

# SERVICE AGREEMENT

**THIS AGREEMENT** effective as of the 1<sup>st</sup> DAY of JANUARY 2023 (“Effective Date”)

## BETWEEN

**DISTRICT OF NIPISSING SOCIAL SERVICES ADMINISTRATION BOARD**  
(Hereinafter called “DNSSAB”)  
OF THE FIRST PART

## AND

**LEGAL NAME**  
operating as  
**ELCC AGENCY**  
(Hereinafter called the “Service Provider”)  
OF THE SECOND PART

**WHEREAS** DNSSAB, as delivery agent under the Child Care and Early Years Act, 2014, S.O. 2014, C.11, has authority to enter into this Agreement for the provision of EarlyON Child and Family Centres and/or Fee Subsidy for the benefit of a Child enrolled in a Licensed Child Care or Camps & Children’s Recreation Programs or Extended Day Program and/or Inclusion Support Programs;

**AND WHEREAS** this Agreement supersedes and replaces any and all former Agreements;

**AND WHEREAS** the Service Provider has agreed to provide EarlyON Child and Family Centres and/or Licensed Child Care services and/or Camps & Children’s Recreation Programs and/or Extended Day Program and/or Inclusion Support Programs for Children and families subject to the terms and conditions set out in this Agreement and attached Schedules;

**AND WHEREAS** the Service Provider qualifies to receive one or more categories of Funding, and DNSSAB has agreed to provide certain Funding subject to the terms and conditions set out in this Agreement and attached Schedules;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of mutual covenants and agreements herein and subject to the terms and conditions set out in this Agreement, the Parties agree as follows:

### 1.0. RETAINER

Subject to the Guidelines and in accordance to terms of this Agreement, attached Schedules and any appendices thereto, DNSSAB retains the Service Provider, the Service Provider accepts the retainer and agrees to deliver the Services in accordance with the Agreement, and the Schedules attached hereto.

### 2.0. TERM OF AGREEMENT

This Agreement may be subject to renewal each year, will be in force from January 1, 2023, and shall continue until it is superseded or replaced by a new Agreement or until either Party pursuant to SCH A s. 3.30.0. terminates it.

### 3.0. ENTIRE AGREEMENT

This Agreement represents the whole contract between the Parties and supersedes and replaces all other types of agreements, whether written or oral, between DNSSAB and the Service Provider with respect to the subject matter hereof. However, if one or more of the phrases, sentences, clauses, paragraphs, sections or subsections contained in this Agreement is declared invalid by final and unappealable order, decree or judgment of any court of competent jurisdiction, this Agreement shall be construed as if such phrase(s), sentence(s), clause(s), paragraph(s), section(s) or subsection(s), had not been inserted.

### 4.0. SCHEDULES

The Parties agree that the following schedules shall form part of the Agreement:

[Schedule “A” General Terms and Conditions](#)

- [Schedule "B" Agreement Specific Information & Additional Provisions](#)
- [Schedule "C" Service Records, Reports, Program and Financial Audits](#)
- [Schedule "D" Program Description: Canada-Wide Early Learning and Child Care System – Fee Reduction](#)
- [Schedule "E" Program Description: Canada-Wide Early Learning and Child Care System – Workforce Compensation](#)
- [Schedule "F" Program Description: Wage Enhancement Grant and Home Child Care Enhancement Grant](#)

The Parties agree that to the extent if any terms or provisions of a Schedule conflicts with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall control unless the Agreement and/or Schedule expressly and specifically states an intent to supersede the Agreement on a specific matter.

**5.0. CONFLICT OR INCONSISTENCIES**

- 5.1. In the event of a conflict or inconsistency between the Additional Provisions and the provision in SCH A, the following rules will apply:
- i. the Parties will interpret any Additional Provisions, in so far as possible, in a way that preserves the intent of the Parties as expressed in SCH A; and
  - ii. where it is not possible to interpret, the Additional Provisions will prevail over the provisions in SCH A to the extent of the inconsistency.

**6.0. AMENDING THE AGREEMENT**

- 6.1. The Agreement may only be amended by a written agreement duly executed by the Parties.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement as of the date first written above.

**DISTRICT OF NIPISSING SOCIAL SERVICES ADMINISTRATION BOARD**

**PER:**

\_\_\_\_\_  
 Name: Catherine Matheson  
 Position: Chief Administrative Officer

*I HAVE THE AUTHORITY TO BIND THE CORPORATION*

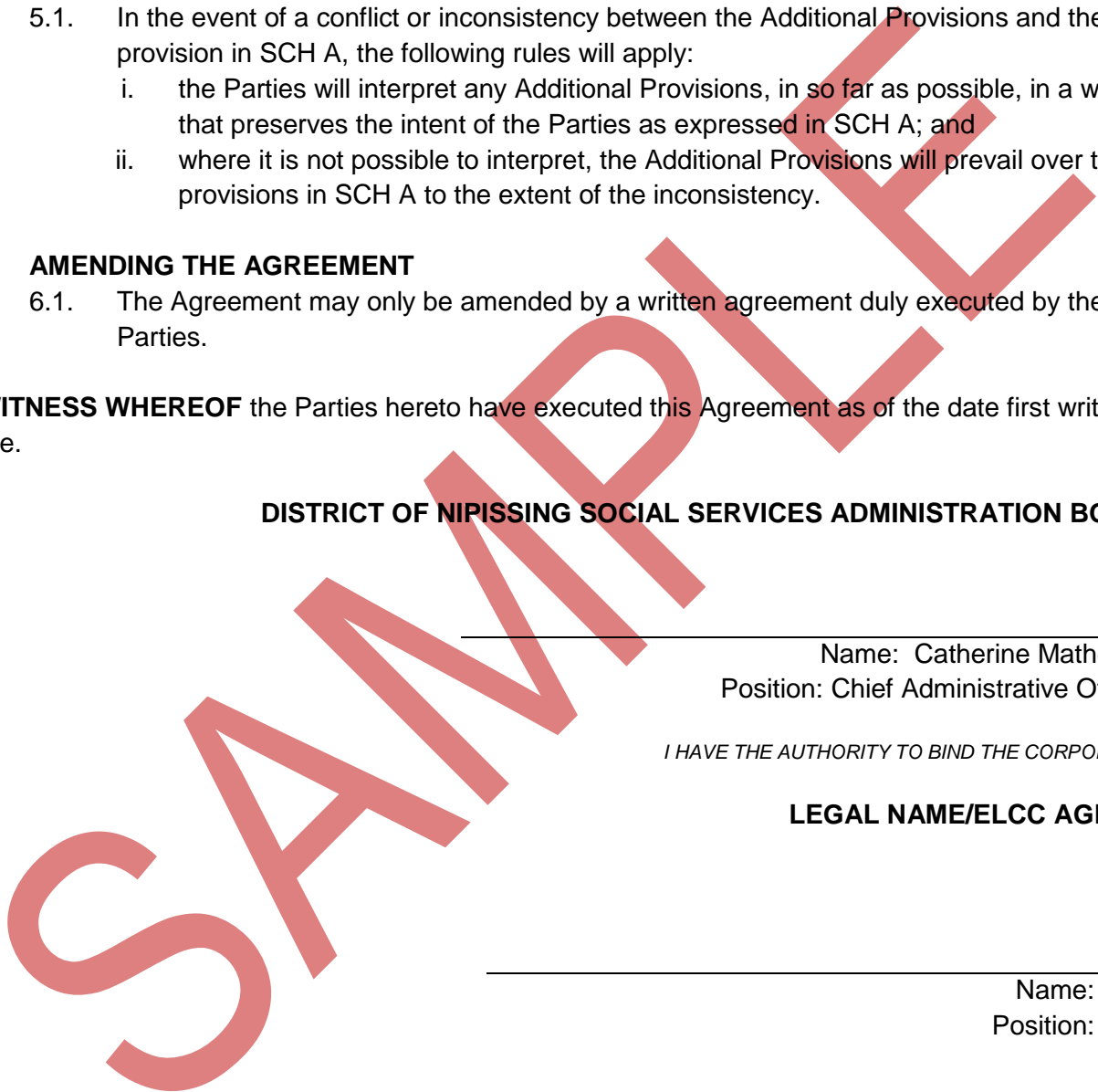
**LEGAL NAME/ELCC AGENCY**

**PER:**

\_\_\_\_\_  
 Name: xxxx  
 Position: xxxx

\_\_\_\_\_  
 Name: xxxx  
 Position: xxxx

*WE HAVE THE AUTHORITY TO BIND THE CORPORATION*



## SCHEDULE "A" GENERAL TERMS AND CONDITIONS

### A1.0. INTERPERTATION

- 1.1. For the purpose of interpretation:
  - 1.1.1. words in the singular include the plural and vice-versa;
  - 1.1.2. words in one gender include all genders;
  - 1.1.3. the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
  - 1.1.4. any reference to dollars or currency will be in Canadian dollars and currency; and
  - 1.1.5. "include", "includes" and "including" denote that the subsequent list is not exhaustive.

