support;
20. From March to June 2020 (the “**Covid Period**”), the School was therefore able to provide the students with the required curriculum, in accordance with the guidelines issued by the MEQ within that period of time, as well as to provide the students, on a weekly basis, with Jewish studies;
21. In spite of the multiple, exceptional and novel challenges faced by the School as a result of the COVID-19 pandemic, the transition to online learning, within such a short period of time and for the duration of the Covid Period, required the School to pivot quickly, elaborate strategies with the teaching staff, train the

teaching staff in respect of and set up the required technological infrastructure to make sure online classes were accessible, efficient and that the students could easily access the required academic materials online (in addition to the unforeseen expenses associated with this quick and important transition);

22. Throughout the Covid Period, the School would regularly communicate with parents via newsletters or other means informing and updating them as to the measures put in place regarding the curriculum and online schooling;
23. The School did reimburse the parents the unused portion of the optional fees (mentioned above) for the school year 2019-2020;
24. For the 2019-2020 school year, 342 students benefited from a subsidy or financial aid from the School or community program in average of \$3,717 per student;
25. All the facts alleged in this affidavit are true.

AFFIRMED BEFORE ME at the City of  
Montreal, in the Province of Quebec, this  
11th day of January, 2021.

 #167833

Commissioner for taking oaths  
for Province of Quebec



Laurence Fhima

**PIÈCE R-1**  
**(en liasse)**





# CONTRAT DE SERVICES ÉDUCATIFS POUR L'ANNÉE SCOLAIRE 2019-2020



**ENTRE :** *École Maïmonide*

Une corporation dûment constituée, détenant un permis d'École privée délivré en vertu de la Loi sur l'enseignement privé (1992 L.Q. C68) et ayant sa principale place d'affaire située au 1900, rue Bourdon, Ville Saint-Laurent, Québec H4M 2X7.

**ET :**

*Nom du parent, ou du tuteur :*

\_\_\_\_\_

Ville : \_\_\_\_\_ Code postal \_\_\_\_\_ Tél. \_\_\_\_\_

Ci-après dénommé parent, tuteur ou répondant de :

\_\_\_\_\_ en classe de : \_\_\_\_\_

Ci-après dénommé l'Élève

## CONDITIONS

1. L'établissement s'engage à offrir les services éducatifs de **niveau primaire**, prévus au *Programme de formation de l'école québécoise* tels que définis par le ministère de l'Éducation, du Loisir et du Sport. La langue d'enseignement est le français, et l'année scolaire s'étend du **23 Août 2019 au 23 Juin 2020**.
2. L'établissement s'engage à offrir à l'élève, dont le parent en fait la demande, des études juives, qui font partie intégrante de son projet éducatif.
3. L'établissement s'engage à remettre au parent, avant le début de l'année scolaire, une copie du présent contrat. Il s'engage également à remettre au parent en début d'année scolaire les règles générales de l'École, le calendrier des activités et le nom de l'enseignant de l'élève, s'il s'agit d'un élève à l'éducation préscolaire ou, dans les autres cas, le nom de tous les enseignants de l'élève ainsi que, le cas échéant, le nom de son responsable.
4. Le parent s'engage à acquitter auprès de l'établissement les frais prévus au présent contrat en respectant le calendrier qui y apparaît. Il s'engage également à prendre connaissance du présent contrat et à s'assurer que l'élève respecte les règles générales de l'établissement.

5. Le parent s'engage à collaborer aux opérations de levées de fonds et à participer aux activités de bénévolat organisées par l'établissement.
6. Le parent est tenu de suivre les recommandations de l'établissement quant aux besoins de soutien pédagogique ou psychologique pour l'élève, notamment pour faciliter l'intégration d'un élève provenant d'une autre école.
7. L'établissement peut refuser l'admission ou la réadmission à un élève qui ne respecte pas, ou dont le parent ne respecte pas, les règles prévues au contrat. Il peut également refuser la réadmission à l'élève qui ne respecte plus les critères d'admissibilité.

8. **CONDITIONS FINANCIÈRES** :

**8.1 Frais obligatoires :**

Frais d'inscriptions	200 \$ par élève
Frais de scolarité	1400 \$ par élève
Contribution au Fonds de Bâtiment	160 \$ par élève
Contribution au Fonds de Sécurité	80 \$ par élève
Contribution au Fonds de Technologie	120 \$ par élève
Contribution à la Levée de Fonds	180 \$ par élève
Comité de parents	<u>20 \$ par élève</u>
<b>TOTAL</b>	<b>2160 \$ par élève</b>

**8.2 Études juives :** (Cocher si le service est retenu)

Inscription aux études juives **primaire** 6000\$

**8.3 Modalités de paiement :**

Mis à part les frais d'inscription qui sont payables lors de l'inscription, le parent doit acquitter le montant dû, en dix versements sensiblement égaux, à partir du mois d'août 2019 au mois de mai 2020.

9. **Campus fréquenté** :

Campus Parkhaven – 5615, Parkhaven – CSL (QC) H4W 1X3

Campus Jacob Safra – 1900, Rue Bourdon – V.S.L. (QC) H4M 2X7

**10. Les articles de la Loi sur l'enseignement privé qui suivent font partie intégrante du présent contrat :**

**Article 70.** L'établissement ne peut exiger de paiement d'un client avant de commencer à exécuter son obligation, sauf le paiement de droits d'admission ou d'inscription n'excédant pas le montant déterminé selon les règlements du ministre.

Il ne peut exiger le paiement de l'obligation du client ou, si des droits d'admission ou d'inscription ont été versés, de son solde en moins de deux versements sensiblement égaux. Les dates d'échéance des versements doivent être fixées de telle sorte qu'elles se situent approximativement au début de chaque moitié, calculée en mois, en leçons ou en unités, de la durée des services éducatifs auxquels l'élève est inscrit.

**Article 71.** Le client peut, à tout moment et à sa discrétion, résilier le contrat en donnant avis à cet effet par courrier recommandé. Le contrat est résilié de plein droit à compter de la réception de l'avis.

**Article 72.** Si le client résilie le contrat avant que la prestation des services n'ait été entreprise, l'établissement ne peut exiger qu'une indemnité n'excédant pas le montant obtenu en soustrayant les droits d'admission ou d'inscription du moins élevé des montants suivants: le montant maximal déterminé selon les règlements du ministre ou un montant représentant au plus 1/10 du prix total convenu pour ces services.

**Article 73.** Si le client résilie le contrat après que la prestation des services ait été entreprise, l'établissement ne peut exiger du client que les montants suivants:

1° le prix des services qui lui ont été fournis calculés en mois, en leçons ou en unités et stipulé dans le contrat;

2° à titre de pénalité, le montant obtenu en soustrayant les droits d'admission ou d'inscription du moins élevé des montants suivants: le montant maximal déterminé selon les règlements du ministre ou un montant représentant au plus 1/10 du prix total convenu pour ces services.

**Article 74.** Dans les dix jours qui suivent la résiliation du contrat, l'établissement doit restituer au client les montants qu'il a reçus en excédent de ceux auxquels il a droit.

**Article 75.** Le client peut demander la nullité du contrat, s'il constate que l'élève a été admis aux services éducatifs en cause en contravention des dispositions régissant l'admission à ces services.

## 11. AUTORISATIONS DES PARENTS

### 11.1) RENSEIGNEMENTS PERSONNELS

J'autorise la divulgation des renseignements suivants pour la constitution des listes d'élèves, de bottins téléphoniques de l'École (élèves, parents, employés, administrateurs) les noms, prénoms, adresses, numéros de téléphone de l'élève et de ses parents (ou du tuteur), ainsi que le code permanent de l'élève.

### 11.2) AUTORISATIONS MÉDICALES

Le parent qui ne peut être rejoint pour donner son consentement autorise l'établissement, en cas de maladie ou d'accident survenant à l'élève, à fournir à l'élève le traitement adéquat.

Le parent s'engage, en cas d'une maladie chronique, à remettre à l'établissement un plan d'intervention médicale d'urgence, signé par un médecin.

Le parent s'engage à informer l'établissement d'une allergie ou d'une maladie chronique qui pourrait se déclarer durant l'année scolaire.

### 11.3) SORTIES DE L'ÉCOLE

Le père, la mère ou le tuteur viendront chercher l'enfant à l'école. Si une autre personne doit venir le chercher, s'il vous plaît, veuillez mentionner son nom et signer l'autorisation écrite à cet effet.

### 11.4) EXCURSIONS

Le parent autorise l'élève à participer à toutes les sorties éducatives prévues dans le cadre des services éducatifs.

12. L'Établissement s'engage à ne pas céder ou vendre le présent contrat.

Accepté et signé à \_\_\_\_\_, le \_\_\_\_\_

Parent ou tuteur :

\_\_\_\_\_  
Signature



Pour L'Établissement :

\_\_\_\_\_  
Laurence Fhima, Directrice Exécutive



# CONTRAT DE SERVICES ÉDUCATIFS POUR L'ANNÉE SCOLAIRE 2019-2020



**ENTRE :** *École Maïmonide*

Une corporation dûment constituée, détenant un permis d'École privée délivré en vertu de la Loi sur l'enseignement privé (1992 L.Q. C68) et ayant sa principale place d'affaire située au 1900, rue Bourdon, Ville St-Laurent, Québec H4M 2X7.

**ET :**

*Nom du parent, ou du tuteur :*

\_\_\_\_\_

Ville : \_\_\_\_\_ Code postal \_\_\_\_\_ Tél. \_\_\_\_\_

Ci-après dénommé parent, tuteur ou répondant de :

\_\_\_\_\_ en classe de : \_\_\_\_\_

Ci-après dénommé l'Élève

## CONDITIONS

1. L'établissement s'engage à offrir les services éducatifs de **niveau secondaire (1 à 3)**, prévus au *Programme de formation de l'école québécoise* tels que définis par le ministère de l'Éducation, du Loisir et du Sport. La langue d'enseignement est le français, et l'année scolaire s'étend du **23 Août 2019 au 23 Juin 2020**.
2. L'établissement s'engage à offrir à l'élève, dont le parent en fait la demande, des études juives, qui font partie intégrante de son projet éducatif.
3. L'établissement s'engage à remettre au parent, avant le début de l'année scolaire, une copie du présent contrat. Il s'engage également à remettre au parent en début d'année scolaire les règles générales de l'École, le calendrier des activités et le nom de l'enseignant de l'élève, s'il s'agit d'un élève à l'éducation préscolaire ou, dans les autres cas, le nom de tous les enseignants de l'élève ainsi que, le cas échéant, le nom de son responsable.
4. Le parent s'engage à acquitter auprès de l'établissement les frais prévus au présent contrat en respectant le calendrier qui y apparaît. Il s'engage également à prendre connaissance du présent contrat et à s'assurer que l'élève respecte les règles générales de l'établissement.

5. Le parent s'engage à collaborer aux opérations de levées de fonds et à participer aux activités de bénévolat organisées par l'établissement.
6. Le parent est tenu de suivre les recommandations de l'établissement quant aux besoins de soutien pédagogique ou psychologique pour l'élève, notamment pour faciliter l'intégration d'un élève provenant d'une autre école.
7. L'établissement peut refuser l'admission ou la réadmission à un élève qui ne respecte pas, ou dont le parent ne respecte pas, les règles prévues au contrat. Il peut également refuser la réadmission à l'élève qui ne respecte plus les critères d'admissibilité.

8. **CONDITIONS FINANCIÈRES :**

**8.1 Frais obligatoires :**

Frais d'inscriptions	200 \$ par élève
Frais de scolarité	1455 \$ par élève
Contribution au Fonds de Bâtiment	160 \$ par élève
Contribution au Fonds de Sécurité	80 \$ par élève
Contribution au Fonds de Technologie	120 \$ par élève
Contribution à la Levée de Fonds	180 \$ par élève
Comité de parents	<u>20 \$ par élève</u>
<b>TOTAL</b>	<b>2215 \$ par élève</b>

**8.2 Études juives :** (Cocher si le service est retenu)

Inscription aux études juives secondaire (1 à 3) **7105\$**

**8.3 Modalités de paiement :**

Mis à part les frais d'inscription qui sont payables lors de l'inscription, le parent doit acquitter le montant dû, en dix versements sensiblement égaux, à partir du mois d'août 2019 au mois de mai 2020.

9. **Campus fréquenté :**

Campus Parkhaven – 5615, Parkhaven – CSL (QC) H4W 1X3

Campus Jacob Safra – 1900, Rue Bourdon – V.S.L. (QC) H4M 2X7

## **10. Les articles de la Loi sur l'enseignement privé qui suivent font partie intégrante du présent contrat :**

**Article 70.** L'établissement ne peut exiger de paiement d'un client avant de commencer à exécuter son obligation, sauf le paiement de droits d'admission ou d'inscription n'excédant pas le montant déterminé selon les règlements du ministre.

Il ne peut exiger le paiement de l'obligation du client ou, si des droits d'admission ou d'inscription ont été versés, de son solde en moins de deux versements sensiblement égaux. Les dates d'échéance des versements doivent être fixées de telle sorte qu'elles se situent approximativement au début de chaque moitié, calculée en mois, en leçons ou en unités, de la durée des services éducatifs auxquels l'élève est inscrit.

**Article 71.** Le client peut, à tout moment et à sa discrétion, résilier le contrat en donnant avis à cet effet par courrier recommandé. Le contrat est résilié de plein droit à compter de la réception de l'avis.

**Article 72.** Si le client résilie le contrat avant que la prestation des services n'ait été entreprise, l'établissement ne peut exiger qu'une indemnité n'excédant pas le montant obtenu en soustrayant les droits d'admission ou d'inscription du moins élevé des montants suivants: le montant maximal déterminé selon les règlements du ministre ou un montant représentant au plus 1/10 du prix total convenu pour ces services.

**Article 73.** Si le client résilie le contrat après que la prestation des services ait été entreprise, l'établissement ne peut exiger du client que les montants suivants:

1° le prix des services qui lui ont été fournis calculés en mois, en leçons ou en unités et stipulé dans le contrat;

2° à titre de pénalité, le montant obtenu en soustrayant les droits d'admission ou d'inscription du moins élevé des montants suivants: le montant maximal déterminé selon les règlements du ministre ou un montant représentant au plus 1/10 du prix total convenu pour ces services.

**Article 74.** Dans les dix jours qui suivent la résiliation du contrat, l'établissement doit restituer au client les montants qu'il a reçus en excédent de ceux auxquels il a droit.

**Article 75.** Le client peut demander la nullité du contrat, s'il constate que l'élève a été admis aux services éducatifs en cause en contravention des dispositions régissant l'admission à ces services.

## 11. AUTORISATIONS DES PARENTS

### 11.1) RENSEIGNEMENTS PERSONNELS

J'autorise la divulgation des renseignements suivants pour la constitution des listes d'élèves, de bottins téléphoniques de l'École (élèves, parents, employés, administrateurs) les noms, prénoms, adresses, numéros de téléphone de l'élève et de ses parents (ou du tuteur), ainsi que le code permanent de l'élève.

### 11.2) AUTORISATIONS MÉDICALES

Le parent qui ne peut être rejoint pour donner son consentement autorise l'établissement, en cas de maladie ou d'accident survenant à l'élève, à fournir à l'élève le traitement adéquat.

Le parent s'engage, en cas d'une maladie chronique, à remettre à l'établissement un plan d'intervention médicale d'urgence, signé par un médecin.

Le parent s'engage à informer l'établissement d'une allergie ou d'une maladie chronique qui pourrait se déclarer durant l'année scolaire.

### 11.3) SORTIES DE L'ÉCOLE

Le père, la mère ou le tuteur viendront chercher l'enfant à l'école. Si une autre personne doit venir le chercher, s'il vous plaît, veuillez mentionner son nom et signer l'autorisation écrite à cet effet.

### 11.4) EXCURSIONS

Le parent autorise l'élève à participer à toutes les sorties éducatives prévues dans le cadre des services éducatifs.

12. L'Établissement s'engage à ne pas céder ou vendre le présent contrat.

Accepté et signé à \_\_\_\_\_, le \_\_\_\_\_

Parent ou tuteur :

\_\_\_\_\_  
Signature



Pour L'Établissement :

\_\_\_\_\_  
Laurence Fhima, Directrice Exécutive





# CONTRAT DE SERVICES ÉDUCATIFS POUR L'ANNÉE SCOLAIRE 2019-2020



**ENTRE :** *École Maïmonide*

Une corporation dûment constituée, détenant un permis d'École privée délivré en vertu de la Loi sur l'enseignement privé (1992 L.Q. C68) et ayant sa principale place d'affaire située au 1900, rue Bourdon, Ville St-Laurent, Québec H4M 2X7.

**ET :**

*Nom du parent, ou du tuteur :*

\_\_\_\_\_

Ville : \_\_\_\_\_ Code postal \_\_\_\_\_ Tél. \_\_\_\_\_

Ci-après dénommé parent, tuteur ou répondant de :

\_\_\_\_\_ en classe de : \_\_\_\_\_

Ci-après dénommé l'Élève

## CONDITIONS

1. L'établissement s'engage à offrir les services éducatifs de **niveau secondaire (4 et 5)**, prévus au *Programme de formation de l'école québécoise* tels que définis par le ministère de l'Éducation, du Loisir et du Sport. La langue d'enseignement est le français, et l'année scolaire s'étend du **23 Août 2019 au 23 Juin 2020**.
2. L'établissement s'engage à offrir à l'élève, dont le parent en fait la demande, des études juives, qui font partie intégrante de son projet éducatif.
3. L'établissement s'engage à remettre au parent, avant le début de l'année scolaire, une copie du présent contrat. Il s'engage également à remettre au parent en début d'année scolaire les règles générales de l'École, le calendrier des activités et le nom de l'enseignant de l'élève, s'il s'agit d'un élève à l'éducation préscolaire ou, dans les autres cas, le nom de tous les enseignants de l'élève ainsi que, le cas échéant, le nom de son responsable.
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5. Le parent s'engage à collaborer aux opérations de levées de fonds et à participer aux activités de bénévolat organisées par l'établissement.
6. Le parent est tenu de suivre les recommandations de l'établissement quant aux besoins de soutien pédagogique ou psychologique pour l'élève, notamment pour faciliter l'intégration d'un élève provenant d'une autre école.
7. L'établissement peut refuser l'admission ou la réadmission à un élève qui ne respecte pas, ou dont le parent ne respecte pas, les règles prévues au contrat. Il peut également refuser la réadmission à l'élève qui ne respecte plus les critères d'admissibilité.