### A2.0. DEFINITIONS

- 2.1. Words and expressions parenthetically defined in this Agreement shall have the meaning therein provided; however, all capitalized terms noted below shall have the following respective meanings regardless:
  - 2.1.1. "Act" means the *Child Care and Early Years Act, 2014, S.O. 2014, C.11* as amended, and the regulations thereunder.
  - 2.1.2. "Agency" means the Service Provider's business.
  - 2.1.3. "Agreement" means this Agreement entered into between DNSSAB and the Service Provider, all of the Schedules listed in s. 4.0., and any amended Agreement or Schedule entered into pursuant to s. 7.0.
  - 2.1.4. "AODA" means the Accessibility for Ontarians with Disabilities Act.
  - 2.1.5. "Business Day" means any working day, Monday to Friday inclusive, excluding Statutory or other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day, Boxing Day and any other day which DNSSAB has elected to be closed for business.
  - 2.1.6. "Camps & Children's Recreation Programs" means Camps & Authorized Recreation Programs and skill building programs that meet the description set out in subsection 6(4) of the *Child Care and Early Years Act, 2014, S.O. 2014, C.11*, Policies and Guidelines.
  - 2.1.7. "CAO" means the Chief Administrative Officer of DNSSAB or his or her designate.
  - 2.1.8. "Claims" means any and all liability, lost, costs, damages and expenses (including legal fees), causes of action, action, claims, demands, lawsuits or other proceedings.
  - 2.1.9. "Chattels" means articles of personal property and moveable things, other than a Motor Vehicle.
  - 2.1.10. "Confidential Information" means all information of a Party to this Agreement that is of a proprietary or a confidential nature, regardless of whether it is identified as proprietary or confidential or not, and whether recorded or not, however, fixed, stored, expressed or embodied, which comes to the knowledge, possession or control of the other Party to this Agreement, under this Agreement, including all information to be transmitted, stored or processed on any network or computer system as follows: Any information that DNSSAB is obliged not to disclose pursuant to law or statute such as the Municipal Freedom of Information and Protection of Privacy Act, or any other municipal, provincial, and federal legislation; any information that DNSSAB is required to keep confidential, including any information of citizens, children, third parties, such as, but not limited to, recipients and/or suppliers of any products or services provided to DNSSAB; all information relating to intellectual property rights, including copyright, trade secrets, processes, formulae, techniques, plans and designs, computer programs, data, preliminary findings, computer codes, whether source code or object code, and all related documentation and financial information related hereto which is proprietary to or in possession of a Party to which the other Party may have access to for purposes of this Agreement; and all property, concepts, techniques, ideas, suggestions, feedback, information, materials, reports, statistics, records, documents, data, ideas, forms and graphics however recorded (including images and data) created, developed, stored, and/or prepared by either Party.
  - 2.1.11. "Conflict of Interest" means, but is not limited to, the following: situations in which a Party associated with this Agreement or any member of his or her family can

benefit financially from his or her involvement; situations where a Party has an unfair advantage or engages in conduct, directly or indirectly that, may give it an unfair advantage in relation to the performance of its contractual obligations, its other commitments, relationships or financial interests could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.

- 2.1.12. "DNSSAB" means District of Nipissing Social Services Administration Board.
- 2.1.13. "EarlyON Child and Family Centre" means Services that support all families and caregivers with a Child prenatal up to 6 years of age in learning, growing and connecting together.
- 2.1.14. "Effective Date" means the date set out at the top of the Agreement.
- 2.1.15. "Event of Default" means failure to comply with the terms set out in this Agreement.
- 2.1.16. "Expenditures" means the payment of cash or cash-equivalents for goods or services, or a charge against available funds in settlement of an obligation as evidenced by an invoice, receipt, voucher or other such document.
- 2.1.17. "Expiration Date" means the date by which this Agreement will expire as set out in s 2.0. in this Agreement.
- 2.1.18. "Extended Day Program" means provision of temporary care or the supervision of Children as part of a Licensed Child Care program delivering before and/or after school program or child care services offered on professional development day or during school breaks.
- 2.1.19. "FIPPA" means the Freedom of Information and Protection of Privacy Act.
- 2.1.20. "Force Majeure Events" means events that are beyond the reasonable control of a Party, which prevent such Party from performing any of its obligations under this Agreement, including but not limited to change in law, war, (whether declared or not), revolution, riots, insurrection, civil commotion, invasion, armed conflict, hostile act of a foreign enemy, acts of terrorism, sabotage, explosions, fires, radiation or chemical contamination, acts of God, plague or other serious epidemic, electricity supply interruptions and/or power failures.
- 2.1.21. "French Language Services" or "FLS" means French Language Services Act, R.S.O. 1990, c.f. 32.
- 2.1.22. "Funding" or "Funds" means the money DNSSAB provides to the Service Provider pursuant to the Agreement.
- 2.1.23. "How Does Learning Happen?" or "HDLH?" means Ontario's pedagogy for EarlyON and Child Care planned around four foundational conditions that are important for Children to learn and grow: belonging, well-being, engagement and expression.
- 2.1.24. "Inclusion Support Program" means to support the inclusion of Children with Exceptional Needs in EarlyON Child and Family Centres, Licensed Child Care or Extended Day Program or Camps & Children's Recreation Programs at no additional costs to Parents or Guardians in accordance with Policies and Guidelines.
- 2.1.25. "Licensed Child Care Centre" means the provision of temporary care or guidance, or both temporary care and guidance to a Child from birth up to thirteen years of age, attending a licensed centre based or home child care program for a continuous period not exceeding twenty-four (24) hours other than in exempt circumstances as defined in the Act and in accordance with Ontario's Pedagogy HDLH?.
- 2.1.26. "MFIPPA" means the Municipal Freedom of Information and Protection of Privacy Act.
- 2.1.27. "Ministry" means the Ministry of Education for the Province of Ontario or any successor ministry, department or government body.
- 2.1.28. "Motor Vehicle" means an automobile and any other vehicle that is self-propelled.
- 2.1.29. "Notice" means any written communication in accordance to SCH A s. 3.10. in this Agreement.
- 2.1.30. "Parties" means the parties of this Agreement and "Party" means either of them.
- 2.1.31. "Person" includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body

corporate, and a natural person in their capacity as trustee, executor, administrator or other legal representative.

- 2.1.32. "PIPEDA" means the Personal Information Protection and Electronic Documents Act.
- 2.1.33. "Policies and Guidelines" means the policies and guidelines of DNSSAB or Ministry, as amended, replaced, or added to from time to time.
- 2.1.34. "Premises" means all locations at which the Service Provider delivers Services contemplated by this Agreement forming part thereof.
- 2.1.35. "QAAP" means Quality Assurance Achievement Program.
- 2.1.36. "Revenues" means the income generated from the sale of goods or rendering of services.
- 2.1.37. "SCH" means the attached Schedules that form part of this Agreement.
- 2.1.38. "Service Provider" is an independent contractor or Agency providing Services pursuant to this Agreement. The Service Provider, its agents, officers and employees, in the performance of this Agreement, shall be taken to be acting in an independent capacity and not as an agent, joint venture, partner, employee or officer of DNSSAB.
- 2.1.39. "Services" means EarlyON Child and Family Centre and/or Licensed Child Care Service and/or Extended Day Program and/or Camps & Authorized Recreation Program and/or Inclusion Support Services and/or as defined in attached Schedules.
- 2.1.40. "Term" means the length of this Agreement as set out in s. 2.0. in this Agreement.

### **A3.0. GENERAL PROVISIONS**

#### **3.1. Representatives May Bind the Parties**

- 3.1.1. The Parties confirm that their respective representatives have the authority to legally bind them to the extent permissible by the requirements of law.

#### **3.2. Assignability**

- 3.2.1. The Service Provider shall not assign the whole or any part of the Agreement or any monies due under it without the prior written consent of DNSSAB. Such consent shall be in the sole discretion of DNSSAB.
- 3.2.2. In the event of an approved assignment, the Parties agree that the assignment will not be enforceable until the execution of an assignment and assumption agreement between the Parties and the assignee; which said agreement would assume all the terms and conditions of this Agreement and any other terms and conditions that DNSSAB may impose.
- 3.2.3. Assignment shall include any transfer in the majority ownership or controlling interest in the Service Provider, whether through the sale of shares, direct acquisition of assets or otherwise.
- 3.2.4. Without limiting the generality of the conditions which DNSSAB may require before consenting to the Service Provider's use of a subcontractor or any other type of assignment, every Agreement entered into by the Service Provider with a subcontractor or other type of assignment shall adopt all of the terms and conditions of the Agreement as far as applicable to those parts of the Services provided by the subcontractor or other type of assignment.

#### **3.3. Number, Gender, Person**

- 3.3.1. The Parties agree that words or numbers in or implying the singular include the plural and vice versa, and words having gender include all genders in this Agreement.

#### **3.4. Language**

- 3.4.1. The Parties agree that this Agreement and any related documents be drawn up in English unless mutually agreed otherwise. The Parties agree that the English-language version of the Agreement takes precedence over any other translations or versions.

#### **3.5. Sections and Headings**

- 3.5.1. The Parties agree that any reference in the Agreement to a Schedule or section or any subdivision thereof shall, unless the context otherwise requires, be taken as a

reference to the correspondingly labelled provision of this Agreement and is for convenience of reference and shall not affect the construction or interpretation of this Agreement.

### 3.6. Cost and Expenses

- 3.6.1. The Parties agree that all costs and expenses (including without limitation the fees and disbursements of legal counsel) connected with this Agreement, with the expectation of all costs associated with a Party's indemnification responsibilities, shall be paid by the Party incurring that expense.

### 3.7. Non-Exclusivity

- 3.7.1. The Service Provider acknowledges and agrees that entering into this Agreement with DNSSAB is not a guarantee or promise of exclusivity.
- 3.7.2. DNSSAB, in its discretion, may arrange for the performance of any Services by entities (internal and external) other than the Service Provider.

### 3.8. Service Provider's Representations, Warranties and Covenants

- 3.8.1. The Service Provider represents, warrants and covenants that:
- 3.8.1.1. It is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement.
- 3.8.1.2. It has the full right and power to enter into the Agreement, and there is no agreement with any other person, which would in any way interfere with the rights of DNSSAB under this Agreement.
- 3.8.1.3. The Services to be supplied under this Agreement will be in accordance with DNSSAB's requirements and expectations, as set out herein.
- 3.8.1.4. There are no actions, claims, suits or proceedings pending or to its knowledge threatened against or adversely affecting it or any of its Participating Entities in any court or before or by any federal, provincial, municipal or other government departments, commission, board, bureau or agency, Canadian or Foreign, that might affect the Service Provider's or its proposed Participating Entities' financial condition or ability to perform and meet any and all duties, liabilities and obligations as may be required under this Agreement.
- 3.8.1.5. It has a code of conduct and ethical responsibilities, including a policy on the protection of privacy in accordance with FIPPA, MFIPPA or PIPEDA, if applicable, or that is consistent with the Canadian Standards Association Code for the Protection of Personal Information.
- 3.8.1.6. It has a policy on conflict of interest for all persons at all levels.
- 3.8.1.7. It has a policy on access for all persons in accordance with the AODA.
- 3.8.1.8. It shall at all times comply and ensure compliance with all applicable federal, provincial or municipal legislation relating to occupational health and safety, including, without limitation, the Occupational Health and Safety Act, R.S.O. 1990 c. O.1, as amended, and any and all applicable industry standards and guidelines pertaining to the Services.
- 3.8.1.9. That no rights under the Human Rights Code, R.S.O. 1990, C. H.19, as amended, or other applicable Human Rights Policy will be infringed due to its actions and inactions in accordance to the Agreement.
- 3.8.1.10. It has the licenses, permits or other approvals from federal, provincial, municipal, or other government authorities and such private licenses, permits or approvals as may be necessary to enable the Service Provider to furnish the Services pursuant to this Agreement.
- 3.8.1.11. It and its officers and Personnel shall remain members in good standing with any applicable regulatory college or professional association, where applicable.
- 3.8.1.12. It has taken and will continue to take for the term of the Agreement, all reasonable actions to minimize and reduce the costs related to the Services that may be incurred as a result of the Termination or Expiration of the Agreement including negotiating all contracts related to the Services, such as employment contracts, on terms and conditions that will enable the Service Provider to minimize their cancellation costs in the event of the Termination or Expiration of the Agreement.

3.8.2. Upon the request of DNSSAB, the Service Provider will provide DNSSAB with proof of the matters referred to in SCH A s. 3.8.1.1, to s. 3.8.1.12.

3.9. Governance

- 3.9.1. The Service Provider represents, warrants and covenants that it has, and shall maintain, in writing, for the period during which this Agreement is in effect:
  - 3.9.1.1. Procedures to enable the Service Provider to manage the Funds prudently and effectively.
  - 3.9.1.2. Procedures to enable the Service Provider to carry out the Service successfully.
  - 3.9.1.3. Procedures to enable the Service Provider, in a timely manner, to identify risks to the continuation of the Services and strategies to address the identified risks.
  - 3.9.1.4. Procedures to respond to and recover from instances of wrongdoing both within the Service Provider’s organization, including Participating Entities, and/or clients, and if requested, submit a plan to address the wrongdoing to DNSSAB.
  - 3.9.1.5. Procedures to enable the preparation and delivery of all Reports.
  - 3.9.1.6. Procedures to enable the Service Provider to deal with such other matters as DNSSAB considers necessary to ensure that the Service Provider carries out its obligations under the Agreement.

3.10. Notices

- 3.10.1. Any demand, notice, direction or other communication to be made or given hereunder shall be in writing and may be made or given by personal delivery, by courier, by transmittal, by telecopy or other similar means of electronic communication/email, or sent by registered mail, charges prepaid, addressed to the respective Parties as detailed in SCH B or to such other address or fax number as any Party may from time to time notify other Parties in accordance to this section.
- 3.10.2. Any communications made by personal delivery or by courier shall be conclusively deemed to have been given and received on the day of the actual delivery thereof, or, if made or given by telecopy or other electronic means of communication, on the first Business Day following the transmittal thereof.
- 3.10.3. Any communication that is mailed shall be conclusively deemed to have been given and received on the fifth Business Day following the date of mailing but if at the time of mailing or within five Business Days thereafter, there is or occurs a labor dispute or other event that might reasonably be expected to disrupt the delivery of documents by mail, the same or similar Notice may then be delivered or transmitted by means of recorded electronic/email communication as provided in this section.

Contact Information for the purposes of Notice to DNSSAB	Position: Director of Children’s Services Address: 200 McIntyre Street, East, PO Box 750 North Bay, ON P1B 8V6 Name: Lynn Démoreé-Pitre Email: <a href="mailto:lynn.demore-pitre@dnssab.ca">lynn.demore-pitre@dnssab.ca</a>
Contact Information for the purpose of Notice to Service Provider	Position: xxx Address: xxx Name: xxx Email: xxx

3.11. PDF Delivery

- 3.11.1. For convenience, this Agreement may be executed and delivered in counterparts by facsimile or by email transmission of the executed Agreement scanned in a Portable Document Format (PDF file) to the extent such electronic execution is permitted under Ontario's Electronic Commerce Act, 2000, S.O. 2000, c. 17.
- 3.11.2. When executed in counterpart, scanned and delivered, each instrument shall be deemed an original, and collectively, all such instruments shall constitute the Agreement to be valid and binding upon the parties.
- 3.11.3. Any party executing this Agreement and transmitting it via facsimile or email using PDF shall immediately upon request provide an originally signed counterpart of this Agreement, provided, however, that any failure to provide such originally signed counterpart shall not constitute a breach of this Agreement.

3.12. Waiver

- 3.12.1. No term or provision of this Agreement shall be deemed waived and no breach consented to, unless such waiver or consent is in writing and signed by an authorized representative of the Party claiming to have waived or consented.
- 3.12.2. No consent by a Party to, or waiver of, a breach under this Agreement shall constitute consent to, waiver of, or excuse for any other, different or subsequent breach, except where expressly indicated otherwise.

3.13. Severability

- 3.13.1. The Parties agree that if any term or other provision of this Agreement or attached Appendix is invalid, illegal or incapable of being enforced by any applicable law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party.

3.14. Survival

- 3.14.1. All representations, warranties, and obligations of confidentiality and indemnification and reporting requirements as set forth in this Agreement shall survive termination of this Agreement.

3.15. Successors and Assigns

- 3.15.1. This Agreement shall be binding upon and ensure to the benefit of the successor and permitted assigns of each Party hereto.
- 3.15.2. Nothing contained in this Agreement, expressed or implied, shall confer upon any person, corporation or other entity, other than the Parties hereto and their successors in interest and assigns, any rights, or remedies under or by reason of this Agreement.

3.16. Force Majeure

- 3.16.1. The Parties agree that if a Force Majeure Event occurs, the Party affected by such Force Majeure Event (the "Affected Party") must immediately give the other Party Notice of:
- 3.16.1.1. the Force Majeure Event including its nature and likely duration;
  - 3.16.1.2. a description of which obligations have been prevented or delayed; and
  - 3.16.1.3. the nature and extent of the effects of the Force Majeure Event on such obligations.
- 3.16.2. Provided the Force Majeure Event is not caused or contributed to by the Affected Party; provided the Affected Party uses reasonable commercial efforts to remove or lessen the effects of the Force Majeure Event, the obligations of the Affected Party shall be suspended, to the extent that they are affected by the Force Majeure Event, from the date the Affected Party gives the written Notice until the cessation of the Force Majeure Event.
- 3.16.3. Where the Affected Party is the Service Provider, DNSSAB shall be entitled to contract with a third party to meet its needs for Services for the duration of the Force Majeure Event. In such a case, the consideration (if any) payable to the Service Provider shall be reduced by an equitable amount to reflect the Services provided by the third party.