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Contribution au Fonds de Technologie	120 \$ par élève
Contribution à la Levée de Fonds	180 \$ par élève
Comité de parents	<u>20 \$ par élève</u>
<b>TOTAL</b>	<b>2230 \$ par élève</b>

**8.2 Études juives :** (Cocher si le service est retenu)

Inscription aux études juives secondaire (4 et 5) **7305\$**

**8.3 Modalités de paiement :**

Mis à part les frais d'inscription qui sont payables lors de l'inscription, le parent doit acquitter le montant dû, en dix versements sensiblement égaux, à partir du mois d'août 2019 au mois de mai 2020.

9. **Campus fréquenté :**

Campus Parkhaven – 5615, Parkhaven – CSL (QC) H4W 1X3

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## 11. AUTORISATIONS DES PARENTS

### 11.1) RENSEIGNEMENTS PERSONNELS

J'autorise la divulgation des renseignements suivants pour la constitution des listes d'élèves, de bottins téléphoniques de l'École (élèves, parents, employés, administrateurs) les noms, prénoms, adresses, numéros de téléphone de l'élève et de ses parents (ou du tuteur), ainsi que le code permanent de l'élève.

### 11.2) AUTORISATIONS MÉDICALES

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Le parent s'engage, en cas d'une maladie chronique, à remettre à l'établissement un plan d'intervention médicale d'urgence, signé par un médecin.

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### 11.4) EXCURSIONS

Le parent autorise l'élève à participer à toutes les sorties éducatives prévues dans le cadre des services éducatifs.

12. L'Établissement s'engage à ne pas céder ou vendre le présent contrat.

Accepté et signé à \_\_\_\_\_, le \_\_\_\_\_

Parent ou tuteur :

\_\_\_\_\_  
Signature



Pour L'Établissement :

\_\_\_\_\_  
Laurence Fhima, Directrice Exécutive

CANADA  
Province of Quebec  
District of Longueuil

SUPERIOR COURT  
(Class actions)

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N° 505-06-000023-205

STÉPHANIE BERNIER

AND

PIERRE-ANDRÉ FOURNIER

Plaintiffs

-vs.-

COLLÈGE CHARLES-LEMOYNE DE  
LONGUEUIL INC. ET AL

Defendants

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AFFIDAVIT OF LAURA SEGALL

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1. I am the Head of School of Hebrew Academy, 5700 av. Kellert, Côte-Saint-Luc, Québec, H4W 1T4 (hereinafter the “**School**”), which is a private school in Montreal and a non-profit organization within the definition of the *Act Respecting Private Education* (R.S.Q., c. E-9.1);
2. As appears from the educational services contract (for primary and high school levels) for the school year 2019-2020, a copy of which is communicated herewith as **Exhibit R-1** (the “**Contract**”), which is signed by parents for each student attending the School, the School undertakes to provide its students with educational services at the primary and high school levels, in accordance with the education program set by the *Ministère de l'Éducation du Québec* (the “**MEQ**”) for the school year in question;

3. Moreover, as appears from the Contract, the School offers its students Jewish studies, which form part of the academic curriculum offered by the School for the year;
4. The curriculum for the Jewish studies segment is not regulated by the MEQ and is left up to the entire discretion of the School, to be determined by the School for each grade for the upcoming school year;
5. As appears from the Contract, the fees to be paid by the parents to the School for the upcoming school year are essentially divided as follows :
  - i. Tuition fees;
  - ii. Fees for Jewish studies;
  - iii. Miscellaneous fees for example for registration, parent association, graduation and building funds;
  - iv. Optional fees, such as daily hot lunch, after school supervision and for lunch/after school activities;
6. In the context of providing the students with the curriculum imposed by the MEQ for the upcoming school year for their respective grades, the School offers a program which is fluid, flexible and adaptive, and involves a mix of in person teaching, homework, various creative learning projects (to be done in groups or individually) and interactive technological learning tools and activities;
7. The program offered by the School is not “set in stone” for any given day, but fluid and flexible to adapt to the students (individually and/or as a group) or unforeseen events, and to make sure the curriculum required by the MEQ is properly deployed and reviewed by the students over the school year;
8. Throughout the school year, the teachers periodically evaluate the students in different ways, to make sure that by the end of the school year, they have

reviewed the curriculum required by the MEQ and are qualified to graduate to the next grade, in accordance with the standards set by the MEQ;

9. On March 13, 2020, in response to the COVID-19 pandemic and by order in council 177-2020, the Government of Quebec issued an immediate closure order for all schools in Quebec;
10. The School (as all other schools in Quebec) was therefore not allowed to receive its students “in person”;
11. In effect, the closure order issued by the Government of Quebec lasted until the end of the school year;
12. The School immediately undertook the necessary steps to implement online schooling for all of its students;
13. To do so required the staff to quickly reorganize its typical methodology to make sure that the students had access to the necessary school materials online and were able to attend interactive daily online classes;
14. A daily schedule was elaborated for each grade and communicated to the students and parents;
15. An online platform via which the students would have access to the necessary school materials for their online classes and communicate with the teachers was set up and refreshed daily or sometimes multiple times a day;
16. The School management would regularly discuss with the teachers to make sure the students were actively participating to the online classes and that their progression was adequately monitored in the circumstances;
17. In its communications with the schools after the March 13, 2020 order in council, the MEQ advised as follows :
  - i. Encouraging schools to transition to online schooling;

- ii. The schools were asked to review their respective academic curriculums to make sure that (i) the topics already taught earlier in the year were reinforced with the students; and (ii) they focused on the essential subject matters, namely (as specifically identified by the MEQ) languages, mathematics, history and science);
  - iii. As of March 30, 2020, the MEQ would make academic materials available for all students in Quebec, via the internet or Tele-Quebec;
  - iv. The government exams were cancelled for the current school year;
  - v. The decision to have a child graduate to the next grade would be based upon the professional judgment of the teachers;
  - vi. The end of year report card would reflect pass or fail grades for the different subject matters;
  - vii. The school year would not be extended beyond June 2020;
18. Within the MEQ guidelines mentioned above, the School set up daily classes via an online video platform for its students;
19. The online platform permitted the teachers to interact with the students regularly and make sure they had, in these exceptional circumstances, all the necessary materials and support;
20. From March to June 2020 (the “**Covid Period**”), the School was therefore able to provide the students with the required curriculum, in accordance with the guidelines issued by the MEQ within that period of time, as well as to provide the students, on a weekly basis, with Jewish studies;
21. In spite of the multiple, exceptional and novel challenges faced by the School as a result of the COVID-19 pandemic, the transition to online learning, within such a short period of time and for the duration of the Covid Period, required the School to pivot quickly, elaborate strategies with the teaching staff, train the




teaching staff in respect of and set up the required technological infrastructure to make sure online classes were accessible, efficient and that the students could easily access the required academic materials online (in addition to the unforeseen expenses associated with this quick and important transition);

22. Throughout the Covid Period, the School would regularly communicate with parents via newsletters or other means informing and updating them as to the measures put in place regarding the curriculum and online schooling;
23. The School did reimburse the parents the unused portion of the optional fees (mentioned above) for the school year 2019-2020;
24. For the 2019-2020 school year, 156 students benefited from a subsidy or financial aid from the School or a community program in average of \$7,960 per student;
25. All the facts alleged in this affidavit are true.

AFFIRMED BEFORE ME at the City of  
Montreal, in the Province of Quebec, this  
11<sup>th</sup> day of January, 2021.

 #167833

\_\_\_\_\_  
Commissioner for taking oaths  
for Province of Quebec



\_\_\_\_\_  
Laura Segall



**PIÈCE R-1**

**EDUCATIONAL SERVICES CONTRACT FOR ACADEMIC YEAR 2019-2020 – 382501**

**BETWEEN:** Hebrew Academy Inc. (hereafter indicated as "**Establishment**"), a corporation duly constituted, holding a private school permit issued by virtue of the Loi sur l'enseignement privé, and **operating from** 5700 Kellert Avenue - Cote St.Luc – Quebec H4W 1T4.

AND:

Name of parent or guardian \_\_\_\_\_ (hereafter referred as the "**Parent** ")  
responsible as parental authority for:

Name of student, (hereafter indicated as "**Student** ") residing at complete Address \_\_\_\_\_

**TERMS AND CONDITIONS:**

1. The Establishment commits to offer educational services at the kindergarden, elementary and secondary levels in English pursuant to the "*Programme de formation de l'école québécoise*" as set by the "Ministère de l'Éducation et de l'Enseignement supérieur (M.E.E.S.)." The language of instruction is English (Bill 101 eligibility certificate is required). The school year begins on August 26, 2019 and ends on June 23, 2020.
2. The Establishment commits to offer to the student, at the request of the Parent, **Judaic studies which form an integral part of its educational program.**
3. The Establishment will provide the Parent a copy of this contract at the beginning of the school year. It also commits to provide the Student and Parent, at the beginning of the school year, a single copy of the applicable regulations and policies of the Establishment, including, without limitation, the School Handbook and related policies, which the Parent and Student must read and sign in acceptance, together with the activities calendar, the names of all of the faculty members as well as the name of person responsible, if applicable.
4. The Parent commits and undertakes to pay to the Establishment the required fees as per this contract and by respecting the payment schedule in the School Fees Package. The Parent also commits and undertakes to take notice of this contract (as well as the corresponding regulations, policies and School Handbook referred to above) and to ensure that the Student respects the terms and conditions enumerated therein.
5. The Parent commits and undertakes to collaborate and participate, as required with the fundraising initiatives of the Establishment and to participate with the volunteering activities organized by the Establishment from time-to-time.
6. The Parent agrees and undertakes to follow the recommendations of the Establishment in providing pedagogical or psychological support for the Student, as requested by the Establishment or its partners, particularly in regards to facilitating the integration of a Student coming from another school or in regards to a Student with specific educational needs.
7. The Establishment may, in its sole discretion and at any time, cancel the present contract and/or refuse admission or readmission to a Student (and/or parent or guardian of a Student) who does not respect, and abide by the terms and conditions set out in this contract, the regulations and policies of the Establishment as well as the terms and conditions enumerated in the School Handbook. The Establishment may, in its sole discretion and at any time, also refuse the readmission of a Student who no longer fulfills or complies with the eligibility criteria.

8. **Financial Terms:**

Admission Fee – Kindergarten – Grade 1 & Secondary I	\$ 50.00
8.1 Compulsory fees:	
Registration fees	\$ 200.00
Tuition fees – Kindergarten – Grade 6	\$ 3500.00
Tuition fees – Secondary I – Secondary V	\$ 4000.00
Parent Association (per Family – Includes photo package)	\$ 80.00

8.2 Judaic studies: (Tick off if service is retained)

Registration to Jewish studies:

<input type="checkbox"/> Kindergarten	\$ 6840.00
<input type="checkbox"/> Elementary 1 – 6	\$ 8340.00
<input type="checkbox"/> Secondary I, II, III	\$ 9260.00
<input type="checkbox"/> Secondary IV, V	\$ 9535.00

8.3 Optional fees for additional services: (Tick off the retained services)

<input type="checkbox"/> Extended Day – Kindergarten: From 2:50 up to 5:00 pm	\$ 1500.00
<input type="checkbox"/> Contribution to Building Fund (where applicable)	\$ 1200.00
<input type="checkbox"/> Graduation Elementary 6	\$ 375.00
<input type="checkbox"/> Graduation Secondary V	\$ 375.00
<input type="checkbox"/> Student council membership Sec I – V	\$ 100.00

**8.4 : Terms of payment:**

Excluding the registration fees which are payable at the time of signing the contract, the parent must pay the amount due in full or in ten equal instalments, dated September 1<sup>st</sup> to June 1<sup>st</sup>.

**9. Parent Authorization**

- A) In signing below, the Parent hereby authorizes the Establishment to disclose the following nominative information for the constitution of student lists, telephone lists, etc., destined to serve the school and community to be distributed to parents, FEDERATION CJA, (and constituent agencies), the Association of Jewish Day Schools, as well as government ministries and /or agencies, namely, but not limited to Student last names, first names, addresses, telephone numbers and information regarding the parents (or guardians), of the Student, birthdate, permanent code and academic reports and/or information.
- B) It is the Parent’s ongoing responsibility to inform the Establishment of any changes to addresses, e-mail and/or telephone numbers (home, office, cell and any other emergency numbers).
- C) The Parent authorizes the Establishment to use pictures and/or videos of the Student for the Establishment’s website, social media and/or marketing purposes.
- D) In the case of a “Snow day” replacement, the Parent authorizes the Student to attend school on a Sunday.

10. The section of the “Loi sur l’enseignement privé” that follow are an integral part of this contract.

- 70.** No institution may require payment from a client before performance of its obligation has begun, except for the payment of an admission or enrolment fee not in excess of the amount determined in accordance with the regulations of the Minister. No institution may require payment of the client's obligation, or balance thereof if admission or enrolment fees have been paid, in less than two reasonably equal instalments. The dates on which the instalments become due must be fixed in such a way that they fall approximately at the beginning of each half of the duration, calculated in months, lessons or credits, of the educational services for which the student is enrolled.
- 71.** The client may, at any time and at his discretion, cancel the contract by giving notice to that effect by registered mail. The contract shall be cancelled by operation of law from the receipt of the notice.
- 72.** If the client cancels the contract before the provision of services has begun, the institution cannot demand compensation in excess of the amount obtained by subtracting the admission or enrolment fees from the lesser of the following two amounts: the maximum amount determined in accordance with the regulations of the Minister, and an amount representing not more than 1/10 of the total price agreed upon for the services.
- 73.** If the client cancels the contract after the provision of services has begun, the institution may demand only the following amounts from the client:
  - 1) The price of the services provided calculated in months, lessons, or credits as specified in the contract;
  - 2) as penalty, the amount obtained by subtracting the admission or enrolment fees from the lesser of the following two amounts: the maximum amount determined in accordance with the regulations of the Minister, and an amount representing not more than 1/10 of the total price agreed upon for the services.
- 74.** In the ten days following the cancellation of the contract, the institution must return to the client the amounts it has received in excess of those to which it is entitled.
- 75.** The client may demand that the contract be annulled if he becomes aware that the student was admitted to the educational services concerned in contravention of the provisions governing admission to those services.

**11. Medical authorizations:**

A Parent that cannot be reached to give his or her consent to medical care or treatment authorizes the Establishment, in the case of an illness or accident to provide the Student with appropriate care and treatment to the best of the Establishment’s abilities. The Parent commits to, in the case of an allergy to the student, respect the Establishment’s protocol of dealing with allergies. The Parent commits to, in the case of a chronic illness, provide the Establishment with an emergency medical intervention plan, approved and signed by a medical or mental health professional at the beginning of the school year. The Parent undertakes to inform the Establishment of an allergy or chronic illness that may arise during the school year. The Parent further agrees and undertakes to cooperate with the Establishment in regards to any medical or mental health evaluation and/or investigation deemed necessary by the Establishment.

12. The Parent hereby authorizes the Student to participate in all educational programs and/or outings anticipated as part of the educational services.

13. The Establishment commits not to assign or sell this contract.

14. Les soussignés reconnaissent avoir exigé que cette formule d’inscription soit rédigée en anglais et se déclarent satisfait de son texte. The undersigned acknowledges that he/she has requested and is satisfied that the forgoing has been drawn up in English.

I have read the foregoing and agree.

AGREED TO AND SIGNED IN: (Montreal) this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Parent/Guardian

**HEBREW ACADEMY INC.**

\_\_\_\_\_  
Per: Linda Lehrer  
Executive Director

CANADA  
Province of Quebec  
District of Longueuil

S U P E R I O R C O U R T  
( C l a s s a c t i o n s )

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N° 505-06-000023-205

STÉPHANIE BERNIER

AND

PIERRE-ANDRÉ FOURNIER

Plaintiffs

-VS.-

COLLÈGE CHARLES-LEMOYNE DE  
LONGUEUIL INC. ET AL

Defendants

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AFFIDAVIT OF BORIS GORBATYUK

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1. I am the Chair of the Board of Trustees of Hebrew Foundation School, 2, rue Hope, Dollard-Des-Ormeaux, Québec, H9A 2V5 (hereinafter the “**School**”), which is a private school in Montreal and a non-profit organization within the definition of the *Act Respecting Private Education* (R.S.Q., c. E-9.1);
2. As appears from the educational services contract (for primary level) for the school year 2019-2020, a copy of which is communicated herewith as **Exhibit R-1** (the “**Contract**”), which is signed by parents for each student attending the School, the School undertakes to provide its students with educational services at the primary level, in accordance with the education program set by the *Ministère de l’Éducation du Québec* (the “**MEQ**”) for the school year in question;
3. Moreover, as appears from the Contract, the School offers its students Jewish studies, which form part of the academic curriculum offered by the School for the year;

4. The curriculum for the Jewish studies segment is not regulated by the MEQ and is left up to the entire discretion of the School, to be determined by the School for each grade for the upcoming school year;
5. As appears from the Contract, the fees to be paid by the parents to the School for the upcoming school year are essentially divided as follows :
  - i. Tuition fees;
  - ii. Fees for Jewish studies;
  - iii. Miscellaneous fees for example for registration, parent association, school supplies and various school funds (technology, security, fundraising);
  - iv. Optional fees, such as extended day program;
6. In the context of providing the students with the curriculum imposed by the MEQ for the upcoming school year for their respective grades, the School offers a program which is fluid, flexible and adaptive, and involves a mix of in person teaching, homework, various creative learning projects (to be done in groups or individually) and interactive technological learning tools and activities;
7. The program offered by the School is not “set in stone” for any given day, but fluid and flexible to adapt to the students (individually and/or as a group) or unforeseen events, and to make sure the curriculum required by the MEQ is properly deployed and reviewed by the students over the school year;
8. Throughout the school year, the teachers periodically evaluate the students in different ways, to make sure that by the end of the school year, they have reviewed the curriculum required by the MEQ and are qualified to graduate to the next grade, in accordance with the standards set by the MEQ;

9. On March 13, 2020, in response to the COVID-19 pandemic and by order in council 177-2020, the Government of Quebec issued an immediate closure order for all schools in Quebec;
10. The School (as all other schools in Quebec) was therefore not allowed to receive its students “in person”;
11. In effect, the closure order issued by the Government of Quebec lasted until the end of the school year;
12. The School immediately undertook the necessary steps to implement online schooling for all of its students;
13. To do so required the staff to quickly reorganize its typical methodology to make sure that the students had access to the necessary school materials online and were able to attend interactive daily online classes;
14. A daily schedule was elaborated for each grade and communicated to the students and parents;
15. An online platform via which the students would have access to the necessary school materials for their online classes and communicate with the teachers was set up and refreshed daily or sometimes multiple times a day;
16. The School management would regularly discuss with the teachers to make sure the students were actively participating to the online classes and that their progression was adequately monitored in the circumstances;
17. In its communications with the schools after the March 13, 2020 order in council, the MEQ advised as follows :
  - i. Encouraging schools to transition to online schooling;
  - ii. The schools were asked to review their respective academic curriculums to make sure that (i) the topics already taught earlier in the year were



reinforced with the students; and (ii) they focused on the essential subject matters, namely (as specifically identified by the MEQ) languages, mathematics, history and science);

- iii. As of March 30, 2020, the MEQ would make academic materials available for all students in Quebec, via the internet or Tele-Quebec;
  - iv. The government exams were cancelled for the current school year;
  - v. The decision to have a child graduate to the next grade would be based upon the professional judgment of the teachers;
  - vi. The end of year report card would reflect pass or fail grades for the different subject matters;
  - vii. The school year would not be extended beyond June 2020;
18. Within the MEQ guidelines mentioned above, the School set up daily classes via an online video platform for its students;
19. The online platform permitted the teachers to interact with the students regularly and make sure they had, in these exceptional circumstances, all the necessary materials and support;
20. From March to June 2020 (the “**Covid Period**”), the School was therefore able to provide the students with the required curriculum, in accordance with the guidelines issued by the MEQ within that period of time, as well as to provide the students, on a weekly basis, with Jewish studies;
21. In spite of the multiple, exceptional and novel challenges faced by the School as a result of the COVID-19 pandemic, the transition to online learning, within such a short period of time and for the duration of the Covid Period, required the School to pivot quickly, elaborate strategies with the teaching staff, train the teaching staff in respect of and set up the required technological infrastructure to make sure online classes were accessible, efficient and that the students could easily access

the required academic materials online (in addition to the unforeseen expenses associated with this quick and important transition);

22. Throughout the Covid Period, the School would regularly communicate with parents via newsletters or other means informing and updating them as to the measures put in place regarding the curriculum and online schooling;
23. The School did reimburse the parents the unused portion of the optional fees (mentioned above) for the school year 2019-2020;
24. For the 2019-2020 school year, 113 students benefited from a subsidy or financial aid from the School or a community program in average of \$5,500 per student;
25. All the facts alleged in this affidavit are true.

AFFIRMED BEFORE ME at the City of  
Montreal, in the Province of Quebec, this  
<sup>11th</sup> day of January, 2021.

 #167833

\_\_\_\_\_  
Commissioner for taking oaths  
for Province of Quebec



\_\_\_\_\_  
Boris Gorbatyuk

**PIÈCE R-1**



Hebrew Foundation School  
École de Formation Hébraïque  
בית ספר היסוד העברי

2 Hope Drive | Dollard-des-Ormeaux, QC | H9A 2V5  
514.684.6270 | hfs@gmail.com  
www.hfs.qc.ca

## SCHOOL COPY

### Educational Services Contract Level 1 (E1) for School Year 2019 - 2020

**BETWEEN:** École de Formation Hébraïque/Hebrew Foundation School of Congregation Beth Tikvah, hereinafter known as "the school", a duly constituted corporation holding a permit as a private school within the definition of the Loi sur l'enseignement privé (1992 L.Q. c.68), and having its principle office at 2 Hope Drive, Dollard des Ormeaux Québec, H9A 2V5.

**AND:**

«Mother\_first» «Mother\_last» «And» «Father\_first» «Father\_last»

(Parent(s)/Guardian(s) hereinafter known as "Parent(s)/Guardian(s)" with parental responsibility for:

«Child\_first» «Child\_last»

(Name of student) hereinafter known as "student" domiciled at (complete address)

«Address\_Line\_1»

«Address\_Line\_2»

«CityProv\_1»

«CityProv\_2»

«Postal\_Code\_1»

«Postal\_Code\_2»

#### TERMS AND CONDITIONS:

**1. Responsibilities of the school:**

The school is committed to provide to the student educational services at the kindergarten and primary level in accordance with the program of study set forth for Quebec schools by the Ministère de l'Éducation et de l'Enseignement supérieur [MEES];

2. The school will offer a program of Judaic Studies which are an integral part of its educational project, to parents who request same for their children.

**3. Language of Instruction:**

- (i) The language of instruction is English.
- (ii) Students without Bill 101 eligibility certificates must attend our Section Française, which is duly recognized as a French elementary school by the Ministère de l'Éducation et de l'Enseignement supérieur [MEES];
- (iii) Students with Bill 101 eligibility certificates may register either in the Section Française or the English Section.

**Our children first.**



**Hebrew Foundation School**  
**École de Formation Hébraïque**  
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4. Before the beginning of the school year, the school will deliver to the parents a copy of the educational contract. The school will also make available the rules and regulations of the school, and the calendar of events as presented on the school's website: [www.hfs.qc.ca](http://www.hfs.qc.ca). The parent acknowledges being aware of the rules and regulations and agrees that they and their child/children will respect and abide by these rules.
5. **Calendar:**  
 The school calendar of events will be available to parents in August.
6. **Financial Conditions:**  
 The Parent(s)/Guardian(s) agree to remit to the school the fees and contributions outlined in the following summary:

**A. Compulsory Fees**

School fees	\$3,100.00
Admission fees	\$ 50.00
Registration fees	\$ 200.00
Parent Association Membership fees	\$ 20.00
Consumables	\$ 175.00
<b>TOTAL</b>	<b>\$3,545.00</b>

**B. Judaic Studies**

<input type="checkbox"/> <u>To indicate your wish to enroll your child in the programs of Judaic Studies, you must check the adjacent box.</u>	\$5,875.00
<b>TOTAL A+B</b>	<b><u>\$9,420.00</u></b>

**C. Other Programs and Contributions**

- Lunch Program (Grades K-6)**  
 The fee for lunch hour supervision is \$285.00 per year.
- Technology Fee (Grades K-6)**  
 The technology fee is \$150.00 per year towards our iPad program and providing students with continued access to new technology.

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**Extended Day Programs**

The Extended Day program fees for children in Grades 1 to 6 are extra; a fee schedule and application forms are available on request.

**Family Capital Assessment**

Families new to the school are encouraged to contribute to the Family Capital Assessment as the oldest child enters Kindergarten or as new children enter at higher grade levels. The requested Family Capital Assessment contribution is \$1,800.00 per family, payable \$450.00 per year for 4 years

**D. Fundraising**

Families commit themselves to collaborate in the school's fundraising activities. With this in mind, families are requested to make a fundraising advance of \$700.00 to the school. When the year's fundraising projects are completed, families will have an opportunity to earn a refund of their fundraising advance, in whole or in part.

**E. Security Fund**

Families contribute \$200.00 to support the enhancement and maintenance of security hardware and resources.

**F. Methods of Payment**

In addition to the registration fee which is payable at the time of registration, parents can choose one of the following options for the balance due. Please check the desired option for payment:

Two (2) equal payments, one on August 26, 2019 and one on February 3, 2020.

Ten (10) equal payments dated the 1st of the month from September 2019 to June 2020.

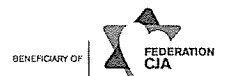
Twelve (12) equal payments dated the 1<sup>st</sup> of the month from September 2019 to August 2020.

Ten (10) equal pre-authorized payments on the 5th of each month from September 2019 to June 2020.

Twelve (12) equal pre-authorized payments on the 5th of each month from September 2019 to August 2020

OTHER: \_\_\_\_\_  
\_\_\_\_\_

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**7. School Year:**

The 2019-2020 school year will begin on **August 26th, 2019** and will end on **June 23rd, 2020**. The latter date may be extended by one or more days if the school must be closed for one or more days during the school year for reasons beyond the school's control.

8. The Parent(s)/Guardian(s) must follow the School's recommendations regarding the student's educational or psychological support needs, including the facilitation of integrating a student coming from another school.
9. The school may deny admission or readmission to a student who does not respect, or whose Parent(s)/Guardian(s) do not respect, the rules set forth in the Contract. It may also deny admission to a student who does not meet the eligibility requirements.
10. Class size will be determined at the discretion of the Administration.

**11. Field Trips:**

The Parent(s)/Guardian(s) authorize(s) the student to participate in all outings and/or field trips organized by the School. Parent(s)/Guardian(s) is/are notified in advance of any field trip. Should Parent(s)/Guardian(s) not want their child to participate in a particular outing, they must notify the school in writing.

**12. Medical Authorizations:**

The Parent(s)/Guardian(s) who cannot be reached to give consent, authorize(s) the School to provide the student with adequate treatment in case of illness or accident.

The Parent(s)/Guardian(s) agree(s) in case of allergy to respect the allergy management protocol put in place by the school.

The Parent(s)/Guardian(s) agree(s) in case of chronic illness to submit to the School an emergency medical intervention plan signed by a physician.

The Parent(s)/Guardian(s) agree(s) to inform the School of any allergy or chronic illness that may manifest itself during the school year.

**13. Use of Nominal Information:**

Notwithstanding the provision of "la loi sur l'accès aux documents des organismes publics et sur la protection des renseignements personnels" the Parent(s)/Guardian(s) authorize(s) the divulgence of the following nominative information for the constitution of class lists and family lists destined to serve the School, as well as the Jewish community, - namely last name, first name, address, e-mail address and telephone numbers of students and Parents/Guardians, birth date of the students.

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Hebrew Foundation School  
 École de Formation Hébraïque  
 בית ספר היסוד העברי

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 514.684.6270 | hfs@gmail.com  
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**14. Copy of Contract:**

The parent(s)/Guardian(s) acknowledge(s) having received a copy of this contract prior to receiving the educational services for the school year 2019 - 2020.

**15. Articles of the Private Education Act Forming Part of this Contract:**

The following articles from the Private Education Act form an integral part of the present contract:

**70.** *No institution may require payment from a client before performance of its obligation has begun, except for the payment of an admission or enrollment fee not in excess of the amount determined in accordance with the regulations of the Minister.*

*No institution may require the payment of the client's obligation, or balance thereof if admission or enrollment fees have been paid, in less than two reasonably equal installments. The dates on which the installments become due must be fixed in such a way that they fall approximately at the beginning of each half of the duration, calculated in months, lessons or credits, of the educational services for which the student is enrolled.*

**71.** *The client may, at any time and at his discretion, cancel the contract by giving notice to that effect by registered mail. The contract shall be cancelled by operation of law from the receipt of the notice.*

**72.** *If the client cancels the contract before the provision of services has begun, the institution cannot demand compensation in excess of the amount obtained by subtracting the admission or enrollment fees from the lesser of the following two amounts: the maximum amount determined in accordance with the regulations of the Minister, and an amount not more than 1/10 of the total price agreed upon for the services.*

**73.** *If the client cancels the contract after the provision of services has begun, the institution may demand only the following amounts from the client:*

*1) the price of the services provided calculated in months, lessons, or credits as specified in the contract;*

*2) as penalty, the amount obtained by subtracting the admission or enrollment fees from the lesser of the following two amounts: the maximum amount determined in accordance with the Minister, and an amount representing not more than 1/10 of the total price agreed upon for the services.*

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Hebrew Foundation School  
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74. *In the ten days following the cancellation of the contract, the institution must return to the client the amounts it has received in excess of those to which it is entitled.*
75. *The client may demand that the contract be annulled if he becomes aware that the student was admitted to the educational services concerned in contravention of the provisions governing admission to those services.*
76. *No person may depart from the provisions of this chapter by means of an agreement which provides otherwise. Furthermore, no client may waive a right conferred on him by this chapter.*

**16. Non-transferable Contract:**

The school may not assign or sell this contract.

Les parties aux présentes ont demandés que ce contrat soit rédigé dans la langue anglaise.

The parties hereto have requested that the present contract be drafted in the English language.

AGREED TO AND SIGNED IN DOLLARD DES ORMEAUX: August 26, 2019  
Date

Parent(s)/Guardian(s)

École de Formation Hébraïque/  
Hebrew Foundation School

\_\_\_\_\_  
(Signature 1)

Per

\_\_\_\_\_  
Rachelle Hubscher  
Director of Finance

\_\_\_\_\_  
(Signature 2)

**Our children first.**

CANADA  
Province of Quebec  
District of Longueuil

S U P E R I O R C O U R T  
( C l a s s a c t i o n s )

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N° 505-06-000023-205

STÉPHANIE BERNIER

AND

PIERRE-ANDRÉ FOURNIER

Plaintiffs

-VS.-

COLLÈGE CHARLES-LEMOYNE DE  
LONGUEUIL INC. ET AL

Defendants

---

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AFFIDAVIT OF AVI SATOV

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1. I am Co-Head of School of JPPS Bialik, 6502, chemin Kildare, Côte Saint-Luc, Québec, H4W 3B8 (hereinafter the “**School**”), which is a private school in Montreal and a non-profit organization within the definition of the *Act Respecting Private Education* (R.S.Q., c. E-9.1);
2. As appears from the educational services contracts (for primary and high school levels) for the school year 2019-2020, a copy of which is communicated herewith as **Exhibit R-1** (the “**Contract**”), which is signed by parents for each student attending the School, the School undertakes to provide its students with educational services at the primary and high school levels, in accordance with the education program set by the *Ministère de l'Éducation du Québec* (the “**MEQ**”) for the school year in question;

3. Moreover, as appears from the Contract, the School offers its students Jewish studies, which form part of the academic curriculum offered by the School for the year;
4. The curriculum for the Jewish studies segment is not regulated by the MEQ and is left up to the entire discretion of the School, to be determined by the School for each grade for the upcoming school year;
5. As appears from the Contract, the fees to be paid by the parents to the School for the upcoming school year are essentially divided as follows :
  - i. Tuition fees;
  - ii. Fees for Jewish studies;
  - iii. Miscellaneous fees for example for registration, parent association, building fund and class photos;
  - iv. Optional fees, such as daily hot lunch, after school supervision and for lunch/after school activities;
6. In the context of providing the students with the curriculum imposed by the MEQ for the upcoming school year for their respective grades, the School offers a program which is fluid, flexible and adaptive, and involves a mix of in person teaching, homework, various creative learning projects (to be done in groups or individually) and interactive technological learning tools and activities;
7. The program offered by the School is not “set in stone” for any given day, but fluid and flexible to adapt to the students (individually and/or as a group) or unforeseen events, and to make sure the curriculum required by the MEQ is properly deployed and reviewed by the students over the school year;
8. Throughout the school year, the teachers periodically evaluate the students in different ways, to make sure that by the end of the school year, they have

reviewed the curriculum required by the MEQ and are qualified to graduate to the next grade, in accordance with the standards set by the MEQ;

9. On March 13, 2020, in response to the COVID-19 pandemic and by order in council 177-2020, the Government of Quebec issued an immediate closure order for all schools in Quebec;
10. The School (as all other schools in Quebec) was therefore not allowed to receive its students “in person”;
11. In effect, the closure order issued by the Government of Quebec lasted until the end of the school year;
12. The School immediately undertook the necessary steps to implement online schooling for all of its students;
13. To do so required the staff to quickly reorganize its typical methodology to make sure that the students had access to the necessary school materials online and were able to attend interactive daily online classes;
14. A daily schedule was elaborated for each grade by the School, as a result of efforts of management, teachers and staff working together, and communicated to the students and parents
15. An online platform via which the students would have access to the necessary school materials for their online classes and communicate with the teachers was set up and refreshed daily or sometimes multiple times a day;
16. The School management would regularly discuss with the teachers to make sure the students were actively participating to the online classes and that their progression was adequately monitored in the circumstances;
17. In its communications with the schools after the March 13, 2020 order in council, the MEQ advised as follows :

- i. Encouraging schools to transition to online schooling;
  - ii. The schools were asked to review their respective academic curriculums to make sure that (i) the topics already taught earlier in the year were reinforced with the students; and (ii) they focused on the essential subject matters, namely (as specifically identified by the MEQ) languages, mathematics, history and science);
  - iii. As of March 30, 2020, the MEQ would make academic materials available for all students in Quebec, via the internet or Tele-Quebec;
  - iv. The government exams were cancelled for the current school year;
  - v. The decision to have a child graduate to the next grade would be based upon the professional judgment of the teachers;
  - vi. The end of year report card would reflect pass or fail grades for the different subject matters;
  - vii. The school year would not be extended beyond June 2020;
18. Within the MEQ guidelines mentioned above, the School set up daily classes via an online video platform for its students;
  19. The online platform permitted the teachers to interact with the students regularly and make sure they had, in these exceptional circumstances, all the necessary materials and support;
  20. From March to June 2020 (the “**Covid Period**”), the School was therefore able to provide the students with the required curriculum, in accordance with the guidelines issued by the MEQ within that period of time, as well as to provide the students, on a weekly basis, with Jewish studies;
  21. In spite of the multiple, exceptional and novel challenges faced by the School as a result of the COVID-19 pandemic, the transition to online learning, within such

a short period of time and for the duration of the Covid Period, required the School to pivot quickly, elaborate strategies with the teaching staff, train the teaching staff in respect of and set up the required technological infrastructure to make sure online classes were accessible, efficient and that the students could easily access the required academic materials online (in addition to the unforeseen expenses associated with this quick and important transition);

22. Throughout the Covid Period, the School would regularly communicate with parents via newsletters or other means informing and updating them as to the measures put in place regarding the curriculum and online schooling;
23. The School did reimburse the parents the unused portion of the optional fees (mentioned above) for the school year 2019-2020;
24. For the 2019-2020 school year, 95 students benefited from a subsidy or financial aid from the School or a community program in average of \$5,825 per student;
25. All the facts alleged in this affidavit are true.