- 3.16.4. The Affected Party shall report to the other Party in writing (regularly) of its steps to remove or lessen the effect of that Force Majeure Event. Notwithstanding anything contrary, the Service Provider shall not be entitled to any increase in the consideration on account of any impact of a Force Majeure Event.
- 3.16.5. On the cessation of such Force Majeure Event, the Affected Party shall:
- 3.16.5.1. immediately give Notice to the other Party of the cessation of the Force Majeure Event; and
  - 3.16.5.2. resume performance of the obligations suspended as a result of the Force Majeure Event.
- 3.17. Governing Law
- 3.17.1. This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.
  - 3.17.2. Any actions or proceedings arising in connection with this Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.
- 3.18. Compliance with Laws
- 3.18.1. The Parties agree that it shall comply with all laws, statutes, regulations, by-laws, rules, declarations, ordinances, directions, directives, orders, requirements of all federal, provincial, municipal, local and other governmental and quasi-governmental authorities, departments, commission and boards having jurisdiction, including, but not limited to the Child Care and Early Years Act, 2014, S.O. 2014, c. 11, Sched. 1; Employment Standards Act, 2000, S.O. 2000, c. 41; Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c.11; Occupational Health and Safety Act, R.S.O. 1990, c. 0.1; Human Rights Code, R.S.O. 1990, c. H.19; the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56; the Personal Information Protection and Electronic Documents Act, S.C. 2000, c.5; and the Personal Health Information Protection Act, 2004, S.O. 2004, c.3, Sched. A, as amended or re-enacted from time to time, and any successor legislation.
- 3.19. Conflict of Interest
- 3.19.1. Should the Service Provider have or acquire any direct or indirect pecuniary interest in any matter with DNSSAB, apart from this Agreement, the Service Provider shall forthwith disclose his interest to DNSSAB.
  - 3.19.2. DNSSAB shall have the exclusive right to terminate Funding should the Service Provider have a Conflict of Interest.
- 3.20. Public Announcements
- 3.20.1. Announcements regarding all Services are communication opportunities for the federal government, the provincial government, and DNSSAB. Announcements related to Funding received for Services must clearly acknowledge the contributions made by the Province of Ontario, the Government of Canada, and DNSSAB.
  - 3.20.2. In addition, any such communication opportunities must remain confidential until they are announced publicly by the Province of Ontario and the Government of Canada or jointly by the provincial government, federal government, and DNSSAB.
  - 3.20.3. The intent is to help promote the role of the Government of Canada, the Ministry, DNSSAB, and Service Providers in bringing new investments to local communities.
- 3.21. Lobbying or Influence
- 3.21.1. The Service Provider covenants and agrees that it shall not use any Funds advanced hereunder to support the lobbying or influence any government body or agency.
- 3.22. Independent Legal Advice
- 3.22.1. The Service Provider acknowledges that they have been advised by DNSSAB to seek independent legal advice with respect to entering into this Agreement and

that the Service Provider is entering into this Agreement with full knowledge of the contents hereof, of their own free will and with full capacity and authority to do so.

3.23. Further Assurances

3.23.1. Each Party shall at any time and from time to time, upon the request by another Party, execute and deliver such documents and do such further acts and things as the other Party may reasonably request to evidence, carry out and give full effect to the terms, conditions, intent and meaning of the Agreement.

3.24. Service Provider Contractual Status

3.24.1. The Service Provider is an independent contractor and the Service Provider, its agents, officers and employees, in the performance of this Agreement, shall be taken to be acting in an independent capacity and not as officers or employees of DNSSAB.

3.24.2. The Service Provider shall be solely responsible for the payment of any subcontractors employed, engaged, or retained by the Service Provider for assisting it in the discharge of its obligation under this Agreement.

3.25. Confidentiality

3.25.1. The Service Provider shall establish and maintain policies, procedures and safeguards that protect all Confidential Information that has been provided to or received by the Service Provider from DNSSAB against any breach of confidentiality that shall be no less rigorous than those policies, procedures, and safeguards in effect to protect the Service Provider's similar Confidential Information at or exceeding industry-based practices.

3.25.2. The Service Provider shall advise DNSSAB immediately in the event of a security/privacy breach and comply, assist and provide necessary access or documentation for any investigation or request from DNSSAB therefrom.

3.25.3. The Service Provider, its directors, officers, employees, agents and volunteers shall hold confidential and not disclose or release other than to DNSSAB at any time during or following the Term of this Agreement, except where required by law or statute, any information that identifies any Person in receipt of Services without first obtaining the written consent of the Person.

3.25.4. Any information collected by DNSSAB pursuant to this Agreement is subject to the rights and safeguards provided for in the Municipal Freedom of Information and Protection of Privacy Act.

3.25.5. Failure to comply with this section may be grounds for immediate termination of this Agreement, at the discretion of DNSSAB.

3.26. Indemnity

3.26.1. To the maximum extent permitted by law, the Service Provider agrees to indemnify and hold harmless DNSSAB, its elected and unelected officials, officers, directors, employees, representatives and agents (collectively, the "Indemnified Parties"), from and against all claims, demands, proceedings, injuries and actions, and all losses, liabilities, costs, charges, expenses and damage (including legal fees and disbursements on a substantial indemnity basis) (collectively, "Claims") suffered or incurred by such Indemnified Parties of whatsoever nature arising out of or in any manner connected with the performance of this Agreement, to the extent such Claims are caused directly or indirectly by: a breach of any obligation or covenant of the Service Provider contained in this Agreement; or the negligence or wilful acts or omissions of the Service Provider, its employees, sub-contractors, agents and representatives and any of their respective employees involved in the provision of the Services hereunder.

3.27. Insurance

3.27.1. During the term of this Agreement, the Service Provider shall maintain, at its own expense, general liability and property damage insurance having a limit of not less than FIVE MILLION DOLLARS (\$5,000,000.00) per occurrence in respect of injury or death while on the premises or under the supervision of the Service

Provider or for property damage insurance with an insurer acceptable to DNSSAB.

- 3.27.2. DNSSAB shall be shown as additional insured on all insurance policies.
  - 3.27.3. The Service Provider shall, at its own expense, maintain insurance liability for bodily injury and property damage caused by vehicles owned or vehicles not owned by the Service Provider and used in connection with the said operations, including Passenger Hazard having a limit of not less than FIVE MILLION DOLLARS (\$5,000,000.00) for each occurrence and agrees to indemnify and save harmless DNSSAB from all claims, actions, damages, costs or expenses therefrom.
  - 3.27.4. All policies shall contain undertakings from the insurer that none of the policies shall be cancelled or allowed to lapse or be materially changed until at least thirty (30) days prior written notice has been given to DNSSAB.
  - 3.27.5. The Service Provider shall provide at the time of execution of this Agreement evidence of such insurance coverage in a form satisfactory to the CAO or designate and from time to time, as such coverage expires or is replaced, shall provide evidence of renewals or replacements thereof satisfactory to the CAO or designate.
  - 3.27.6. The Service Provider shall submit to DNSSAB a copy of the insurance certificate providing evidence of renewal or replacement on an annual basis.
- 3.28. Assurances
- 3.28.1. The Service Provider shall use the Funds provided by DNSSAB only for the specific purpose for which the Funds are provided.
  - 3.28.2. Notwithstanding anything in this Agreement, no payments shall be due to or payable to the Service Provider by DNSSAB under this Agreement unless such payments are eligible for cost sharing from the Ministry pursuant to Ministry Legislation and/or approved by DNSSAB.
  - 3.28.3. Notwithstanding anything in this Agreement, any payments made by DNSSAB, which are for any reason in excess of the amount to which the Service Provider is entitled, shall be immediately refunded to DNSSAB by the Service Provider after demand by the CAO or designate or, at its sole option, DNSSAB may deduct or set off the overpayment from any subsequent Funds due to the Service Provider.
  - 3.28.4. The Service Provider shall submit to DNSSAB a budget with respect to the Services it provides pursuant to the Agreement, which shall be provided annually or at such other intervals as determined by the CAO or designate.
- 3.29. Dispute Resolution Process
- 3.29.1. The Parties have agreed to use the dispute resolution process set out herein to resolve any issues arising between them under the terms of this Agreement. However, the Parties agree that the dispute resolution process prescribed in this article does not limit, affect, modify, or alter any rights and remedies of the Parties to Terminate this Agreement.
  - 3.29.2. Dispute Resolution by Rectification Notice
    - 3.29.2.1. The Parties agree that when a Party fails to comply with any of its obligations under the Agreement (a "Defaulting Party"), the Party not in default (a "Non-Defaulting Party") may deliver a written rectification Notice (a "Rectification Notice") setting out the manner and time frame for rectification. Within seven (7) Business Days of receipt of the Rectification Notice, the Defaulting Party shall either:
      - 3.29.2.1.1. comply with the terms of the Rectification Notice; or
      - 3.29.2.1.2. deliver a satisfactory rectification plan (a "Rectification Plan") to the Non-Defaulting Party.
  - 3.29.3. Dispute Resolution by Formal Discussion
    - 3.29.3.1. If a Defaulting Party fails to either (a) comply with a Rectification Notice or (b) deliver a satisfactory Rectification Plan, the Parties shall attempt to resolve the dispute identified in the Rectification Notice by means of a Formal Discussion within ten (10) Business Days after receipt of a Notice of the Defaulting Party's failure to comply with a Rectification Notice or to provide a satisfactory Rectification Plan.
  - 3.29.4. Dispute Resolution by Mediation

3.29.4.1. If the Formal Discussion fails to resolve some or all of the issues in dispute identified in the Rectification Notice, the Parties shall attempt to resolve all or the remaining issues in the dispute through mediation. If the Parties do not resolve all or the remaining issues in dispute through mediation, then either Party may pursue resolution through legal means.

3.29.5. Performance during Dispute Resolution

3.29.5.1. Subject to the terms and conditions of this Agreement, unless requested or otherwise agreed to by DNSSAB, the Service Provider shall not stop or suspend the performance of the Services hereof pending the resolution of any dispute. At any time prior to the resolution of a dispute, DNSSAB may provide a written direction to the Service Provider as to the manner by which it shall deliver Services pending resolution of the dispute, and the Service Provider shall proceed as directed.

3.30. Termination

3.30.1. If in the opinion of the CAO, the Service Provider is in breach of this Agreement, DNSSAB may terminate this Agreement immediately by giving written notice to the Service Provider.

3.30.2. If DNSSAB terminates this Agreement pursuant to SCH A s. 3.30.1., DNSSAB may,

3.30.2.1. cancel all further installments of Funds;

3.30.2.2. demand repayment of any Funds remaining in the possession or control of the Service Provider;

3.30.2.3. determine the reasonable costs of the Service Provider to wind down the Services; and

3.30.2.4. permit the Service Provider to offset the costs determined pursuant to SCH A s. 3.30.2.3., against the amount owing pursuant to SCH A s. 3.30.2.2; or

3.30.2.5. provide Funds to the Service Provider to cover the costs determined pursuant to SCH A s. 3.30.2.3.