AFFIRMED BEFORE ME at the City of  
Montreal, in the Province of Quebec, this  
11th day of January, 2021.

 #167833

Commissioner for taking oaths  
for Province of Quebec



Avi Satov

**PIÈCE R-1**



2019-20

**EDUCATIONAL SERVICE CONTRACT**  
KINDERGARTEN AND PRIMARY  
ENGLISH SECTOR

BETWEEN

**Les Écoles juives populaires et les Écoles Peretz inc.**  
(hereafter indicated as "establishment"), a corporation duly constituted,  
holding a private school permit issued by virtue of the Loi sur l'enseignement privé,  
and having its office at 6500 Kildare, Côte Saint-Luc, Québec H4W 3B8

AND

(Parent(s)/Guardians(s)) hereinafter known as "parent"  
with parental responsibility for:



## Terms and Conditions

1. The establishment commits to offer educational services at the kindergarten and primary level in English pursuant to the *Programme de formation de l'école québécoise* as set by the Ministère de l'Éducation et Enseignement Supérieur. The language of instruction is English. The school year begins on August 26, 2019 and ends June 23, 2020.
2. The establishment commits to offer to the student, at the request of the parents, Jewish studies which form an integral part of its educational program.
3. The establishment commits to provide the parents a copy of this contract prior to the beginning of the school year. It also commits to provide the parents, at the beginning of the school year, with a copy of the regulations of the school, the calendar of activities, the name of the student's teacher if the student is in kindergarten or primary level, or in the other cases, the names of all of the student's teachers as well as the name of his/her responsible person, if applicable.
4. The parents commit to pay to the establishment the fees to this contract by respecting the payment schedule. They also commit to take notice of this attached contract and to ensure that the student respects the general rules of the establishment.
5. The parents commit to collaborate with the fundraising office of the establishment and to participate with the volunteering activities organized by the establishment.
6. The parents accept to follow the recommendations of the establishment in providing pedagogical or psychological support for the student, particularly in facilitating the integration of a student coming from another school.
7. The establishment may refuse admission or readmission to a student who does not respect, or whose parents do not respect, the rules and regulations outlined in the contract and the Handbook of Information, Policies and Regulations (2019-20). It may also refuse the readmission of a student who no longer fulfills or complies with the eligibility criteria.
8. The parties (parents) solitarily agree to pay all monies due to the establishment for the school fees detailed below:

### 9. Financial Terms:

#### 9.1 Obligatory Fees

Registration fees	\$ 200
Tuition fees	<u>\$ 3,300</u>
<b>TOTAL:</b>	<b>\$ 3,500</b>

#### 9.2 Optional Fees

Contribution to Home & School Association ( <i>per family</i> )	\$ 50
Contribution to the building fund ( <i>Based on a total contribution per family of \$1,800</i> )	\$ 360
Workbook and class photo fee (Primary 1-6) ( <i>per student</i> )	\$ 115
Class Photo Fee ( <i>Kindergarten, per student</i> )	\$ 25

<input type="checkbox"/> Registration to Jewish studies ( <i>tick off if instruction is requested</i> )	
Kindergarten	\$ 6,500
Primary 1-6	\$ 7,500

#### 9.3 Optional fees for additional services (*tick off the requested services*)

<input type="checkbox"/> Extended Day Kindergarten to Grade 6	\$ _____
---	----------

#### Option 1 4:15 PM – 5:15 PM

- |  |                                     |                                    |
|--|-------------------------------------|------------------------------------|
| <input type="checkbox"/> 4 days/week = \$750 | <input type="checkbox"/> Mondays    | <input type="checkbox"/> Tuesdays  |
| <input type="checkbox"/> 3 days/week = \$600 | <input type="checkbox"/> Wednesdays | <input type="checkbox"/> Thursdays |
| <input type="checkbox"/> 2 days/week = \$400 |                                     |                                    |
| <input type="checkbox"/> 1 day/week = \$200  |                                     |                                    |

#### Option 2 4:15 PM – 6:00 PM

- |   |                                     |                                    |
|---|-------------------------------------|------------------------------------|
| <input type="checkbox"/> 4 days/week = \$1500 | <input type="checkbox"/> Mondays    | <input type="checkbox"/> Tuesdays  |
| <input type="checkbox"/> 3 days/week = \$1200 | <input type="checkbox"/> Wednesdays | <input type="checkbox"/> Thursdays |
| <input type="checkbox"/> 2 days/week = \$800  |                                     |                                    |
| <input type="checkbox"/> 1 day/week = \$400   |                                     |                                    |

**TOTAL: \$ \_\_\_\_\_**

**10. The sections of the Loi sur l'enseignement privé that follow are an integral part of this contract:**

70. No institution may require payment from a client before performance of its obligation has begun, except for the payment of an admission or enrolment fee not in excess of the amount determined in accordance with the regulations of the Minister.

No institution may require payment of the client's obligation, or balance thereof if admission or enrolment fees have been paid, in less than two reasonably equal instalments. The dates on which the instalments become due must be fixed in such a way that they fall approximately at the beginning of each half of the duration, calculated in months, lessons or credits, of the educational services for which the student is enrolled.

71. The client may, at any time and at his discretion, cancel the contract by giving notice to that effect by registered mail. The contract shall be cancelled by operation of law from the receipt of the notice.

72. If the client cancels the contract before the provision of services has begun, the institution cannot demand compensation in excess of the amount obtained by subtracting the admission or enrolment fees from the lesser of the following two amounts: the maximum amount determined in accordance with the regulations of the Minister, and an amount representing not more than 1/10 of the total price agreed upon for the services.

73. If the client cancels the contract after the provision of services has begun, the institution may demand only the following amounts from the client:

73.1) The price of the services provided calculated in months, lessons, or credits as specified in the contract;

73.2) as penalty, the amount obtained by subtracting the admission or enrolment fees from the lesser of the following two amounts: the maximum amount determined in accordance with the regulations of the Minister, and an amount representing not more than 1/10 of the total price agreed upon for the services.

74. In the ten days following the cancellation of the contract, the institution must return to the client the amounts it has received in excess of those to which it is entitled.

75. The client may demand that the contract be annulled if he becomes aware that the student was admitted to the educational services concerned in contravention of the provisions governing admission to those services.

76. No person may depart from the provisions of this chapter by means of an agreement which provides otherwise.

Furthermore, no client may waive a right conferred on him by this chapter.

**11. Medical authorizations:**

The parents that cannot be reached to give their consent authorizes the establishment, in the case of an illness or accident regarding the student, to provide the student with adequate treatment.

The parents commit to, in the case of an allergy to the student, respect the protocol of dealing with allergies established by the establishment.

The parents commit to, in the case of a chronic illness, provide the establishment with an emergency medical intervention plan, signed by a doctor.

The parents commit to inform the establishment of an allergy or chronic illness that may happen during the school year or may be pre-existing before the start of the year.

**12.** The parents authorize the student to participate in all educational outings anticipated as part of the educational services.

**13.** Notwithstanding the provision of « la loi sur l'accès aux documents des organismes publics et sur la protection des renseignements personnels » the Parent(s)/guardians(s) authorize the divulgence of the following nominative information for the constitution of class lists and family lists destined to serve Les Écoles juives populaires et les Écoles Peretz inc and the Jewish Community- namely last name, first name, address, emails and telephone number of students(s) and Parents/Guardians, birthdates, and permanent code of students.

**14.** The establishment commits to not deed or sell this contract.

Accepted and signed in Côte St-Luc

\_\_\_\_\_ (Date)

Parent(s)/Guardian(s)

\_\_\_\_\_  
(Signature)

Les Écoles juives populaires et les Écoles Peretz inc

\_\_\_\_\_  
Betina Shadowitz  
Director of Finance



2019-20

**EDUCATIONAL SERVICE CONTRACT**  
SECONDARY - ENGLISH SECTOR

BETWEEN

**Les Écoles juives populaires et les Écoles Peretz inc.**  
(hereafter indicated as "establishment"), a corporation duly constituted,  
holding a private school permit issued by virtue of the Loi sur l'enseignement privé,  
and having its office at 6500 Kildare, Côte Saint-Luc, Québec H4W 3B8

AND

[Empty dashed box for signature]

(Parent(s)/Guardians(s)) hereinafter known as "parent"  
with parental responsibility for:

[Empty dashed box for signature]

## Terms and Conditions

1. The establishment commits to offer educational services at the secondary level in English pursuant to the *Programme de formation de l'école québécoise* as set by the Ministère de l'Éducation et Enseignement Supérieur. The language of instruction is English. The school year begins on August 26, 2019 and ends June 23, 2020.
2. The establishment commits to offer to the student, at the request of the parents, Jewish studies which form an integral part of its educational program.
3. The establishment commits to provide the parents a copy of this contract prior to the beginning of the school year. It also commits to provide the parents, at the beginning of the school year, with a copy of the regulations of the school, the calendar of activities, the name of the student's teacher if the student is in secondary, or in the other cases, the names of all of the student's teachers as well as the name of his/her responsible person, if applicable.
4. The parents commit to pay to the establishment the fees to this contract by respecting the payment schedule. They also commit to take notice of this attached contract and to ensure that the student respects the general rules of the establishment.
5. The parents commit to collaborate with the fundraising office of the establishment and to participate with the volunteering activities organized by the establishment.
6. The parents accept to follow the recommendations of the establishment in providing pedagogical or psychological support for the student, particularly in facilitating the integration of a student coming from another school.
7. The establishment may refuse admission or readmission to a student who does not respect, or whose parents do not respect, the rules and regulations outlined in the contract and the Handbook of Information, Policies and Regulations (2019-20). It may also refuse the readmission of a student who no longer fulfills or complies with the eligibility criteria.
8. The parties (parents) solitarily agree to pay all monies due to the establishment for the school fees detailed below:

### 9. Financial Terms:

#### 9.1 Obligatory Fees

Registration fees	\$ 200
Tuition fees	\$ 3,300
<b>TOTAL:</b>	<b>\$ 3,500</b>

#### 9.2 Optional Fees

Contribution to Home & School Association / Free Dress Day ( <i>per family</i> )	\$ 50
Contribution to the building fund ( <i>Based on a total contribution per family of \$1,800</i> )	\$ 360
<input type="checkbox"/> Registration to Jewish studies ( <i>tick off if instruction is requested</i> ) Bialik High School Secondary I-V	\$ 10,700

#### 9.3 Optional fees for additional services

(*tick off the requested services*):

<input type="checkbox"/> School Bus from Dollard des Ormeaux	\$ 1,300
--	----------

**TOTAL:** \$ \_\_\_\_\_

**10. The sections of the Loi sur l'enseignement privé that follow are an integral part of this contract:**

70. No institution may require payment from a client before performance of its obligation has begun, except for the payment of an admission or enrolment fee not in excess of the amount determined in accordance with the regulations of the Minister.

No institution may require payment of the client's obligation, or balance thereof if admission or enrolment fees have been paid, in less than two reasonably equal instalments. The dates on which the instalments become due must be fixed in such a way that they fall approximately at the beginning of each half of the duration, calculated in months, lessons or credits, of the educational services for which the student is enrolled.

71. The client may, at any time and at his discretion, cancel the contract by giving notice to that effect by registered mail. The contract shall be cancelled by operation of law from the receipt of the notice.

72. If the client cancels the contract before the provision of services has begun, the institution cannot demand compensation in excess of the amount obtained by subtracting the admission or enrolment fees from the lesser of the following two amounts: the maximum amount determined in accordance with the regulations of the Minister, and an amount representing not more than 1/10 of the total price agreed upon for the services.

73. If the client cancels the contract after the provision of services has begun, the institution may demand only the following amounts from the client:

73.1) The price of the services provided calculated in months, lessons, or credits as specified in the contract;

73.2) as penalty, the amount obtained by subtracting the admission or enrolment fees from the lesser of the following two amounts: the maximum amount determined in accordance with the regulations of the Minister, and an amount representing not more than 1/10 of the total price agreed upon for the services.

74. In the ten days following the cancellation of the contract, the institution must return to the client the amounts it has received in excess of those to which it is entitled.

75. The client may demand that the contract be annulled if he becomes aware that the student was admitted to the educational services concerned in contravention of the provisions governing admission to those services.

76. No person may depart from the provisions of this chapter by means of an agreement which provides otherwise.

Furthermore, no client may waive a right conferred on him by this chapter.

**11. Medical authorizations:**

The parents that cannot be reached to give their consent authorizes the establishment, in the case of an illness or accident regarding the student, to provide the student with adequate treatment.

The parents commit to, in the case of an allergy to the student, respect the protocol of dealing with allergies established by the establishment.

The parents commit to, in the case of a chronic illness, provide the establishment with an emergency medical intervention plan, signed by a doctor.

The parents commit to inform the establishment of an allergy or chronic illness that may happen during the school year or may be pre-existing before the start of the year.

**12.** The parents authorize the student to participate in all educational outings anticipated as part of the educational services.

**13.** Notwithstanding the provision of « la loi sur l'accès aux documents des organismes publics et sur la protection des renseignements personnels » the Parent(s)/guardians(s) authorize the divulgence of the following nominative information for the constitution of class lists and family lists destined to serve Les Écoles juives populaires et les Écoles Peretz inc and the Jewish Community- namely last name, first name, address, emails and telephone number of students(s) and Parents/Guardians, birthdates, and permanent code of students.

**14.** The establishment commits to not deed or sell this contract.

Accepted and signed in Côte St-Luc

\_\_\_\_\_ (Date)

Parent(s)/Guardian(s)

\_\_\_\_\_  
(Signature)

Les Écoles juives populaires et les Écoles Peretz inc

\_\_\_\_\_  
Betina Shadowitz  
Director of Finance

CANADA  
Province of Quebec  
District of Longueuil

S U P E R I O R C O U R T  
( C l a s s a c t i o n s )

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N° 505-06-000023-205

STÉPHANIE BERNIER

AND

PIERRE-ANDRÉ FOURNIER

Plaintiffs

-VS.-

COLLÈGE CHARLES-LEMOYNE DE  
LONGUEUIL INC. ET AL

Defendants

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AFFIDAVIT OF MARNIE STEIN

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1. I am Co-Head of School of JPPS Bialik, 6502, chemin Kildare, Côte Saint-Luc, Québec, H4W 3B8 (hereinafter the “**School**”), which is a private school in Montreal and a non-profit organization within the definition of the *Act Respecting Private Education* (R.S.Q., c. E-9.1);
2. As appears from the educational services contracts (for primary and high school levels) for the school year 2019-2020, a copy of which is communicated herewith as **Exhibit R-1** (the “**Contract**”), which is signed by parents for each student attending the School, the School undertakes to provide its students with educational services at the primary and high school levels, in accordance with the education program set by the *Ministère de l’Éducation du Québec* (the “**MEQ**”) for the school year in question;



3. Moreover, as appears from the Contract, the School offers its students Jewish studies, which form part of the academic curriculum offered by the School for the year;
4. The curriculum for the Jewish studies segment is not regulated by the MEQ and is left up to the entire discretion of the School, to be determined by the School for each grade for the upcoming school year;
5. As appears from the Contract, the fees to be paid by the parents to the School for the upcoming school year are essentially divided as follows :
  - i. Tuition fees;
  - ii. Fees for Jewish studies;
  - iii. Miscellaneous fees for example for registration, parent association, building fund and class photos;
  - iv. Optional fees, such as daily hot lunch, after school supervision and for lunch/after school activities;
6. In the context of providing the students with the curriculum imposed by the MEQ for the upcoming school year for their respective grades, the School offers a program which is fluid, flexible and adaptive, and involves a mix of in person teaching, homework, various creative learning projects (to be done in groups or individually) and interactive technological learning tools and activities;
7. The program offered by the School is not “set in stone” for any given day, but fluid and flexible to adapt to the students (individually and/or as a group) or unforeseen events, and to make sure the curriculum required by the MEQ is properly deployed and reviewed by the students over the school year;
8. Throughout the school year, the teachers periodically evaluate the students in different ways, to make sure that by the end of the school year, they have

reviewed the curriculum required by the MEQ and are qualified to graduate to the next grade, in accordance with the standards set by the MEQ;


9. On March 13, 2020, in response to the COVID-19 pandemic and by order in council 177-2020, the Government of Quebec issued an immediate closure order for all schools in Quebec;
10. The School (as all other schools in Quebec) was therefore not allowed to receive its students "in person";
11. In effect, the closure order issued by the Government of Quebec lasted until the end of the school year;
12. The School immediately undertook the necessary steps to implement online schooling for all of its students;
13. To do so required the staff to quickly reorganize its typical methodology to make sure that the students had access to the necessary school materials online and were able to attend interactive daily online classes;
14. A daily schedule was elaborated for each grade by the School, as a result of efforts of management, teachers and staff working together, and communicated to the students and parents;
15. An online platform via which the students would have access to the necessary school materials for their online classes and communicate with the teachers was set up and refreshed daily or sometimes multiple times a day;
16. The School management would regularly discuss with the teachers to make sure the students were actively participating to the online classes and that their progression was adequately monitored in the circumstances;
17. In its communications with the schools after the March 13, 2020 order in council, the MEQ advised as follows :


- i. Encouraging schools to transition to online schooling;
  - ii. The schools were asked to review their respective academic curriculums to make sure that (i) the topics already taught earlier in the year were reinforced with the students; and (ii) they focused on the essential subject matters, namely (as specifically identified by the MEQ) languages, mathematics, history and science);
  - iii. As of March 30, 2020, the MEQ would make academic materials available for all students in Quebec, via the internet or Tele-Quebec;
  - iv. The government exams were cancelled for the current school year;
  - v. The decision to have a child graduate to the next grade would be based upon the professional judgment of the teachers;
  - vi. The end of year report card would reflect pass or fail grades for the different subject matters;
  - vii. The school year would not be extended beyond June 2020;
18. Within the MEQ guidelines mentioned above, the School set up daily classes via an online video platform for its students;
  19. The online platform permitted the teachers to interact with the students regularly and make sure they had, in these exceptional circumstances, all the necessary materials and support;
  20. From March to June 2020 (the “**Covid Period**”), the School was therefore able to provide the students with the required curriculum, in accordance with the guidelines issued by the MEQ within that period of time, as well as to provide the students, on a weekly basis, with Jewish studies;
  21. In spite of the multiple, exceptional and novel challenges faced by the School as a result of the COVID-19 pandemic, the transition to online learning, within such

a short period of time and for the duration of the Covid Period, required the School to pivot quickly, elaborate strategies with the teaching staff, train the teaching staff in respect of and set up the required technological infrastructure to make sure online classes were accessible, efficient and that the students could easily access the required academic materials online (in addition to the unforeseen expenses associated with this quick and important transition);

22. Throughout the Covid Period, the School would regularly communicate with parents via newsletters or other means informing and updating them as to the measures put in place regarding the curriculum and online schooling;
23. The School did reimburse the parents the unused portion of the optional fees (mentioned above) for the school year 2019-2020;
24. For the 2019-2020 school year, 95 students benefited from a subsidy or financial aid from the School or a community program in average of \$5,825 per student;
25. All the facts alleged in this affidavit are true.

AFFIRMED BEFORE ME at the City of  
Montreal, in the Province of Quebec, this  
11<sup>th</sup> day of January, 2021.

 #167833  
\_\_\_\_\_  
Commissioner for taking oaths  
for Province of Quebec

  
\_\_\_\_\_  
Marnie Stein

**PIÈCE R-1**



2019-20

**EDUCATIONAL SERVICE CONTRACT**  
KINDERGARTEN AND PRIMARY  
ENGLISH SECTOR

BETWEEN

**Les Écoles juives populaires et les Écoles Peretz inc.**  
(hereafter indicated as "establishment"), a corporation duly constituted,  
holding a private school permit issued by virtue of the Loi sur l'enseignement privé,  
and having its office at 6500 Kildare, Côte Saint-Luc, Québec H4W 3B8

AND

(Parent(s)/Guardians(s)) hereinafter known as "parent"  
with parental responsibility for:

## Terms and Conditions

1. The establishment commits to offer educational services at the kindergarten and primary level in English pursuant to the *Programme de formation de l'école québécoise* as set by the Ministère de l'Éducation et Enseignement Supérieur. The language of instruction is English. The school year begins on August 26, 2019 and ends June 23, 2020.
2. The establishment commits to offer to the student, at the request of the parents, Jewish studies which form an integral part of its educational program.
3. The establishment commits to provide the parents a copy of this contract prior to the beginning of the school year. It also commits to provide the parents, at the beginning of the school year, with a copy of the regulations of the school, the calendar of activities, the name of the student's teacher if the student is in kindergarten or primary level, or in the other cases, the names of all of the student's teachers as well as the name of his/her responsible person, if applicable.
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8. The parties (parents) solitarily agree to pay all monies due to the establishment for the school fees detailed below:

### 9. Financial Terms:

#### 9.1 Obligatory Fees

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Tuition fees	<u>\$ 3,300</u>
<b>TOTAL:</b>	<b>\$ 3,500</b>

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Contribution to the building fund ( <i>Based on a total contribution per family of \$1,800</i> )	\$ 360
Workbook and class photo fee (Primary 1-6) ( <i>per student</i> )	\$ 115
Class Photo Fee ( <i>Kindergarten, per student</i> )	\$ 25

<input type="checkbox"/> Registration to Jewish studies ( <i>tick off if instruction is requested</i> )	
Kindergarten	\$ 6,500
Primary 1-6	\$ 7,500

#### 9.3 Optional fees for additional services (*tick off the requested services*)

<input type="checkbox"/> Extended Day Kindergarten to Grade 6	\$ _____
---	----------

#### Option 1 4:15 PM – 5:15 PM

- 4 days/week = \$750  
 3 days/week = \$600  
 2 days/week = \$400  
 1 day/week = \$200  
 Mondays       Tuesdays  
 Wednesdays     Thursdays

#### Option 2 4:15 PM – 6:00 PM

- 4 days/week = \$1500  
 3 days/week = \$1200  
 2 days/week = \$800  
 1 day/week = \$400  
 Mondays       Tuesdays  
 Wednesdays     Thursdays

**TOTAL: \$ \_\_\_\_\_**

**10. The sections of the Loi sur l'enseignement privé that follow are an integral part of this contract:**

70. No institution may require payment from a client before performance of its obligation has begun, except for the payment of an admission or enrolment fee not in excess of the amount determined in accordance with the regulations of the Minister.

No institution may require payment of the client's obligation, or balance thereof if admission or enrolment fees have been paid, in less than two reasonably equal instalments. The dates on which the instalments become due must be fixed in such a way that they fall approximately at the beginning of each half of the duration, calculated in months, lessons or credits, of the educational services for which the student is enrolled.

71. The client may, at any time and at his discretion, cancel the contract by giving notice to that effect by registered mail. The contract shall be cancelled by operation of law from the receipt of the notice.

72. If the client cancels the contract before the provision of services has begun, the institution cannot demand compensation in excess of the amount obtained by subtracting the admission or enrolment fees from the lesser of the following two amounts: the maximum amount determined in accordance with the regulations of the Minister, and an amount representing not more than 1/10 of the total price agreed upon for the services.

73. If the client cancels the contract after the provision of services has begun, the institution may demand only the following amounts from the client:

73.1) The price of the services provided calculated in months, lessons, or credits as specified in the contract;

73.2) as penalty, the amount obtained by subtracting the admission or enrolment fees from the lesser of the following two amounts: the maximum amount determined in accordance with the regulations of the Minister, and an amount representing not more than 1/10 of the total price agreed upon for the services.

74. In the ten days following the cancellation of the contract, the institution must return to the client the amounts it has received in excess of those to which it is entitled.

75. The client may demand that the contract be annulled if he becomes aware that the student was admitted to the educational services concerned in contravention of the provisions governing admission to those services.

76. No person may depart from the provisions of this chapter by means of an agreement which provides otherwise.

Furthermore, no client may waive a right conferred on him by this chapter.



**11. Medical authorizations:**

The parents that cannot be reached to give their consent authorizes the establishment, in the case of an illness or accident regarding the student, to provide the student with adequate treatment.

The parents commit to, in the case of an allergy to the student, respect the protocol of dealing with allergies established by the establishment.

The parents commit to, in the case of a chronic illness, provide the establishment with an emergency medical intervention plan, signed by a doctor.

The parents commit to inform the establishment of an allergy or chronic illness that may happen during the school year or may be pre-existing before the start of the year.

**12.** The parents authorize the student to participate in all educational outings anticipated as part of the educational services.

**13.** Notwithstanding the provision of « la loi sur l'accès aux documents des organismes publics et sur la protection des renseignements personnels » the Parent(s)/guardians(s) authorize the divulgence of the following nominative information for the constitution of class lists and family lists destined to serve Les Écoles juives populaires et les Écoles Peretz inc and the Jewish Community- namely last name, first name, address, emails and telephone number of students(s) and Parents/Guardians, birthdates, and permanent code of students.

**14.** The establishment commits to not deed or sell this contract.

Accepted and signed in Côte St-Luc

\_\_\_\_\_ (Date)

Parent(s)/Guardian(s)

\_\_\_\_\_  
(Signature)

Les Écoles juives populaires et les Écoles Peretz inc

\_\_\_\_\_  
Betina Shadowitz  
Director of Finance



2019-20

**EDUCATIONAL SERVICE CONTRACT**  
SECONDARY - ENGLISH SECTOR

BETWEEN

**Les Écoles juives populaires et les Écoles Peretz inc.**  
(hereafter indicated as "establishment"), a corporation duly constituted,  
holding a private school permit issued by virtue of the Loi sur l'enseignement privé,  
and having its office at 6500 Kildare, Côte Saint-Luc, Québec H4W 3B8

AND

[Empty dashed box for signature]

(Parent(s)/Guardians(s)) hereinafter known as "parent"  
with parental responsibility for:

[Empty dashed box for signature]

## Terms and Conditions

1. The establishment commits to offer educational services at the secondary level in English pursuant to the *Programme de formation de l'école québécoise* as set by the Ministère de l'Éducation et Enseignement Supérieur. The language of instruction is English. The school year begins on August 26, 2019 and ends June 23, 2020.
2. The establishment commits to offer to the student, at the request of the parents, Jewish studies which form an integral part of its educational program.
3. The establishment commits to provide the parents a copy of this contract prior to the beginning of the school year. It also commits to provide the parents, at the beginning of the school year, with a copy of the regulations of the school, the calendar of activities, the name of the student's teacher if the student is in secondary, or in the other cases, the names of all of the student's teachers as well as the name of his/her responsible person, if applicable.
4. The parents commit to pay to the establishment the fees to this contract by respecting the payment schedule. They also commit to take notice of this attached contract and to ensure that the student respects the general rules of the establishment.
5. The parents commit to collaborate with the fundraising office of the establishment and to participate with the volunteering activities organized by the establishment.
6. The parents accept to follow the recommendations of the establishment in providing pedagogical or psychological support for the student, particularly in facilitating the integration of a student coming from another school.
7. The establishment may refuse admission or readmission to a student who does not respect, or whose parents do not respect, the rules and regulations outlined in the contract and the Handbook of Information, Policies and Regulations (2019-20). It may also refuse the readmission of a student who no longer fulfills or complies with the eligibility criteria.
8. The parties (parents) solitarily agree to pay all monies due to the establishment for the school fees detailed below:

### 9. Financial Terms:

#### 9.1 Obligatory Fees

Registration fees	\$ 200
Tuition fees	\$ 3,300
<b>TOTAL:</b>	<b>\$ 3,500</b>

#### 9.2 Optional Fees

Contribution to Home & School Association / Free Dress Day ( <i>per family</i> )	\$ 50
Contribution to the building fund ( <i>Based on a total contribution per family of \$1,800</i> )	\$ 360
<input type="checkbox"/> Registration to Jewish studies ( <i>tick off if instruction is requested</i> ) Bialik High School Secondary I-V	\$ 10,700

#### 9.3 Optional fees for additional services

(*tick off the requested services*):

<input type="checkbox"/> School Bus from Dollard des Ormeaux	\$ 1,300
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**TOTAL:** \$ \_\_\_\_\_

**10. The sections of the Loi sur l'enseignement privé that follow are an integral part of this contract:**

70. No institution may require payment from a client before performance of its obligation has begun, except for the payment of an admission or enrolment fee not in excess of the amount determined in accordance with the regulations of the Minister.

No institution may require payment of the client's obligation, or balance thereof if admission or enrolment fees have been paid, in less than two reasonably equal instalments. The dates on which the instalments become due must be fixed in such a way that they fall approximately at the beginning of each half of the duration, calculated in months, lessons or credits, of the educational services for which the student is enrolled.

71. The client may, at any time and at his discretion, cancel the contract by giving notice to that effect by registered mail. The contract shall be cancelled by operation of law from the receipt of the notice.

72. If the client cancels the contract before the provision of services has begun, the institution cannot demand compensation in excess of the amount obtained by subtracting the admission or enrolment fees from the lesser of the following two amounts: the maximum amount determined in accordance with the regulations of the Minister, and an amount representing not more than 1/10 of the total price agreed upon for the services.

73. If the client cancels the contract after the provision of services has begun, the institution may demand only the following amounts from the client:

73.1) The price of the services provided calculated in months, lessons, or credits as specified in the contract;

73.2) as penalty, the amount obtained by subtracting the admission or enrolment fees from the lesser of the following two amounts: the maximum amount determined in accordance with the regulations of the Minister, and an amount representing not more than 1/10 of the total price agreed upon for the services.

74. In the ten days following the cancellation of the contract, the institution must return to the client the amounts it has received in excess of those to which it is entitled.

75. The client may demand that the contract be annulled if he becomes aware that the student was admitted to the educational services concerned in contravention of the provisions governing admission to those services.

76. No person may depart from the provisions of this chapter by means of an agreement which provides otherwise.

Furthermore, no client may waive a right conferred on him by this chapter.

**11. Medical authorizations:**

The parents that cannot be reached to give their consent authorizes the establishment, in the case of an illness or accident regarding the student, to provide the student with adequate treatment.

The parents commit to, in the case of an allergy to the student, respect the protocol of dealing with allergies established by the establishment.

The parents commit to, in the case of a chronic illness, provide the establishment with an emergency medical intervention plan, signed by a doctor.

The parents commit to inform the establishment of an allergy or chronic illness that may happen during the school year or may be pre-existing before the start of the year.

**12.** The parents authorize the student to participate in all educational outings anticipated as part of the educational services.

**13.** Notwithstanding the provision of « la loi sur l'accès aux documents des organismes publics et sur la protection des renseignements personnels » the Parent(s)/guardians(s) authorize the divulgence of the following nominative information for the constitution of class lists and family lists destined to serve Les Écoles juives populaires et les Écoles Peretz inc and the Jewish Community- namely last name, first name, address, emails and telephone number of students(s) and Parents/Guardians, birthdates, and permanent code of students.

**14.** The establishment commits to not deed or sell this contract.

Accepted and signed in Côte St-Luc

\_\_\_\_\_ (Date)

Parent(s)/Guardian(s)

\_\_\_\_\_  
(Signature)

Les Écoles juives populaires et les Écoles Peretz inc

\_\_\_\_\_  
Betina Shadowitz  
Director of Finance

CANADA  
Province of Quebec  
District of Longueuil

S U P E R I O R C O U R T  
( C l a s s a c t i o n s )

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N° 505-06-000023-205

STÉPHANIE BERNIER

AND

PIERRE-ANDRÉ FOURNIER

Plaintiffs

-VS.-

COLLÈGE CHARLES-LEMOYNE DE  
LONGUEUIL INC. ET AL

Defendants

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AFFIDAVIT OF STEVEN ERDELYI

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1. I am the Head of School of Solomon Schechter Academy, 5555, ch. de la Côte-Saint-Luc, Montréal, Québec, H3X 2C9 (hereinafter the “**School**”), which is a private school in Montreal and a non-profit organization within the definition of the *Act Respecting Private Education* (R.S.Q., c. E-9.1);
2. As appears from the educational services contract (for primary level) for the school year 2019-2020, a copy of which is communicated herewith as **Exhibit R-1** (the “**Contract**”), which is signed by parents for each student attending the School, the School undertakes to provide its students with educational services at the primary level, in accordance with the education program set by the *Ministère de l’Éducation du Québec* (the “**MEQ**”) for the school year in question;
3. Moreover, as appears from the Contract, the School offers its students Jewish studies, which form part of the academic curriculum offered by the School for the year;

4. The curriculum for the Jewish studies segment is not regulated by the MEQ and is left up to the entire discretion of the School, to be determined by the School for each grade for the upcoming school year;
5. As appears from the Contract, the fees to be paid by the parents to the School for the upcoming school year are essentially divided as follows :
  - i. Tuition fees;
  - ii. Fees for Jewish studies;
  - iii. Miscellaneous fees for example for registration, home and school, school supplies, class photos and graduation fund;
  - iv. Optional fees, such as extended day and hot lunch;
6. In the context of providing the students with the curriculum imposed by the MEQ for the upcoming school year for their respective grades, the School offers a program which is fluid, flexible and adaptive, and involves a mix of in person teaching, homework, various creative learning projects (to be done in groups or individually) and interactive technological learning tools and activities;
7. The program offered by the School is not “set in stone” for any given day, but fluid and flexible to adapt to the students (individually and/or as a group) or unforeseen events, and to make sure the curriculum required by the MEQ is properly deployed and reviewed by the students over the school year;
8. Throughout the school year, the teachers periodically evaluate the students in different ways, to make sure that by the end of the school year, they have reviewed the curriculum required by the MEQ and are qualified to graduate to the next grade, in accordance with the standards set by the MEQ;
9. On March 13, 2020, in response to the COVID-19 pandemic and by order in council 177-2020, the Government of Quebec issued an immediate closure order for all schools in Quebec;