3.30.3. Either Party may terminate the Agreement at any time without cause by giving at least sixty (60) days written notice to the other Party.

3.30.4. If the Agreement is terminated with respect to the provision of a specific service as outlined in the Schedule, all obligations with respect to the provision of all other services continue in full force and effect.

3.30.5. If an Event of Default occurs, DNSSAB may, at any time, take one or more of the following actions:

3.30.5.1. initiate any action DNSSAB considers necessary in order to facilitate the Event of Default;

3.30.5.2. provide the Service Provider with an opportunity to remedy the Event of Default;

3.30.5.3. suspend the payment of Funds for such period of time as DNSSAB considers appropriate;

3.30.5.4. reduce the amount of Funds;

3.30.5.5. cancel all future installments of Funds;

3.30.5.6. demand the repayment of any Funds remaining in the possession or under the control of the Service Provider;

3.30.5.7. demand the repayment of an amount equal to any Funds the Service Provider used, but did not use in accordance with this Agreement;

3.30.5.8. demand the repayment of an amount equal to any Funds DNSSAB provided to the Service Provider; and/or

3.30.5.9. terminate the Agreement at any time, including immediately upon giving notice to the Service Provider.

3.30.6. If in accordance with SCH A s. 3.30.5.2, DNSSAB provides the Service Provider with an opportunity to remedy the Event of Default, DNSSAB shall provide Notice to the Service Providers of:

3.30.6.1. the particulars of the Event of Default; and

3.30.6.2. the Notice Period.

- 3.30.7. If DNSSAB has provided the Service Provider with an opportunity to remedy the Event of Default pursuant to SCH A s. 3.30.6; and
- 3.30.7.1. the Service Provider does not remedy the Event of Default within the Notice Period;
  - 3.30.7.2. it becomes apparent to DNSSAB that the Service Provider cannot completely remedy the Event of Default within the Notice Period;
  - 3.30.7.3. the Service Provider is not proceeding to remedy the Event of Default in a way that is satisfactory to DNSSAB;
- 3.30.8. DNSSAB may extend the Notice Period, or initiate any one or more of the actions provided for in SCH A s. 3.30.5.1. to 3.30.5.9.
- 3.30.9. Termination under this section shall take effect as set out in the Notice.
- 3.30.10. The CAO or designate may in his/her sole and absolute discretion terminate this Agreement without prior notice to the Service Provider under the following conditions:
- 3.30.10.1. the Service Provider fails to have a license as required by the Child Care and Early Years Act, 2014, S.O. 2014, C.11;
  - 3.30.10.2. the Service Provider fails to fulfill any of its obligations under this Agreement;
  - 3.30.10.3. the Province of Ontario terminates Funding for any of the services described in the Schedules;
  - 3.30.10.4. and such termination shall take effect upon the Service Provider being verbally advised of the Administrator's decision to terminate this Agreement. In the event that the Province of Ontario restructures or terminates the Funding program, DNSSAB shall make reasonable efforts to provide the Service Provider with whatever notice it receives from the Province of Ontario of such changes.
  - 3.30.10.5. In the event notice is given to terminate in accordance with this section, the Service Provider shall, during the notice period, provide only those Services which the CAO determines are reasonably required to complete the Services in progress.
  - 3.30.10.6. Upon termination of this Agreement, the Service Provider shall reimburse forthwith to DNSSAB any Funds and all interest advanced by DNSSAB, which are not expended in accordance with this Agreement and the final year-to-date, and year-end financial reports and statements in accordance with SCH C s. 3.0. and s. 7.0. hereof.
- 3.30.11. Nothing contained in this Agreement shall be construed as restricting or preventing either Party from relying on any right or remedy otherwise available at law in the event of any breach of this Agreement.

### 3.31. Termination Where No Appropriation

- 3.31.1. If DNSSAB does not receive the necessary appropriation from the Ministry for payment DNSSAB is to make pursuant to the Agreement, DNSSAB is not obligated to make any such payment, and as a consequence, DNSSAB may:
  - 3.31.1.1. reduce the amount of the Funds and, in consultation with the Service Provider, change Services; or
  - 3.31.1.2. If DNSSAB does not receive the necessary appropriation from the Ministry for any payment DNSSAB is to make pursuant to this Agreement, DNSSAB may terminate this Agreement immediately by giving notice to the Service Provider.
- 3.31.2. If DNSSAB terminates this Agreement pursuant to SCH A s. 3.31.1, DNSSAB may:
  - 3.31.2.1. cancel all further installments of Funds;
  - 3.31.2.2. demand the repayment of any Funds remaining in the possession or under the control of the Service Provider; and/or
  - 3.31.2.3. determine the reasonable costs for the Service Provider to wind down the Services and permit the Service Provider to offset such costs against the amount owing pursuant to SCH A s. 3.31.2.2.
- 3.31.3. For the purpose of clarity, if the costs determined pursuant to SCH A s. 3.31.2.3, exceed the Funds remaining in the possession or under the control of the Service Provider, DNSSAB shall not provide additional Funds to the Service Provider.

3.32. Program Closure/Sale and Removable Assets

- 3.32.1. During the Term of this Agreement, where the Service Provider enters into an agreement with any Person to sell, merge/amalgamate or transfer ownership/control of its shares or assets to such Person (the "Purchaser"), DNSSAB is under no obligation to assign the Agreement to the Purchaser unless the Service Provider has received the prior written consent of DNSSAB, which consent may be unreasonably or arbitrarily withheld. In exercising its discretion to approve or refuse its consent to assign the Agreement, DNSSAB may consider, among other things, the requirements of DNSSAB policies, service system planning and the DNSSAB strategic plan.
- 3.32.2. Where DNSSAB has delivered funds to the Service Provider to purchase Chattels or Motor Vehicles to be used in the delivery of Services, the parties agree that DNSSAB shall retain an interest in such Chattels and Motor Vehicles. Where DNSSAB has delivered funds to the Service Provider to purchase one or more Motor Vehicles, the DNSSAB may register a security interest in such Motor Vehicles under the Personal Property Security Act (Ontario). The Service Provider shall not dispose or change the use of such Chattels and Motor Vehicles without the written consent of DNSSAB, which consent may not be withheld unreasonably or arbitrarily.
- 3.32.3. Immediately upon the Service Provider entering into an agreement with any Purchaser in respect to the sale, merger/amalgamation or transfer of ownership or control of the Service Provider's shares or assets, the Service Provider shall deliver notice in writing of such pending sale, merger/amalgamation or transfer of control to DNSSAB. Unless DNSSAB agrees to the assignment of programs to such Purchaser, DNSSAB will initiate steps for program closure and retrieval of Chattels and/or Motor Vehicles from the Service Provider.
- 3.32.4. Subject as hereinafter provided, if the Service Provider intends to sell Chattels and/or any Motor Vehicle for which it has received funds for purchase from DNSSAB, such sale must be undertaken in such a manner as to ensure that the Service Provider has obtained the fair market value of such Chattels or Motor Vehicle. In the event such Chattels or Motor Vehicles are transferred to another Service Provider acceptable to DNSSAB, such transfer or the sale may be undertaken for nominal consideration. The Service Provider must receive the prior written consent from DNSSAB to any sale or transfer of Chattels or Motor Vehicle(s), which consent may not be withheld unreasonably or arbitrarily. All proceeds from the sale received by the Service Provider shall be delivered to DNSSAB immediately upon receipt.
- 3.32.5. The Service Provider agrees to maintain an up-to-date inventory record (the "Inventory Record") which reflects the following information respecting Chattels and Motor Vehicle(s) purchased by the Service Provider using Funds received by the Service Provider from DNSSAB:
- 3.32.5.1. original acquisition date of such Chattels and Motor Vehicle(s);
  - 3.32.5.2. the cost sharing arrangement;
  - 3.32.5.3. a description of such Chattels and Motor Vehicle(s) including make, model and serial number(s), and
  - 3.32.5.4. changes in use, replacement or disposal.
- 3.32.6. The Service Provider shall ensure that the Inventory Record includes relevant documentation, including appraisal or evaluation reports, the method of sale or means of disposal, the amount received and the use of the proceeds and that the Inventory Record is available to DNSSAB upon request.

3.33. French Language Services

- 3.33.1. Service Providers will ensure that they have the capacity to provide and deliver Services in French to Francophone individuals participating in the Services provided by the Service Provider, as required by the French Languages Services Act, R.S.O.1990, c. F.32, ("French Languages Services Act").
- 3.33.2. The Service Provider shall respond to needs in accordance with the FLS requirements, including, but not limited to providing services, signs, notices, and other information on Services in French and initiating communication with the

public, to make known to members of the public that the Service is available in French.