10. The School (as all other schools in Quebec) was therefore not allowed to receive its students “in person”;
11. In effect, the closure order issued by the Government of Quebec lasted until the end of the school year;
12. The School immediately undertook the necessary steps to implement online schooling for all of its students;
13. To do so required the staff to quickly reorganize its typical methodology to make sure that the students had access to the necessary school materials online and were able to attend interactive daily online classes;
14. A daily schedule was elaborated for each grade and communicated to the students and parents;
15. An online platform via which the students would have access to the necessary school materials for their online classes and communicate with the teachers was set up and refreshed daily or sometimes multiple times a day;
16. The School management would regularly discuss with the teachers to make sure the students were actively participating to the online classes and that their progression was adequately monitored in the circumstances;
17. In its communications with the schools after the March 13, 2020 order in council, the MEQ advised as follows :
  - i. Encouraging schools to transition to online schooling;
  - ii. The schools were asked to review their respective academic curriculums to make sure that (i) the topics already taught earlier in the year were reinforced with the students; and (ii) they focused on the essential subject matters, namely (as specifically identified by the MEQ) languages, mathematics, history and science);



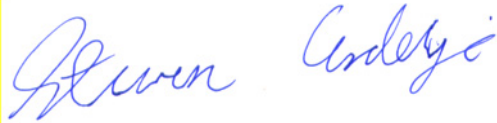
- iii. As of March 30, 2020, the MEQ would make academic materials available for all students in Quebec, via the internet or Tele-Quebec;
  - iv. The government exams were cancelled for the current school year;
  - v. The decision to have a child graduate to the next grade would be based upon the professional judgment of the teachers;
  - vi. The end of year report card would reflect pass or fail grades for the different subject matters;
  - vii. The school year would not be extended beyond June 2020;
18. Within the MEQ guidelines mentioned above, the School set up daily classes via an online video platform for its students;
19. The online platform permitted the teachers to interact with the students regularly and make sure they had, in these exceptional circumstances, all the necessary materials and support;
20. From March to June 2020 (the “**Covid Period**”), the School was therefore able to provide the students with the required curriculum, in accordance with the guidelines issued by the MEQ within that period of time, as well as to provide the students, on a weekly basis, with Jewish studies;
21. In spite of the multiple, exceptional and novel challenges faced by the School as a result of the COVID-19 pandemic, the transition to online learning, within such a short period of time and for the duration of the Covid Period, required the School to pivot quickly, elaborate strategies with the teaching staff, train the teaching staff in respect of and set up the required technological infrastructure to make sure online classes were accessible, efficient and that the students could easily access the required academic materials online (in addition to the unforeseen expenses associated with this quick and important transition);

22. Throughout the Covid Period, the School would regularly communicate with parents via newsletters or other means informing and updating them as to the measures put in place regarding the curriculum and online schooling;
23. The School did reimburse the parents the unused portion of the optional fees (mentioned above) for the school year 2019-2020;
24. For the 2019-2020 school year, 174 students benefited from a subsidy or financial aid from the School or a community program in average of \$2,982 per student;
25. All the facts alleged in this affidavit are true.

AFFIRMED BEFORE ME at the City of  
Montreal, in the Province of Quebec, this  
11th day of January, 2021.

 #167833

Commissioner for taking oaths  
for Province of Quebec



Steven Erdelyi

**PIÈCE R-1**

## *Educational Services Contract for School Year 2019-2020*

**BETWEEN:** l'Académie Solomon Schechter Academy, a corporation duly constituted, being a private school within the definition of the Loi sur l'enseignement privé (1992 L.Q. c.68), and having its principal office at 5555 Cote St. Luc Rd., Montreal, Quebec, H3X 2C9.

(hereinafter indicated by "School")

**AND**

Corrections:

\_\_\_\_\_  
(Parent(s)/Guardian(s)) hereinafter known as "parent" with parental responsibility for:

\_\_\_\_\_  
(Name of student) hereinafter known as "student(s)" domiciled at

\_\_\_\_\_  
(Address)

### **TERMS AND CONDITIONS:**

**1. Responsibilities of the school:**

The school is committed to provide to the student educational services at the kindergarten and primary level in accordance with the program of study set forth for Quebec schools by the the Ministère de l'Éducation et de l'Enseignement supérieur [MEES]; as well as a program of Judaic studies, as **requested by the parent(s)**, and as determined by the school in its program outline. The Judaic studies curriculum forms an integrated part of the school's educational program.

**2. School Regulations:**

The rules and regulations of the school are found in the annual school calendar. The school's Code of Conduct and related protocols pertaining to the expulsion and non-readmission of students, as well as rules and regulations concerning parking and traffic safety are enclosed herewith. The Parent(s)/Guardian(s) acknowledge being made aware of the foregoing codes, protocols, rules, regulations and the like, and agree that they and their child(ren) will be subject to them and abide by these rules.

**3. Language of Instruction:**

The language of instruction in the school's English Section is English, with French and Hebrew taught as second languages.

Students without Law 101 eligibility certificates must attend our Section Française, which is duly recognized as a French elementary school by the the Ministère de l'Éducation et de l'Enseignement supérieur. Students with Law 101 eligibility certificates may register either in the Section Française or the English Section.

**4. Calendar, Teacher Assignments**

The school calendar of events will be mailed to parents in August. Class lists and teacher assignments will be posted on or about **August 23<sup>rd</sup>, 2019**.

**5. Financial Conditions:**

The Parent(s)/Guardian(s) agree to remit to the school the fees and contributions outlined in the following summary:

**A. Secular Education - Compulsory**

The Secular fee is **\$ 3,600 per child for kindergarten through grade six**. The \$ 200 deposit and application fees which were required with your registration are fully credited on the enclosed invoice.

A further fee of \$ 10 is charged for school membership per family. Also, there are Home & School fees of \$ 100 per family, \$ 120 per child for class photos, school supplies and faculty gifts, as well as \$ 350 for grade six students for graduation.

## B. Religious Education

To indicate your wish to enroll your children in the programs of Judaic Studies, you must check the adjacent box.

The fees for Judaic studies are as follows:

- Kindergarten, \$ 6,195;  
 Grades One to Six, \$7,395.

### Payment Options:

#### Option 1 - Post-Dated Cheques

• A series of equal **post-dated cheques** (not more than ten), spaced evenly throughout the 2019-2020 academic year, **made payable to Solomon Schechter Academy**. All cheques must be submitted to the school no later than **August 16, 2019**.

#### Option 2- Pre-Authorized Debit (PAD)

• **Ten** equal consecutive pre-authorized bank withdrawals commencing in September. If you choose this option, please complete and return the PAD form to the school no later than **August 16, 2019**.

#### Option 3- One-Time Payment

• Please make cheque payable to **Solomon Schechter Academy** and return it to the school no later than **August 16, 2019**.

### Other Elective Programs and Contributions

#### C. **Extended Day Programs 4:05 – 5:30 (all grades)**

The Extended Day program fees for children are extra. Check the appropriate box below if you opt for this service. If you are not yet registered, please email Fe Flores at [fflores@solomonschechter.ca](mailto:fflores@solomonschechter.ca).

1 day – \$200     2 days – \$325     3 days – \$450     4 days – \$550     5 days – \$650

#### D. **Hot Lunch**

The school offers hot lunch program through an outside company. The fees are extra and can be purchased on line.

#### E. **Pyscho Educational Testing**

The school provides Psycho Educational Testing through our student services department for an extra fee. For more information, please contact the Director of Student Services.

#### 6. **School Year:**

The 2019-2020 school year will begin on **August 26<sup>th</sup>, 2019** (kindergarten - grade six) and will end on **June 23<sup>rd</sup>, 2020**. The latter date may be extended by one or more days if the school must be closed for one or more days during the school year for reasons beyond the school's control.

#### 7. **Use of Nominal Information:**

Notwithstanding the provision of "la loi sur l'accès aux documents des organismes publics et sur la protection des renseignements personnels" the Parent(s) /Guardian(s) authorize the divulgence of the following nominative information for the constitution of class lists and family lists destined to serve the Solomon Schechter Academy and the Jewish Community, - namely last name, first name, address, emails and telephone number of student(s) and Parents/Guardians, birthdates, and permanent code of students.

#### 8. **Copy of Contract:**

The Parent(s)/Guardian(s) acknowledge having received a copy of this contract prior to receiving the educational services for the school year 2019-2020.

The parties hereto have requested that the present form be drafted in the English language.

**9. Articles of the Private Education Act Forming Part of This Contract:**

The following articles from the Private Education Act form an integrated part of the present contract:

**70.** *No institution may require payment from a client before performance of its obligation has begun, except for the payment of an admission or enrollment fee not in excess of the amount determined in accordance with the regulations of the Minister.*

*No institution may require payment of the client's obligation, or balance thereof if admission or enrollment fees have been paid, in less than two reasonably equal installments. The dates on which the installments become due must be fixed in such a way that they fall approximately at the beginning of each half of the duration, calculated in months, lessons or credits, of the educational services for which the student is enrolled.*

**71.** *The client may, at any time and at his discretion, cancel the contract by giving notice to that effect by registered mail. The contract shall be cancelled by operation of law from the receipt of the notice.*

**72.** *If the client cancels the contract before the provision of services has begun, the institution cannot demand compensation in excess of the amount obtained by subtracting the admission or enrollment fees from the lesser of the following two amounts: the maximum amount determined in accordance with the regulations of the Minister, and an amount representing not more than 1/10 of the total price agreed upon for the services.*

**73.** *If the client cancels the contract after the provision of services has begun, the institution may demand only the following amounts from the client:*

- 1) the price of the services provided calculated in months, lessons, or credits as specified in the contract;*
- 2) as penalty, the amount obtained by subtracting the admission or enrollment fees from the lesser of the following two amounts: the maximum amount determined in accordance with the regulations of the Minister, and an amount representing not more than 1/10 of the total price agreed upon for the services.*

**74.** *In the ten days following the cancellation of the contract, the institution must return to the client the amounts it has received in excess of those to which it is entitled.*

**75.** *The client may demand that the contract be annulled if he becomes aware that the student was admitted to the educational services concerned in contravention of the provisions governing admission to those services.*

**76.** *No person may depart from the provisions of this chapter by means of an agreement which provides otherwise. Furthermore, no client may waive a right conferred on him by this chapter.*

**10. Non-transferrable Contract:**

The school may not assign or sell this contract.

**AGREED TO AND SIGNED IN MONTREAL:** \_\_\_\_\_  
(Date)

**Parent(s)/Guardian(s)**

**l'Académie Solomon Schechter Academy**

\_\_\_\_\_  
(Signature)

per \_\_\_\_\_  
Steven Erdelyi,  
Head of School

CANADA  
Province of Quebec  
District of Longueuil

S U P E R I O R C O U R T  
( C l a s s a c t i o n s )

---

N° 505-06-000023-205

STÉPHANIE BERNIER

AND

PIERRE-ANDRÉ FOURNIER

Plaintiffs

-VS.-

COLLÈGE CHARLES-LEMOYNE DE  
LONGUEUIL INC. ET AL

Defendants

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AFFIDAVIT OF MICHELLE TOLEDANO

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1. I, Michelle Toledano, am the Head of School of United Talmud Torah of Montréal Inc., 5475, avenue Mountain Sights, Montréal, QC H3W 2Y8 (hereinafter the “**School**”), which is a private school in Montreal and a non-profit organization within the definition of the *Act Respecting Private Education* (R.S.Q., c. E-9.1);
2. As appears from the educational services contract (for primary and high school level) for the school year 2019-2020, a copy of which is communicated herewith as **Exhibit R-1** (the “**Contract**”), which is signed by parents for each student attending the School, the School undertakes to provide its students with educational services at the primary and high school levels, in accordance with the education program set by the *Ministère de l’Éducation du Québec* (the “**MEQ**”) for the school year in question;

3. Moreover, as appears from the Contract, the School offers its students Jewish studies, which form part of the academic curriculum offered by the School for the year;
4. The curriculum for the Jewish studies segment is not regulated by the MEQ and is left up to the entire discretion of the School, to be determined by the School for each grade for the upcoming school year;
5. As appears from the Contract, the fees to be paid by the parents to the School for the upcoming school year are essentially divided as follows :
  - i. Tuition fees;
  - ii. Fees for Jewish studies;
  - iii. Miscellaneous fees for example for home and school and various school funds (technology, security, building);
  - iv. Optional fees, such as daily hot lunch, after school supervision and for lunch/after school activities;
6. In the context of providing the students with the curriculum imposed by the MEQ for the upcoming school year for their respective grades, the School offers a program which is fluid, flexible and adaptive, and involves a mix of in person teaching, homework, various creative learning projects (to be done in groups or individually) and interactive technological learning tools and activities;
7. The program offered by the School is not “set in stone” for any given day, but fluid and flexible to adapt to the students (individually and/or as a group) or unforeseen events, and to make sure the curriculum required by the MEQ is properly deployed and reviewed by the students over the school year;
8. Throughout the school year, the teachers periodically evaluate the students in different ways, to make sure that by the end of the school year, they have



reviewed the curriculum required by the MEQ and are qualified to graduate to the next grade, in accordance with the standards set by the MEQ;

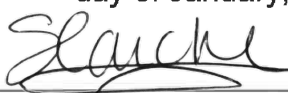
9. On March 13, 2020, in response to the COVID-19 pandemic and by order in council 177-2020, the Government of Quebec issued an immediate closure order for all schools in Quebec;
10. The School (as all other schools in Quebec) was therefore not allowed to receive its students "in person";
11. In effect, the closure order issued by the Government of Quebec lasted until the end of the school year;
12. The School immediately undertook the necessary steps to implement online schooling for all of its students;
13. To do so required the staff to quickly reorganize its typical methodology to make sure that the students had access to the necessary school materials online and were able to attend interactive daily online classes;
14. A daily schedule was elaborated for each grade and communicated to the students and parents;
15. An online platform via which the students would have access to the necessary school materials for their online classes and communicate with the teachers was set up and refreshed daily or sometimes multiple times a day;
16. The School management would regularly discuss with the teachers to make sure the students were actively participating to the online classes and that their progression was adequately monitored in the circumstances;
17. In its communications with the schools after the March 13, 2020 order in council, the MEQ advised as follows :
  - i. Encouraging schools to transition to online schooling;

- ii. The schools were asked to review their respective academic curriculums to make sure that (i) the topics already taught earlier in the year were reinforced with the students; and (ii) they focused on the essential subject matters, namely (as specifically identified by the MEQ) languages, mathematics, history and science);
  - iii. As of March 30, 2020, the MEQ would make academic materials available for all students in Quebec, via the internet or Tele-Quebec;
  - iv. The government exams were cancelled for the current school year;
  - v. The decision to have a child graduate to the next grade would be based upon the professional judgment of the teachers;
  - vi. The end of year report card would reflect pass or fail grades for the different subject matters;
  - vii. The school year would not be extended beyond June 2020;
18. Within the MEQ guidelines mentioned above, the School set up daily classes via an online video platform for its students;
19. The online platform permitted the teachers to interact with the students regularly and make sure they had, in these exceptional circumstances, all the necessary materials and support;
20. From March to June 2020 (the “**Covid Period**”), the School was therefore able to provide the students with the required curriculum, in accordance with the guidelines issued by the MEQ within that period of time, as well as to provide the students, on a weekly basis, with Jewish studies;
21. In spite of the multiple, exceptional and novel challenges faced by the School as a result of the COVID-19 pandemic, the transition to online learning, within such a short period of time and for the duration of the Covid Period, required the School to pivot quickly, elaborate strategies with the teaching staff, train the

teaching staff in respect of and set up the required technological infrastructure to make sure online classes were accessible, efficient and that the students could easily access the required academic materials online (in addition to the unforeseen expenses associated with this quick and important transition);

22. Throughout the Covid Period, the School would regularly communicate with parents via newsletters or other means informing and updating them as to the measures put in place regarding the curriculum and online schooling;
23. The School did reimburse the parents the unused portion of the optional fees (mentioned above) for the school year 2019-2020;
24. For the 2019-2020 school year, 199 students benefited from a subsidy or financial aid from the School or a community program in average of \$5,253 per student;
25. All the facts alleged in this affidavit are true.

AFFIRMED BEFORE ME at the City of  
Montreal, in the Province of Quebec, this  
11th day of January, 2021.

 #167 833

Commissioner for taking oaths  
for Province of Quebec



Michelle Toledano



**PIÈCE R-1**  
**(en liasse)**

## EDUCATIONAL SERVICE CONTRACT 2020-2021 PRESCHOOL AND ELEMENTARY

**BETWEEN:** **UNITED TALMUD TORAHS OF MONTREAL INC.**, a corporation duly constituted, doing business under **Les écoles Azrieli Talmud Torah | Herzliah**, a private school within the definition of the Loi sur l'enseignement privé 1992 L.Q. c68) and having its principal office at 5475, Mountain Sights Avenue, Montreal, Quebec, H3W 2Y8  
 (hereinafter indicated by "School")

**AND:**

(hereinafter indicated by "Parent/Guardian") of the student in  
**Les écoles Azrieli Talmud Torah | Herzliah, Campus Beutel, English Section School Code: 464-504**

**TERMS AND CONDITIONS:**

- 1) Responsibilities of the School:
  - a) The School is committed to provide the student with educational services at the preschool or elementary level pursuant to the Quebec Education Program as set by the Ministère de l'Éducation et de l'Enseignement Supérieur (MEES).
  - b) The school commits to offer the student, at the request of the parent, Jewish Studies which form an integral part of its educational program.
- 2) School Regulations:  
 The Parent/Guardian acknowledges being made aware of the rules and policies of the School and agrees that the Student shall be subject to them. The Parent/Guardian acknowledges having received a copy of these rules and policies.
- 3) Language of Instruction:  
 The languages of instruction are English and French
- 4) School fees 2020-2021:
  - (a) The Parent/Guardian agrees to pay the school registration fees of \$200.00(included in the school fees).
  - (b) The Parents/Guardian agrees to pay all the obligatory school fees listed below (including the Jewish studies tuition if service is requested).