### 3.34. Duties Of The Service Provider

#### 3.34.1. The Service Provider shall:

- 3.34.1.1. Adhere to all requirements as set out in this Agreement, applicable Act, legislation, regulation and Policies and Guidelines.
- 3.34.1.2. Provide Services in accordance with the Child Care and Early Years Act, 2014, S.O. 2014, C.11 and its regulations.
- 3.34.1.3. Maintain at all times a valid, clear license or renewal of license, under the Child Care and Early Years Act, 2014, S.O. 2014, C.11 and its regulations, and as may be required to operate or maintain Services.
- 3.34.1.4. Ensure the implementation of the Ministry's pedagogical approach of How Does Learning Happen? to provide a holistic approach to optimal learning and development for every child in all Services in accordance with Policies and Guidelines.
- 3.34.1.5. Ensure that the Agency's program statement outlines, among other things, the goal(s) and approach(es) with respect to how the program plans for and creates positive learning environments and experiences in which each child's learning and development will be supported and which is inclusive of all children, including children with individualized plans.
- 3.34.1.6. Develop individualized support plans for children with exceptional needs enrolled in their child care program. The plan must be developed in collaboration with the parent of the child, the child (if appropriate for the child's age), the resource consultant and any regulated health professional that works with the child. Individualized support plans must contain the following information:
  - 3.34.1.6.1. How the child care centre will support the child to function and participate while in the care of the centre;
  - 3.34.1.6.2. Any supports or aids, or adaptations or other modifications to the physical, social and learning environment that are necessary; and
  - 3.34.1.6.3. Instructions relating to the child's use of the supports or aids or, if necessary, the child's use of or interaction with the adapted or modified environment, where applicable.
- 3.34.1.7. Work in collaboration with the Inclusion Support Program and regulated health professionals to ensure that each child's learning and development is fully supported with the program.
- 3.34.1.8. Submit electronically to DNSSAB annually or as updates are made, a copy of the Agency's parent handbook and waitlist policy.
- 3.34.1.9. Deliver high quality programming which meets the requirements of applicable legislation and regulatory standards including without limitation, Policies and Guidelines, the College of Early Childhood Educators of Ontario's Code of Ethics and Standards of Practice.
- 3.34.1.10. Provide Services that are inclusive and culturally safe in accordance with this Agreement and Policies and Guidelines.
- 3.34.1.11. Regularly participate in initiatives established by DNSSAB or the Ministry designed and intended to benefit the Service Provider. Initiatives include without limitation: Inclusion Support Core Training opportunities, programs to assist in capacity building, programs to provide networking opportunities, early years and child care system planning initiatives, program quality initiatives, professional development opportunities to assist in the deliverance of quality care, surveys that support service system planning and DNSSAB's program quality improvement initiative.
- 3.34.1.12. Allow access to the premises and satellite premises without notice, during usual business hours, or extended business hours where applicable, to DNSSAB staff or designate for the purpose of site visits and quality assurance matters.

- 3.34.1.13. Take active part in the QAAP at its own expense, if any, including but not limited to completing the Agency's portion of the site visit report, attending follow-up meetings, implementing suggestions and utilizing resources when necessary and in a timely manner.
- 3.34.1.14. Actively participate and engage in the QAAP activities while demonstrating commitment to continually improving the quality of Services delivered to children and families in accordance with Policies and Guidelines.
- 3.34.1.15. Acknowledge that commitment to continuous improvement as described above in SCH A s. 3.34.1.11. is the established minimum compliance in all Services.
- 3.34.1.16. Ensure that QAAP activities include but are not limited to the continued implementation of the pedagogical approach HDLH?, continued implementation of QAAP goals, alignment with Ontario Early Years Policy Framework, evidence of ongoing reflective practice, goal setting, timely completion of QAAP documents, detailed reflections and commitment to continuous professional learning.
- 3.34.1.17. Acknowledge that DNSSAB may deem the Agency as non-compliant when there is ongoing refusal or lack of commitment in participating and engaging in QAAP activities or there is an evident lack of follow-through or ongoing commitment towards quality services.
- 3.34.1.18. Acknowledge that if the Service Provider remains non-compliant and has failed to achieve compliance after the stipulated timeframe according to Policies and Guidelines, or if there is a reoccurrence of non-compliance with the QAAP during the term of this Agreement or subsequent Agreements, DNSSAB reserves the right to terminate this Agreement with the Service Provider.
- 3.34.1.19. Provide such reports and information as may be required by DNSSAB from time to time to assess the Service Provider's level of participation in quality initiatives and professional development.
- 3.34.1.20. Give DNSSAB notice in writing within 24 hours of the occurrence of any of the following events:
- 3.34.1.20.1. receipt of a provisional license where the Service Provider operates a Licensed Child Care Centre or Home Child Care Agency;
  - 3.34.1.20.2. the suspension, revocation or expiry without renewal of the Service Provider's child care centre license, where the Service Provider operates a Licensed Child Care Centre or Home Child Care Agency;
  - 3.34.1.20.3. any charges laid against the Service Provider, staff, Home Child Care Provider or board member in connection with the provision of Services or the operation of Services;
  - 3.34.1.20.4. all actual, potential, alleged or perceived issues related to serious occurrences as well as any incidents/allegations of a serious nature whether or not the Service Provider is required to report the event to the Ministry.



**SCHEDULE “B” AGREEMENT SPECIFIC INFORMATION & ADDITIONAL PROVISIONS**

**B1.0. BUDGET AND ALLOCATIONS SUMMARY**

2023 ALLOCATION SUMMARY <sup>1</sup>		
Fee Subsidy		Based on Monthly Billing
General Operating Grant	Total Allocation	\$
Licensed Home Child Care Grant	Total Allocation	\$
Pay Equity	Total Allocation	\$
Inclusion Support Program	Total Allocation	\$
EarlyON Child and Family Centres	Total Allocation	\$
CWELCC - Fee Reduction		Based on Monthly Billing/ Reconciliation
CWELCC –Workforce Compensation	Total Allocation	\$
Wage Enhancement Grant (WEG)	January to March <sup>2</sup>	\$
Home Child Care Enhancement Grant (HCCEG)	January to March <sup>2</sup>	\$
Workforce Strategy: Professional Learning		Based on Monthly Billing
One-Time Special Purpose Funding		\$ 0

<sup>1</sup> 2023 allocations are subject to DNSSAB board approval through the 2023 budget process.

<sup>2</sup> Estimated first quarter allocation until final review and reconciliation of 2022 WEG and HCCEG.

**B2.0. FUNDING LEVEL REVIEW**

- 2.1. DNSSAB may engage in a review of Funding authorized under any one or more of the Services against its allocation criteria and/or provincial eligibility requirement as the case may be, at the end of each year in the Term or at any such other time or times during the course of each year in the Term as determined by DNSSAB.
- 2.2. The Service Provider agrees to co-operate in any such review process, providing such information and documentation as may be described in the Agreement or otherwise required by DNSSAB within the time lines set by DNSSAB. Failure to co-operate may result in termination of the Agreement by DNSSAB and may result in a deemed Event of Default under SCH A s.3.30.5. of this Agreement and trigger the corresponding repayment provisions.
- 2.3. DNSSAB has discretion to determine reasonability and eligibility of a Service Provider’s costs, and expenses, and to adjust Funding based on DNSSAB’s review and in accordance with Policies and Guidelines.
- 2.4. DNSSAB shall notify the Service Provider in writing of any change to the authorized Funding for any Service setting out the effective date of the change. In the event that the change results in an overpayment to the Service Provider, DNSSAB may withhold the overpayment from the next and subsequent instalments of Funding as required until DNSSAB is reimbursed. In the event that the change results in an underpayment to the Service Provider, DNSSAB shall include the adjusted amount in the next instalment payment or where not feasible for operational or administrative reasons, on such later date as determined by DNSSAB.

## **SCHEDULE "C" SERVICE RECORDS, REPORTS, PROGRAM AND FINANCIAL AUDITS**

### **C1.0. DEFINITIONS**

In this schedule, the following terms will have the following meanings:

- 1.1. "Funds" or "Funding" means all provincial/federal or municipal monies received from DNSSAB for the delivery of Services.

### **C.2.0. SERVICE RECORDS**

- 2.1. The Service Provider shall keep and maintain:
  - 2.1.1. service records respecting the Services provided by the Service Provider pursuant to this Agreement for each site where these Services are provided in an organized manner;
  - 2.1.2. up-to-date financial records and books of account relating to the Funds received by the Service Provider from DNSSAB pursuant to this Agreement, in a manner consistent with generally accepted accounting principles;
  - 2.1.3. a financial statement and reconciliation report with respect to Services provided by the Service Provider pursuant to this Agreement that shall be provided to DNSSAB upon the request of the CAO or designate;
  - 2.1.4. Any other records as required pursuant to this Agreement; and
  - 2.1.5. All other records that the CAO or designate, acting reasonably, requests.
- 2.2. The Service Provider agrees to retain all of the Service Provider's materials, records and documents relating to this Agreement and the Services provided for seven (7) years after the date of expiry or termination of this Agreement.
- 2.3. In the event the Service Provider ceases operation, it is agreed that the Service Provider will not dispose of any records related to the Services provided for under this Agreement without the prior written consent of DNSSAB, which may be given subject to such conditions, as DNSSAB deems advisable.