TUITION FEES	
GRADE	TUITION FEES
PRESCHOOL 5 YEARS (KINDERGARTEN)	\$3,500
GR. 1 – GR. 6	\$3,500
ADDITIONAL FEES	
<b>FEES FOR JEWISH STUDIES:</b> Please check if the service is requested: <input type="checkbox"/>	\$6,350 (Kindergarten) \$7,850 (Grade 1 to 6)
<b>ELEMENTARY HOME &amp; SCHOOL ASSOCIATION FEE</b>	\$25 per child
<b>FEES FOR SECURITY AND TECHNOLOGY</b>	\$200 per child
<b>FUNDRAISING DEPOSIT</b>	Deposit of \$450 per child (reimbursable to parents after fundraising for an equivalent amount )
<b>BUILDING FUNDS</b>	\$375 per family, payable the first 4 years (Total \$1,500)

- 5) Payment methods:  
 The Parent/Guardian agrees to pay the school fees as agreed with the school. Any payment by cheque must be payable to **Les écoles Azrieli Schools**. In the event that the government authorities declare a state of emergency that directly affects the school activities of the establishment, the latter will continue to provide educational services in forms compatible and consistent with those recommended and authorized by the MEES, depending on the circumstances. The same is true for **optional** services, where possible. In such a situation, the costs provided for in the contract in payment for educational services are maintained, as are those provided for in payment for **optional** services continuing to be offered.
- 6) School Year:

The School year begins on August 27<sup>th</sup>, 2020 and ends on June 23<sup>rd</sup>, 2021.

- 7) Copy of Contract:  
The Parent/Guardian acknowledges having received a copy of this contract prior to receiving the educational services for the school year 2020-2021.
- 8) The present contract is subject to the following dispositions of the Private Educational Act:  
**Articles 70, 71, 72, 73, 74, 75**
- Art. 70 No institution may require payment from a client before performance of its obligation has begun, except for the payment of an admission or enrolment fee not in excess of the amount determined in accordance with the regulations of the Minister.
- No institution may require payment of the client's obligation, or balance thereof if admission or enrolment fees have been paid, in less than two reasonably equal installments. The dates on which the installments become due must be fixed in such a way that they fall approximately at the beginning of each half of the duration, calculated in months, lessons or credits, of the education services for which the student is enrolled.
- Art. 71 The client may, at any time and at his discretion, cancel the contract by giving notice to that effect by registered mail. The contract shall be cancelled by operation of law from the receipt of the notice.
- Art. 72 If the client cancels the contract before the provision of services has begun, the institution cannot demand compensation in excess of the amount obtained by subtracting the admission or enrolment fees from the lesser of the following two amounts: the maximum amount determined in accordance with the regulations of the Minister, and an amount representing not more than one tenth of the total price agreed upon for the services.
- Art. 73 If the client cancels the contract after the provision of services has begun, the institution may demand only the following amounts from the client:
- (1) the price of the services provided calculated in months, lessons or credits as specified in the contract
  - (2) as penalty, the amount obtained by subtracting the admission or enrolment fees from the client of the following two amounts:  
the maximum amount determined in accordance with the regulations of the Minister, and an amount representing not more than one tenth of the total price agreed upon for the services.
- Art. 74 In the ten days following the cancellation of the contract, the institution must return to the client the amounts it has received in excess of those to which it is entitled.
- Art. 75 The client may demand that the contract be annulled if he becomes aware that the student was admitted to the educational services concerned in contravention of the provisions governing admission to those services.

**Private Education Act and Other Laws:**

- 9) **The parent declares that he/she has read the rules and standards of behavior in force as stipulated in the parent-student manual and undertakes that he/she and his/her child (the student) submit. The school reserves the right, at any time and at its discretion, to terminate the Educational Services Contract in case of serious or repeated non-compliance with the regulations by giving the parent notice to that effect by registered mail.**
- 10) **The parent authorizes the student to take part in all educational outings organized by the school.**
- 11) **Les parties aux présentes ont demandé que ce contrat soit rédigé en langue anglaise. The parties hereto have requested that the present contract be drafted in the English language.**
- 12) **The School undertakes not to assign or sell this contract.**

**AGREED TO AND SIGNED IN MONTREAL ON THE:** \_\_\_\_\_ **UNITED TALMUD TORAHS OF MONTREAL INC.**  
Date per:



\_\_\_\_\_  
Signature: (Parent/Guardian)

\_\_\_\_\_  
Head of School

Client number: \_\_\_\_\_

## EDUCATIONAL SERVICE CONTRACT 2019-2020 HIGH SCHOOL

**BETWEEN:** **UNITED TALMUD TORAHS OF MONTREAL INC.**, a corporation duly constituted, doing business under **Les écoles Azrieli Talmud Torah | Herzliah**, a private school within the definition of the Loi sur l'enseignement privé 1992 L.Q. c68) and having its principal office at 5475, Mountain Sights Avenue, Montreal, Quebec, H3W 2Y8  
 (hereinafter indicated by "School")

**AND:**

(hereinafter indicated by "Parent/Guardian") of the student in  
**Les écoles Azrieli Talmud Torah | Herzliah, Campus Adams, English Section School Code: 464-501**

### TERMS AND CONDITIONS:

- 1) Responsibilities of the School:
  - a) The School is committed to provide the student with educational services at the secondary level pursuant to the Quebec Education Program as set by the Ministère de l'Éducation et de l'Enseignement Supérieur (MEES).
  - b) The school commits to offer the student, at the request of the parent, Jewish Studies which form an integral part of its educational program.
- 2) School Regulations:  
 The Parent/Guardian acknowledges being made aware of the rules and policies of the School and agrees that the Student shall be subject to them. The Parent/Guardian acknowledges having received a copy of these rules and policies.
- 3) Language of Instruction:  
 The Languages of instruction are English and French
- 4) School fees 2019-2020:
  - (a) The Parent/Guardian agrees to pay the school registration fees of \$200.00 (included in the school fees).
  - (b) The Parents/Guardian agrees to pay all the obligatory school fees listed below (including the Jewish studies tuition if service is requested).

TUITION FEES	
GRADE	TUITION FEES
Sec 1 – Sec 5	\$3,500

ADDITIONAL FEES	
<b>FEES FOR JEWISH STUDIES:</b> Please check if the service is requested: <input type="checkbox"/>	\$9,000
<b>HIGH SCHOOL HOME &amp; SCHOOL ASSOCIATION FEE</b>	\$25 per child
<b>HIGH SCHOOL STUDENT COUNCIL FEE</b>	\$25 per child
<b>FEES FOR SECURITY AND TECHNOLOGY</b>	\$200 per child
<b>FUNDRAISING DEPOSIT</b>	Deposit of \$450 per child (reimbursable to parents after fundraising for an equivalent amount )
<b>BUILDING FUNDS</b>	\$600 per family, payable over 5 years (Total \$3,000) <b>for new families entering the system at the high school level</b>
<b>SECONDARY 1 STUDENTS RETREAT</b>	\$200 per child

- 5) Payment methods:  
 The Parent/Guardian agrees to pay the school fees as agreed with the school. Any payment by cheque must be payable to **Les écoles Azrieli Schools**.



- 6) School Year:  
The School year begins on August 27<sup>th</sup>, 2019 and ends on June 23<sup>rd</sup>, 2020.
- 7) Copy of Contract:  
The Parent/Guardian acknowledges having received a copy of this contract prior to receiving the educational services for the school year 2019-2020.
- 8) The present contract is subject to the following dispositions of the Private Educational Act:  
**Articles 70, 71, 72, 73, 74, 75**
- Art. 70 No institution may require payment from a client before performance of its obligation has begun, except for the payment of an admission or enrolment fee not in excess of the amount determined in accordance with the regulations of the Minister.
- No institution may require payment of the client's obligation, or balance thereof if admission or enrolment fees have been paid, in less than two reasonably equal installments. The dates on which the installments become due must be fixed in such a way that they fall approximately at the beginning of each half of the duration, calculated in months, lessons or credits, of the education services for which the student is enrolled.
- Art. 71 The client may, at any time and at his discretion, cancel the contract by giving notice to that effect by registered mail. The contract shall be cancelled by operation of law from the receipt of the notice.
- Art. 72 If the client cancels the contract before the provision of services has begun, the institution cannot demand compensation in excess of the amount obtained by subtracting the admission or enrolment fees from the lesser of the following two amounts: the maximum amount determined in accordance with the regulations of the Minister, and an amount representing not more than one tenth of the total price agreed upon for the services.
- Art. 73 If the client cancels the contract after the provision of services has begun, the institution may demand only the following amounts from the client:
- (1) the price of the services provided calculated in months, lessons or credits as specified in the contract
  - (2) as penalty, the amount obtained by subtracting the admission or enrolment fees from the client of the following two amounts:  
the maximum amount determined in accordance with the regulations of the Minister, and an amount representing not more than one tenth of the total price agreed upon for the services.
- Art. 74 In the ten days following the cancellation of the contract, the institution must return to the client the amounts it has received in excess of those to which it is entitled.
- Art. 75 The client may demand that the contract be annulled if he becomes aware that the student was admitted to the educational services concerned in contravention of the provisions governing admission to those services.

**Private Education Act and Other Laws:**

- 9) **The parent declares that he/she has read the rules and standards of behavior in force as stipulated in the parent-student manual and undertakes that he/she and his/her child (the student) submit. The school reserves the right, at any time and at its discretion, to terminate the Educational Services Contract in the absence of non-compliance with the regulations by giving the parent notice to that effect by registered mail.**
- 10) **The parent authorizes the student to take part in all educational outings organized by the school.**
- 11) **Les parties aux présentes ont demandé que ce contrat soit rédigé en langue anglaise. The parties hereto have requested that the present contract be drafted in the English language.**
- 12) **The School undertakes not to assign or sell this contract.**

**AGREED TO AND SIGNED IN MONTREAL ON THE:** \_\_\_\_\_ **UNITED TALMUD TORAHS OF MONTREAL INC.**  
Date per:



\_\_\_\_\_  
Signature: (Parent/Guardian)

\_\_\_\_\_  
Duly Authorized Person

Client number: \_\_\_\_\_

CANADA  
Province of Quebec  
District of Longueuil

S U P E R I O R C O U R T  
( C l a s s a c t i o n s )

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N° 505-06-000023-205

STÉPHANIE BERNIER

AND

PIERRE-ANDRÉ FOURNIER

Plaintiffs

-VS.-

COLLÈGE CHARLES-LEMOYNE DE  
LONGUEUIL INC. ET AL

Defendants

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AFFIDAVIT OF SAMUEL MELLUL

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1. I am the Principal of Yéshiva Yavné, 7946, ch. Wavell, Côte-Saint-Luc, Québec, H4W 1L7 (hereinafter the "**School**"), which is a private school in Montreal and a non-profit organization within the definition of the *Act Respecting Private Education* (R.S.Q., c. E-9.1);
2. As appears from the educational services contract (for primary level) for the school year 2019-2020, a copy of which is communicated herewith as **Exhibit R-1** (the "**Contract**"), which is signed by parents for each student attending the School, the School undertakes to provide its students with educational services at the primary level, in accordance with the education program set by the *Ministère de l'Éducation du Québec* (the "**MEQ**") for the school year in question;
3. Moreover, as appears from the Contract, the School offers its students Jewish studies, which form part of the academic curriculum offered by the School for the year;

4. The curriculum for the Jewish studies segment is not regulated by the MEQ and is left up to the entire discretion of the School, to be determined by the School for each grade for the upcoming school year;
5. As appears from the Contract, the fees to be paid by the parents to the School for the upcoming school year are essentially divided as follows :
  - i. Tuition fees;
  - ii. Fees for Jewish studies;
  - iii. Miscellaneous fees such as registration, security and building;
  - iv. Optional fees, such as daily hot lunch, after school supervision and for lunch/after school activities;
6. In the context of providing the students with the curriculum imposed by the MEQ for the upcoming school year for their respective grades, the School offers a program which is fluid, flexible and adaptive, and involves a mix of in person teaching, homework, various creative learning projects (to be done in groups or individually) and interactive technological learning tools and activities;
7. The program offered by the School is not “set in stone” for any given day, but fluid and flexible to adapt to the students (individually and/or as a group) or unforeseen events, and to make sure the curriculum required by the MEQ is properly deployed and reviewed by the students over the school year;
8. Throughout the school year, the teachers periodically evaluate the students in different ways, to make sure that by the end of the school year, they have reviewed the curriculum required by the MEQ and are qualified to graduate to the next grade, in accordance with the standards set by the MEQ;
9. On March 13, 2020, in response to the COVID-19 pandemic and by order in council 177-2020, the Government of Quebec issued an immediate closure order for all schools in Quebec;

10. The School (as all other schools in Quebec) was therefore not allowed to receive its students “in person”;
11. In effect, the closure order issued by the Government of Quebec lasted until the end of the school year;
12. The School immediately undertook the necessary steps to implement online schooling for all of its students;
13. To do so required the staff to quickly reorganize its typical methodology to make sure that the students had access to the necessary school materials online and were able to attend interactive daily online classes;
14. A daily schedule was elaborated for each grade and communicated to the students and parents;
15. An online platform via which the students would have access to the necessary school materials for their online classes and communicate with the teachers was set up and refreshed daily or sometimes multiple times a day;
16. The School management would regularly discuss with the teachers to make sure the students were actively participating to the online classes and that their progression was adequately monitored in the circumstances;
17. In its communications with the schools after the March 13, 2020 order in council, the MEQ advised as follows :
  - i. Encouraging schools to transition to online schooling;
  - ii. The schools were asked to review their respective academic curriculums to make sure that (i) the topics already taught earlier in the year were reinforced with the students; and (ii) they focused on the essential subject matters, namely (as specifically identified by the MEQ) languages, mathematics, history and science);

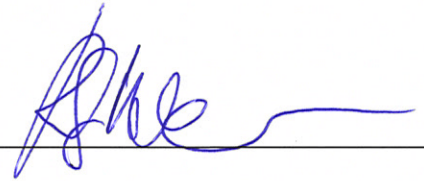
- iii. As of March 30, 2020, the MEQ would make academic materials available for all students in Quebec, via the internet or Tele-Quebec;
  - iv. The government exams were cancelled for the current school year;
  - v. The decision to have a child graduate to the next grade would be based upon the professional judgment of the teachers;
  - vi. The end of year report card would reflect pass or fail grades for the different subject matters;
  - vii. The school year would not be extended beyond June 2020;
18. Within the MEQ guidelines mentioned above, the School set up daily classes via an online video platform for its students;
19. The online platform permitted the teachers to interact with the students regularly and make sure they had, in these exceptional circumstances, all the necessary materials and support;
20. From March to June 2020 (the “**Covid Period**”), the School was therefore able to provide the students with the required curriculum, in accordance with the guidelines issued by the MEQ within that period of time, as well as to provide the students, on a weekly basis, with Jewish studies;
21. In spite of the multiple, exceptional and novel challenges faced by the School as a result of the COVID-19 pandemic, the transition to online learning, within such a short period of time and for the duration of the Covid Period, required the School to pivot quickly, elaborate strategies with the teaching staff, train the teaching staff in respect of and set up the required technological infrastructure to make sure online classes were accessible, efficient and that the students could easily access the required academic materials online (in addition to the unforeseen expenses associated with this quick and important transition);

22. Throughout the Covid Period, the School would regularly communicate with parents via newsletters or other means informing and updating them as to the measures put in place regarding the curriculum and online schooling;
23. The School did reimburse the parents the unused portion of the optional fees (mentioned above) for the school year 2019-2020;
24. For the 2019-2020 school year, 321 students benefited from a subsidy or financial aid from the School or from a community program in average of \$5,370 per student;
25. All the facts alleged in this affidavit are true.

AFFIRMED BEFORE ME at the City of  
Montreal, in the Province of Quebec, this  
11th day of January, 2021.

 #167833

Commissioner for taking oaths  
for Province of Quebec



Samuel Mellul

**PIÈCE R-1**  
**(en liasse)**

# **CONTRAT DE SERVICES ÉDUCATIFS**

## **PRIMAIRE** **Année 2019-2020**

- ENTRE** : **ACADÉMIE YÉCHIVA YAVNÉ**  
(Ci-après dénommé « établissement »), une corporation dûment constituée, détenant un permis d'école privée délivré en vertu de la Loi sur l'enseignement privé et ayant ses principaux locaux au :  
**7946 Wavell, Côte St Luc, Québec H4W 1L7**
- ET** : Nom du parent \_\_\_\_\_  
(Ci-après dénommé « parent ») responsable de l'autorité parentale pour Nom de l'élève \_\_\_\_\_  
(Ci-après dénommé « élève »)  
Domicilié au : Adresse complète \_\_\_\_\_

### **Et dont les TERMES et CONDITIONS sont les suivants :**

- 1. Obligations de l'Établissement :**  
L'Établissement s'engage à fournir à l'élève les services éducatifs du niveau primaire prévus au *Programme de formation de l'école québécoise* tel que définis par le Ministère de l'Éducation du Loisir et des sports. La langue d'enseignement est le français et l'année scolaire s'étend du 26 août 2019 au 30 juin 2020.
2. L'établissement s'engage à offrir à l'élève, dont le parent en fait la demande, des études juives, qui font partie intégrante de son projet éducatif.
3. L'établissement s'engage à remettre au parent, avant le début de l'année scolaire, une copie du présent contrat. Il s'engage également à remettre au parent en début d'année scolaire les règles générales de l'école, le calendrier des activités et le nom de l'enseignant de l'élève, s'il s'agit d'un élève à l'éducation primaire ou, dans tous les autres cas, le nom de tous les enseignants de l'élève ainsi que, le cas échéant, le nom de son responsable.
4. Le parent s'engage à acquitter auprès de l'établissement les frais prévus au présent contrat en respectant le calendrier qui y apparaît. Il s'engage également à prendre connaissance du présent contrat ainsi que des règlements de l'établissement et s'assure que l'élève s'y soumette.
5. Le parent s'engage à collaborer aux opérations de levées de fonds et à participer aux activités de bénévolat organisées par l'établissement.
6. Le parent est tenu de suivre les recommandations de l'établissement quant aux besoins de soutien pédagogique ou psychologique pour l'élève, notamment pour faciliter l'intégration d'un élève provenant d'une autre école.



7. L'établissement peut refuser l'admission ou la réadmission à un élève qui ne respecte pas, ou dont le parent ne respecte pas, les règles prévues au contrat. Il peut également refuser la réadmission à l'élève qui ne respecte plus les critères d'admissibilité.

8. **Conditions financières :**

**8.1 Frais obligatoires:**

Frais d'inscription	150\$
Fond de Bâtiment	250\$ par enfant (maximum de 500\$ par famille)
Participation tombola	150\$ par enfant (maximum de 500\$ par famille)
Fond de sécurité	250\$ par famille
Frais de scolarité	2500\$

**8.2 Frais facultatifs**

**. Études juives : Cocher si le service est retenu**

Inscription aux études juives primaire 5 500\$

**8.3 Modalités de paiement :**

Mis à part les frais d'inscription qui sont payables au moment de la signature du contrat, le parent doit acquitter le montant dû, en dix versements au maximum, sensiblement égaux entre le 1<sup>er</sup> septembre 2019 et le 30 juin 2020 .

Pour les autres modalités disponibles, veuillez vous référer au document contenu avec votre trousse d'information.

9. **Autorisations médicales**

Le parent qui ne peut être rejoint pour donner son consentement autorise l'établissement, en cas de maladie ou d'accident survenant à l'élève, à fournir à l'élève le traitement adéquat.

Le parent s'engage, en cas d'allergie de l'élève, à respecter le protocole de la gestion des allergies établi par l'établissement.

Le parent s'engage, en cas de maladie chronique, à remettre à l'établissement un plan d'intervention médicale d'urgence, signé par un médecin.

Le parent s'engage à informer l'établissement d'une allergie ou d'une maladie chronique qui pourrait se déclarer durant l'année scolaire.

10. Le parent autorise l'élève à participer à toutes les sorties éducatives prévues dans le cadre des services éducatifs.

11. L'établissement s'engage à ne pas céder ou vendre le présent contrat. Celui-ci est assujéti aux dispositions suivantes de la Loi sur l'enseignement privé : Articles 66, 70, 71, 72, 73, 74, 75

En foi de quoi, les parties ont signé à \_\_\_\_\_ ce \_\_\_\_\_ jour du mois de \_\_\_\_\_ 20\_\_\_\_\_

Parent :

\_\_\_\_\_  
Signature

Établissement :

\_\_\_\_\_  
Signature du directeur

#### Articles 66, 70, 71, 72, 73, 74, 75 de la Loi sur l'Enseignement privé :

66. Le contrat de services éducatifs auquel s'applique le présent chapitre est celui par lequel un établissement d'enseignement privé s'engage envers une personne physique, le client, à fournir des services éducatifs appartenant à une catégorie visée à l'un des paragraphes 1 à 8 de l'article de la présente Loi ou des services accessoires moyennant un prix que le client s'oblige à lui payer.
70. L'établissement ne peut exiger de paiements d'un client avant de commencer à exécuter son obligation, sauf le paiement de droits d'admission ou d'inscription n'excédant pas le montant déterminé selon les règlements du Ministre. Il ne peut exiger le paiement de l'obligation du client ou, si des droits d'admission ou d'inscription ont été versés, de son solde en moins de deux versements sensiblement égaux. Les dates d'échéances des versements doivent être fixées de telle sorte qu'elles se situent approximativement au début de chaque moitié, calculée en mois, en leçons ou en unités, de la durée des services éducatifs auxquels l'élève est inscrit.
71. Le client peut, à tout moment et à sa discrétion, résilier le contrat en donnant avis à cet effet par courrier recommandé. Le contrat est résilié de plein droit à compter de la réception de l'avis.
72. Si le client résilie le contrat avant que la prestation des services n'ait été entreprise, l'établissement ne peut exiger qu'une indemnité n'excédant pas le montant obtenu en soustrayant les droits d'admission ou d'inscription du moins élevé des montants suivants : le montant maximal déterminé selon les règlements du Ministère ou un montant représentant au plus un dixième du prix total convenu pour ces services.
73. Si le client résilie le contrat après que la prestation des services ait été entreprise, l'établissement ne peut exiger du client que les montants suivants :
  - 1) Le prix des services qui lui ont été fournis calculés en mois, en leçons ou en unités et stipulés dans le contrat
  - 2) À titre de pénalité, le montant obtenu en soustrayant les droits d'admission ou d'inscription du moins élevé des montants suivants : le montant maximal déterminé selon les règlements du Ministère ou un montant représentant au plus un dixième du prix total convenu pour ces services.
74. Dans les dix jours qui suivent la résiliation du contrat, l'établissement doit restituer au client les montants qu'il a reçus en excédant de ceux auxquels il a droit.
75. Le client peut demander la nullité du contrat, s'il constate que l'élève a été admis aux services éducatifs en cause en contravention avec les dispositions régissant l'admission à ces services.

L'école organisera six conférences durant l'année scolaire sur le thème de l'éducation pour aider les parents à suivre leurs enfants. Ces conférences seront données les soirs et fin de semaine par des conférenciers de grande renommée et spécialistes en éducation. Quatre conférences sur six sont obligatoires pour les parents.

Signature des parents pour participer à un minimum de quatre conférences durant l'année : \_\_\_\_\_

### **AUTORISATION DES PARENTS**

#### **1) RENSEIGNEMENTS PERSONNELS**

J'autorise la divulgation des renseignements suivants pour la constitution des listes d'élèves, de bottins téléphoniques de l'école (élèves, parents, employés, administrateurs) les noms, prénoms, adresses, numéros de téléphone de l'élève et de ses parents (ou du tuteur), ainsi que le code permanent de l'élève.

#### **2) URGENCE MÉDICALE**

J'autorise par la présente la Yéchiva Yavné à recourir à tout traitement médical nécessaire pour mon enfant dans le cas d'accident ou de maladie, si on ne peut pas me joindre pour donner mon consentement.

Signature du parent : \_\_\_\_\_

#### **3) SORTIES DE L'ÉCOLE**

Le père, la mère ou le tuteur viendra chercher l'enfant à l'heure exacte de la sortie des classes.

Veuillez mentionner le nom de toute autre personne autorisée à le faire.

Nom : \_\_\_\_\_ Lien de parenté : \_\_\_\_\_ Tél : \_\_\_\_\_

Nous prévoyons avoir toujours le nombre suffisant de professeurs pour encadrer toutes les sorties et excursions de notre institution.

Je soussigné, reconnais que l'Académie Yéchiva Yavné n'est pas tenue d'assurer la surveillance de mes enfants après les heures de classe.

Signature du parent : \_\_\_\_\_

#### **4) EXCURSIONS**

Pour permettre à votre enfant de participer aux différentes excursions que la Yéchiva organise au courant de l'année, nous vous prions de signer l'autorisation ci-dessous.

Nous prévoyons avoir toujours le nombre suffisant de professeurs pour encadrer toutes les sorties et excursions de notre institution.

Je consens à ce que mon enfant participe aux excursions organisées par la Yéchiva et je m'engage à défrayer les frais de sorties, faute de quoi mon enfant n'en fera pas partie.

Signature du parent : \_\_\_\_\_

Date de la signature de l'autorisation des parents: \_\_\_\_\_

# **CONTRAT DE SERVICES ÉDUCATIFS**

## **SECONDAIRE** **Année 2019-2020**

**ENTRE** : **ACADÉMIE YÉCHIVA YAVNÉ**  
(Ci-après dénommé « établissement »), une corporation dûment constituée, détenant un permis d'école privée délivré en vertu de la Loi sur l'enseignement privé et ayant ses principaux locaux au :  
**7946 Wavell, Côte St Luc, Québec H4W 1L7**

**ET** : Nom du parent \_\_\_\_\_  
(Ci-après dénommé « parent ») responsable de l'autorité parentale pour Nom de l'élève \_\_\_\_\_  
(Ci-après dénommé « élève »)  
Domicilié au : Adresse complète \_\_\_\_\_

### **Et dont les TERMES et CONDITIONS sont les suivants :**

1. **Obligations de l'Établissement :**  
L'Établissement s'engage à fournir à l'élève les services éducatifs du niveau secondaire prévus au *Programme de formation de l'école québécoise* tel que définis par le Ministère de l'Éducation du Loisir et des sports. La langue d'enseignement est le français et l'année scolaire s'étend du 26 août 2019 au 30 juin 2020.
2. L'établissement s'engage à offrir à l'élève, dont le parent en fait la demande, des études juives, qui font partie intégrante de son projet éducatif.
3. L'établissement s'engage à remettre au parent, avant le début de l'année scolaire, une copie du présent contrat. Il s'engage également à remettre au parent en début d'année scolaire les règles générales de l'école, le calendrier des activités et le nom de l'enseignant de l'élève, s'il s'agit d'un élève à l'éducation secondaire ou, dans tous les autres cas, le nom de tous les enseignants de l'élève ainsi que, le cas échéant, le nom de son responsable.
4. Le parent s'engage à acquitter auprès de l'établissement les frais prévus au présent contrat en respectant le calendrier qui y apparaît. Il s'engage également à prendre connaissance du présent contrat ainsi que des règlements de l'établissement et s'assure que l'élève s'y soumette.
5. Le parent s'engage à collaborer aux opérations de levées de fonds et à participer aux activités de bénévolat organisées par l'établissement.

6. Le parent est tenu de suivre les recommandations de l'établissement quant aux besoins de soutien pédagogique ou psychologique pour l'élève, notamment pour faciliter l'intégration d'un élève provenant d'une autre école.
7. L'établissement peut refuser l'admission ou la réadmission à un élève qui ne respecte pas, ou dont le parent ne respecte pas, les règles prévues au contrat. Il peut également refuser la réadmission à l'élève qui ne respecte plus les critères d'admissibilité.

8. **Conditions financières :**

**8.1 Frais obligatoires:**

Frais d'inscription	150\$
Fond de Bâtiment	250\$ par enfant (maximum de 500\$ par famille)
Participation tombola	150\$ par enfant (maximum de 500\$ par famille)
Fond de sécurité	250\$ par famille
Frais de scolarité	2500\$

**8.2 Frais facultatifs**

**. Études juives : Cocher si le service est retenu**

Inscription aux études juives secondaire 7 000\$

**8.3 Modalités de paiement :**

Mis à part les frais d'inscription qui sont payables au moment de la signature du contrat, le parent doit acquitter le montant dû, en dix versements au maximum, sensiblement égaux entre le 1<sup>er</sup> septembre 2019 et le 30 juin 2020 .  
Pour les autres modalités disponibles, veuillez vous référer au document contenu avec votre trousse d'information.

9. **Autorisations médicales**

Le parent qui ne peut être rejoint pour donner son consentement autorise l'établissement, en cas de maladie ou d'accident survenant à l'élève, à fournir à l'élève le traitement adéquat.

Le parent s'engage, en cas d'allergie de l'élève, à respecter le protocole de la gestion des allergies établi par l'établissement.

Le parent s'engage, en cas de maladie chronique, à remettre à l'établissement un plan d'intervention médicale d'urgence, signé par un médecin.

Le parent s'engage à informer l'établissement d'une allergie ou d'une maladie chronique qui pourrait se déclarer durant l'année scolaire.

10. Le parent autorise l'élève à participer à toutes les sorties éducatives prévues dans le cadre des services éducatifs.

11. L'établissement s'engage à ne pas céder ou vendre le présent contrat. Celui-ci est assujéti aux dispositions suivantes de la Loi sur l'enseignement privé : Articles 66, 70, 71, 72, 73, 74, 75

En foi de quoi, les parties ont signé à \_\_\_\_\_ ce \_\_\_\_\_ jour du mois de \_\_\_\_\_ 20 \_\_\_\_\_

Parent :

\_\_\_\_\_  
Signature

Établissement :

\_\_\_\_\_  
Signature du directeur

Articles 66, 70, 71, 72, 73, 74, 75 de la Loi sur l'Enseignement privé :

66. Le contrat de services éducatifs auquel s'applique le présent chapitre est celui par lequel un établissement d'enseignement privé s'engage envers une personne physique, le client, à fournir des services éducatifs appartenant à une catégorie visée à l'un des paragraphes 1 à 8 de l'article de la présente Loi ou des services accessoires moyennant un prix que le client s'oblige à lui payer.
70. L'établissement ne peut exiger de paiements d'un client avant de commencer à exécuter son obligation, sauf le paiement de droits d'admission ou d'inscription n'excédant pas le montant déterminé selon les règlements du Ministre. Il ne peut exiger le paiement de l'obligation du client ou, si des droits d'admission ou d'inscription ont été versés, de son solde en moins de deux versements sensiblement égaux. Les dates d'échéances des versements doivent être fixées de telle sorte qu'elles se situent approximativement au début de chaque moitié, calculée en mois, en leçons ou en unités, de la durée des services éducatifs auxquels l'élève est inscrit.
71. Le client peut, à tout moment et à sa discrétion, résilier le contrat en donnant avis à cet effet par courrier recommandé. Le contrat est résilié de plein droit à compter de la réception de l'avis.
72. Si le client résilie le contrat avant que la prestation des services n'ait été entreprise, l'établissement ne peut exiger qu'une indemnité n'excédant pas le montant obtenu en soustrayant les droits d'admission ou d'inscription du moins élevé des montants suivants : le montant maximal déterminé selon les règlements du Ministère ou un montant représentant au plus un dixième du prix total convenu pour ces services.
73. Si le client résilie le contrat après que la prestation des services ait été entreprise, l'établissement ne peut exiger du client que les montants suivants :
- 1) Le prix des services qui lui ont été fournis calculés en mois, en leçons ou en unités et stipulés dans le contrat
  - 2) À titre de pénalité, le montant obtenu en soustrayant les droits d'admission ou d'inscription du moins élevé des montants suivants : le montant maximal déterminé selon les règlements du Ministère ou un montant représentant au plus un dixième du prix total convenu pour ces services.
74. Dans les dix jours qui suivent la résiliation du contrat, l'établissement doit restituer au client les montants qu'il a reçus en excédant de ceux auxquels il a droit.
75. Le client peut demander la nullité du contrat, s'il constate que l'élève a été admis aux services éducatifs en cause en contravention avec les dispositions régissant l'admission à ces services.

## ÉCOLE DES PARENTS: FORMATION CONTINUE

L'école organisera six conférences durant l'année scolaire sur le thème de l'éducation pour aider les parents à suivre leurs enfants. Ces conférences seront données les soirs et fin de semaine par des conférenciers de grande renommée et spécialistes en éducation. Quatre conférences sur six sont obligatoires pour les parents.

Signature des parents pour participer à un minimum de quatre conférences durant l'année : \_\_\_\_\_

### AUTORISATION DES PARENTS

#### **1) RENSEIGNEMENTS PERSONNELS**

J'autorise la divulgation des renseignements suivants pour la constitution des listes d'élèves, de bottins téléphoniques de l'école (élèves, parents, employés, administrateurs) les noms, prénoms, adresses, numéros de téléphone de l'élève et de ses parents (ou du tuteur), ainsi que le code permanent de l'élève.

#### **2) URGENCE MÉDICALE**

J'autorise par la présente la Yéchiva Yavné à recourir à tout traitement médical nécessaire pour mon enfant dans le cas d'accident ou de maladie, si on ne peut pas me joindre pour donner mon consentement.

Signature du parent : \_\_\_\_\_

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Nom : \_\_\_\_\_ Lien de parenté : \_\_\_\_\_ Tél : \_\_\_\_\_

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Je soussigné, reconnais que l'Académie Yéchiva Yavné n'est pas tenue d'assurer la surveillance de mes enfants après les heures de classe.

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Signature du parent : \_\_\_\_\_

Date de la signature de l'autorisation des parents: \_\_\_\_\_

**COUR SUPÉRIEURE  
(Actions collectives)**

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**N° 505-06-000023-205**

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**CANADA  
PROVINCE DE QUÉBEC  
DISTRICT DE LONGUEUIL**

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**STÉPHANIE BERNIER et  
PIERRE-ANDRÉ FOURNIER**

**Requérants**

-c.-

**COLLÈGE CHARLES-LEMOYNE DE LONGUEUIL INC. ET  
AL**

**Intimées**

**BS0350**

**Notre dossier : 148140-1001**

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**DEMANDE POUR PERMISSION DE PRODUIRE UNE  
PREUVE APPROPRIÉE  
(ART. 574 C.P.C.), AVIS DE PRÉSENTATION, ANNEXE A,  
AFFIDAVITS et PIÈCES À LEUR SOUTIEN**

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**Me Éric Azran / eazran@stikeman.com**

Ligne directe (514) 397-3169

**Me Marjorie Bouchard / mbouchard@stikeman.com**

Ligne directe (514) 397-3364

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STIKEMAN ELLIOTT

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