### **C3.0. REPORTS**

- 3.1. The Service Provider shall:
  - 3.1.1. ensure the reports referred to in this Agreement shall be in a form and contain such content as is reasonably required by the CAO or designate;
  - 3.1.2. acknowledge that failure to submit the reports required in accordance with this Agreement may result either in the withholding of payment until such reports, in the proper form, are submitted or in the termination of this Agreement.
  - 3.1.3. complete any other and all reports as required pursuant to this Agreement; and
  - 3.1.4. provide all other reports that the CAO or designate, acting reasonably, requests.
- 3.2. The Service Provider will adhere to any additional financial reporting requirements specified in this Agreement.
- 3.3. The Service Provider must provide sufficient and detailed financial information for review in accordance with the Funding, accountability and reconciliation process as determined by Policies and Guidelines and reporting requirements.
- 3.4. The Service Provider acknowledges that DNSSAB has the full authority to review and reconcile reports submitted by the Service Provider.
- 3.5. The Service Provider acknowledges that failure to submit the reports required in accordance with timelines stipulated in this Agreement may result either in the withholding of payment until such reports, in the proper form, are submitted or in the termination of this Agreement.
- 3.6. Reports containing inaccurate, erroneous or falsified information may disqualify the Service Provider from ongoing and future Funding under this and/or any other Agreements with DNSSAB, at DNSSAB's sole and absolute discretion.
- 3.7. The Service Provider shall permit DNSSAB to review and make copies, all of the Service Provider's materials, records and other documents relating to this Agreement provided that DNSSAB gives the Service Provider twenty-four (24) hours notice of its intention to do so, at any time during the Term of this Agreement and for seven (7) years after its expiry or termination and during the Service Provider's usual business hours.

### **C4.0. REPORTING AND RECONCILIATION REQUIREMENTS**

- 4.1. The Service Provider agrees to complete and electronically submit the requested information as well as financial and reconciliation reports, using DNSSAB provided reporting templates to DNSSAB in accordance this Agreement, Policies, and Guidelines.

- 4.2. The Service Provider shall complete the monthly, quarterly, annual and reconciliation reports, and submit such reports in accordance with the stipulated due date, as specified on the reporting template, utilizing the prescribed format determined by DNSSAB to avoid any Funding delays, recovery or ineligibility to receive future Funding.
- 4.3. The Service Provider shall ensure that reports are completed accurately and reflect the program's actual standing.
- 4.4. The Service Provider agrees that DNSSAB has the right to follow up with the Service Provider on any expenditures, adjustments, or recoveries reported to DNSSAB.
- 4.5. The Service Provider agrees that adjustments and recoveries of Funding will be determined at the discretion of DNSSAB and will be based on the reconciliation process, Policies, and Guidelines.

**C5.0. RETAINED EARNING OR RESERVES**

- 5.1. The Service Provider is permitted to accumulate financial reserves or retained earnings to support with working capital requirements.

**C6.0. FINANCIAL COMPLIANCE AUDIT**

- 6.1. The Service Provider acknowledges that DNSSAB will conduct random financial compliance audits each year to ensure accountability and confirm that Funds were used in accordance with terms, conditions, requirements, Policies and Guidelines set out in this Agreement.
- 6.2. The Service Provider will prepare and submit upon reasonable notice, additional financial reports in such form and containing such information as DNSSAB may require at any time at the Service Provider's expense.
- 6.3. The Service Provider shall permit DNSSAB or its designated representatives to enter at any reasonable time, with or without notice, any premises used by the Service Provider for the provision of Services pursuant to this Agreement in order to observe and evaluate the Services provided or audit/review the financial records and books of account.
- 6.4. If, through the course of conducting a compliance audit pursuant to SCH C s. 6.0. DNSSAB is required to engage the services of a third party/parties, any costs incurred by DNSSAB to engage the third party/parties shall be billed back to the Service Provider. DNSSAB shall advise the Service Provider in any circumstance where the services of a third party/parties have been sought.
- 6.5. The Service Provider agrees that its staff and board members providing Services pursuant to this Agreement shall be available for consultation with DNSSAB upon the request of the CAO or designate.

**C7.0. ANNUAL FINANCIAL AUDIT**

- 7.1. The Service Provider will submit to DNSSAB audited financial statements prepared by a licensed public accountant and a Management Letter (issued by the external auditor) within four months of the Service Provider's year-end.
- 7.2. The audited financial statements shall disclose separately, either on the face of the statement of operations or in the notes to the financial statements, the categories of Funding received from DNSSAB during the period.
- 7.3. The Service Provider will ensure that the annual audited financial statements clearly provide a reconciled, unaudited separate schedule for each category of Funding received by DNSSAB and how this Funding has been expended throughout the year.
- 7.4. The audited financial statements shall disclose as a note, information related to reserves and/or accumulated surplus and/or retained earnings for each Service provided by the Service Provider.

## **SCHEDULE “D” PROGRAM DESCRIPTION: CANADA-WIDE EARLY LEARNING AND CHILD CARE SYSTEM – FEE REDUCTION**

### **D1.0. DEFINITIONS**

In this Schedule, all capitalized terms noted below shall have the following respective meanings:

- 1.1. “Actual Cost” means funding to support the costs incurred in the portion of the Service Provider’s child care business for eligible children, net of fee generated revenues received by the Service Provider from base fees, any provincial and current ELCC funding, municipal funding, and other revenues provided to a Service Provider to support the costs associated with the Base Fee for Eligible Children.
- 1.2. “Base Fee” means the daily rate or any fee or part of a fee that is charged to Eligible Families for child care services, including anything a Service Provider is required to provide under the Act or anything a Service Provider requires the parent to purchase from the Service Provider, but does not include a non-base fee.
- 1.3. “Calendar Days” means consecutive days, inclusive of Saturdays, Sundays, statutory or other holidays.
- 1.4. “Centre Based Licensed Capacity” means the maximum number of children, including the number in each age category, permitted to be receiving child care in the child care centre child care at one time as set out in the licence of the child care centre.
- 1.5. “CWELCC System” means the Canada-Wide Early Learning and Child Care System for early years and child care funding provided for in an agreement entered into by the Province of Ontario and the Government of Canada.
- 1.6. “Eligible Child” or “Eligible Children” means any child under six years old; and up until June 30 in a calendar year, any child who (a) turns six years old between January 1 and June 30 in that calendar year, and (b) is enrolled in a licensed infant, toddler, preschool or kindergarten group, a licensed family age group, or home child care, as defined in the Act.
- 1.7. “Eligible Families” means Full Fee parents or parents in receipt of Fee Subsidy financially responsible for the child care costs of Eligible Children.
- 1.8. “Fee Subsidy” means financial assistance provided toward the cost of licensed child care services, licensed home child care and children’s recreation programs.
- 1.9. “Full Fee” means a Parent or Guardian that is not considered a Person in Need of Fee Subsidy.
- 1.10. “Funds” or “Funding” means CWELCC System funding to support with child care fee reductions.
- 1.11. “Home Child Care Licensed Capacity” means the maximum number of children permitted to be receiving child care in the home at one time as set out in the agreement between the licensed home child care agency and home child care provider.
- 1.12. “Non-Base Fee” means any fees charged for optional items or optional services, such as transportation or field trips, or any fees charged pursuant to an agreement between the parent and the Service Provider in respect of circumstances where the parent fails to meet the terms of the agreement (e.g. fees for picking up a child late, fees to obtain items that the parent agreed to provide for their child but failed to provide), as defined in the Act.
- 1.13. “Operating Capacity” means the number of children the centre/home child care is planning to serve as per the licensee’s staffing complement and budget, to a maximum ceiling of the licensed capacity.
- 1.14. “Participation Date” means the date that this Agreement was fully executed by the Service Provider and DNSSAB, confirming the Agency’s enrolment and participation in the CWELCC System.

### **D2.0. PURPOSE**

- 2.1. The CWELCC System provides opportunity to address the priorities important to children, families, workers, and businesses.
- 2.2. Funding under the CWELCC System will be used to build and influence the success of the existing early learning and child care system by increasing quality, accessibility, affordability and inclusivity in early learning and child care.

### **D3.0. PEOPLE SERVED**

- 3.1. Eligible Families with Eligible Children will benefit from the implementation of CWELCC System.
- 3.2. All licensed child care Service Providers who opt-in and are approved to participate in the CWELCC System will benefit from the CWELCC System Funds.

### **D4.0. PROGRAM GOALS**

- 4.1. Making child care more affordable for families is a key part of implementing the CWELCC System.
- 4.2. A graduated approach to fee reductions will begin in April 2022 as follows:
  - 4.2.1. A fee reduction of up to 25% (to a minimum of \$12 per day) for Eligible Children retroactive to April 1, 2022.
  - 4.2.2. A 50% fee reduction on average for Eligible Children by the end of calendar year 2022.
  - 4.2.3. \$10 per day average child care fees for Eligible Children by the end of fiscal year 2025-26.

### **D5.0. ELIGIBILITY CRITERIA**

- 5.1. All Licensed Child Care Service Providers serving children under the age of six (or turning six before June 30) are eligible to apply to participate in the CWELCC System.
- 5.2. The Service Provider agrees to notify staff and Eligible Families in writing that the Agency is participating in the CWELCC System within fourteen (14) Calendar days after the Service Provider is notified by DNSSAB of their Participation Date in the CWELCC System.
- 5.3. The Service Provider must ensure Base Fees for each licensed program have been maintained and unchanged since March 27, 2022 and that the cap on the Base Fees remains in effect while participating in the CWELCC System, unless increases were communicated to families prior to or on March 27, 2022.
- 5.4. The Service Provider must maintain the current level of licensed child care spaces from infancy up to six years of age for which they will be receiving Funding to reduce Base Fees for Eligible Children.
- 5.5. The Service Provider must complete the annual Licensed Child Care Operations Survey, as required under section 77 of O. Reg. 137/15 in order to continue to receive Funding.
- 5.6. The Service Provider agrees to reduce the Agency's Base Fees for Eligible Children and to provide refunds/credits and Base Fee reductions to Eligible Families, in accordance with this Agreement, the Act, associated regulations, Policies and Guidelines.

### **D6.0. FUNDING CONDITIONS**

- 6.1. The Service Provider acknowledges that Funding allocations will be determined within Policies and Guidelines and will depend on the DNSSAB Children's Services Budget.
- 6.2. The Service Provider agrees that within twenty (20) Calendar Days after the Service Provider is notified by DNSSAB of their Participation Date in the CWELCC System, that the Service Provider can no longer charge Eligible Families a Base Fee that is higher than the reduced Base Fee for Eligible Children.
- 6.3. The Service Provider acknowledges that within twenty (20) Calendar Days of receiving Funding, the Service Provider is required to provide refunds/credits to Eligible Families for:
  - 6.3.1. any Base Fees paid that were higher than the reduced Base Fee;
  - 6.3.2. any higher Base Fees that were prepaid for the period after the enrolment date in the CWELCC System; and
  - 6.3.3. reductions in parental contributions for Eligible Families in receipt of Fee Subsidy.
- 6.4. The Service Provider acknowledges that the Act set out rules regarding what Service Providers is permitted to charge parent as part of their Agency's Base Fee and the Service Provider agrees to abide by the applicable requirements set out in O. Reg 137/15.
- 6.5. The Service Provider agrees to maintain the reduced Base Fee until the Service Provider is required to further reduce the Base Fee or the Service Provider is no longer participating in the CWELCC System.
- 6.6. The Service Provider will report to DNSSAB any revisions to capacity or alternate use of child care space for Eligible Children.

- 6.7. The Service Provider acknowledges that revisions or use of alternate capacity of licensed child care space for children from infancy up to 6 years of age must be reported to DNSSAB and that this may result in the review and adjustment of Funding allocations.
- 6.8. The Service Provider will immediately report to DNSSAB if there will be ongoing downsizing to a Service for Eligible Children and acknowledges that such downsizing will result in a recalculation of the amount of Funds the Service Provider is eligible to receive.
- 6.9. The Service Provider acknowledges that a Funding adjustment will be made if a Service is closed for more than two consecutive weeks and/or more than four weeks within a calendar year while the Service Provider is receiving Funding. For closures due to events outside of the Service Provider's control (i.e., natural disaster/weather event, pandemic, school board strike) the days of closure will not counted toward the two consecutive weeks or four total weeks of closure condition.
- 6.10. The Service Provider agrees that full Base Fees cannot be charged to Eligible Families for any closures beyond the time limits described in SCH K s. 6.8.
- 6.11. When applicable, the Service Provider agrees to ensure that home child care providers charge Eligible Families of Eligible Children the Base Fee in accordance with O. Reg. 137/15, which applies to children who are agency placed and those Children that are privately placed in the home child care provider's care.
- 6.12. The Service Provider agrees to that components of the Non-Base Fees should not be included as a component of the Base Fee.
- 6.13. The Service Provider acknowledges that DNSSAB has the right to determine an initial Base Fee, in the case where the capped fee does not include all of the components required to be included in a Base Fee, or to exclude components that should not be part of a Base Fee at the discretion of the DNSSAB.
- 6.14. The Service Provider agrees that Base Rates cannot be charged for Services closed for more than two consecutive weeks and/or more than four weeks within a calendar year while the Service Provider is receiving Funding.
- 6.15. In accordance with the Service Provider's reporting requirements under SCH C s.7.0., DNSSAB shall have the authority to review and reconcile such reports and pay to or recover from the Service Provider such Funds as applicable, at the sole discretion of DNSSAB.
- 6.16. The Service Provider agrees to use CWELCC System Funds to support CWELCC System objectives in accordance with this Agreement, applicable legislation, regulations and within Policies and Guidelines.
- 6.17. The Service Provider agrees that Funds not utilized in accordance with any of these Funding conditions and or in accordance with the Agreement between the Service Provider and DNSSAB will be returned to DNSSAB.
- 6.18. DNSSAB will flow to the Service Provider a notional monthly Funding advance equal to the average monthly payment from the previous year on January 1<sup>st</sup>, annually by way DBD, which will be reconciled during the December claims period, annually.
- 6.19. The Service Provider is responsible to complete the monthly claims workbook in the prescribed format and submit actual costs and days billed for each eligible full fee spaces by the 20<sup>th</sup> of each month for each subsequent month.
- 6.20. Once enrolled in CWELCC, if a Service Provider no longer wishes to continue to participate, they may withdraw from CWELCC System in accordance with SCH A s. 3.10. and s.3.30.

#### **D7.0. RESTRICTIONS**

- 7.1. The Service Provider acknowledges that in order to receive Funding, the Agency must demonstrate financial viability and sustainability to DNSSAB.
- 7.2. The Service Provider must keep an electronic or hard copy of this Agreement at the child care centre or home child care agency, and make it available for ministry inspection.
- 7.3. The Service Provider agree that Eligible Families are required to pay a minimum of \$12.00/day for Eligible Children and acknowledges that the minimum fee does not apply to Children who are not eligible under the CWELCC System.
- 7.4. The Service Provider agrees that DNSSAB has the right to review and to confirm that the Service Provider did not charge Base Fees or Non-Base Fees for eligible children higher than the Base Fees or Non-Base Fees at which it was capped after March 27, 2022 (unless the fees were communicated to parents prior to March 27, 2022).

- 7.5. The Service Provider agrees to maintain the reduced base fees until either they are required to reduce them again, or they are no longer participating in the CWELCC System.
- 7.6. The Service Provider agrees that DNSSAB has the right to verify that Service Provider is maintaining the spaces for Eligible Children for which they are receiving Funding to reduce Base Rates (e.g., a licensed infant space must remain an infant space).
- 7.7. The Service Provider agrees that DNSSAB has the right to verify the timeliness and accuracy of refunds/credits and Base Rate reductions made by the Service Provider.
- 7.9. The Service Provider agrees that DNSSAB has the right to verify that Service Provider has not charged to Eligible Families full Base Fees for any closures beyond the time limits described in SCH K s. 6.8.
- 7.10. The Service Provider agrees that DNSSAB has the right to review the Service Provider's child care operations, including waiting lists, for eligible children for long term vacancies that continue to remain unfilled and acknowledges that Funding could be adjusted where long term vacancies are identified and not mitigated.
- 7.11. In the case where the Service Provider sells all of its assets and ceases to be licensed, the purchasing corporation must apply for a licence under the Act and may submit an application to enroll in the CWELCC System, in which case the Base Fee and Non-Base Fee rules in O. Reg. 137/15 apply to the applicant.

SAMPLE

## **SCHEDULE “E” PROGRAM DESCRIPTION: CANADA-WIDE EARLY LEARNING AND CHILD CARE SYSTEM – WORKFORCE COMPENSATION**

### **E1.0. DEFINITIONS**

In this Schedule, all capitalized terms noted below shall have the following respective meanings:

- 1.1. “CWELCC System” means the Canada-Wide Early Learning and Child Care System for early years and child care funding provided for in an agreement entered into by the Province of Ontario and the Government of Canada.
- 1.2. “Calendar Days” means consecutive days, inclusive of Saturdays, Sundays, statutory or other holidays.
- 1.3. “Director Approved” means qualified staff that are otherwise approved in accordance with the Act and employed as educator or child care supervisor or home child care visitor but do not have and RECE designation.
- 1.4. “Funds” or “Funding” means CWELCC System funding with implementing workforce compensation strategies.
- 1.5. “Minimum Wage” means the lowest permitted hourly wage by provincial law.
- 1.6. “Participation Date” means the date that this Agreement was fully executed by the Service Provider and DNSSAB, confirming the Agency’s enrolment and participation in the CWELCC System.
- 1.7. “Program Staff” means Agency’s staff member.
- 1.8. “PSPSFGA” means Protecting a Sustainable Public Sector for Future Generations Act, 2019.
- 1.9. “RECE” means Registered Early Childhood Educator.
- 1.10. “Statutory Benefits” means mandatory employee benefits, which must be paid by employers as required by law.
- 1.11. “WEG” means Wage Enhancement Grant.

### **E2.0. PURPOSE**

- 2.1. The commitment, knowledge, and experience of Ontario’s diverse range of child care and early years professionals are foundational for the implementation of the CWELCC System. Workforce compensation funding is focused on supporting Registered Early Childhood Educator (RECE) staff who are low wage earners.
- 2.2. Increased compensation for low wage earners will help support the recruitment and retention of RECEs working in the child care sector as part of a provincial strategy to achieve system growth and ensure increased access to high quality licensed child care in Ontario.
- 2.3. Where the Service Provider is participating in the CWELCC System and eligibility is met based on the criteria set out in this Agreement, Policies and Guidelines, Funding will be provided to the Service Provider for all eligible Program Staff.
- 2.4. The Service Provider may also use Funding for compensation for staff in licensed child care programs serving children aged 6 to 12, to ensure equity of wages across staff serving different age groups, and to avoid these increases being passed onto parents through higher fees.

### **E3.0. PEOPLE SERVED**

- 3.1. All licensed child care Service Providers who opt-in and are approved to participate in the CWELCC System will benefit from the CWELCC System Funds.
- 3.2. RECEs working in a licensed child care program who has opted-in to the CWELCC System may benefit from the CWELCC System Funds.

### **E4.0. PROGRAM GOALS**

- 4.1. To support with the recruitment and retention of a qualified workforce by providing improved compensation for low wage earners through the implementation of a wage floor and annual wage increase for eligible RECE staff.
- 4.2. To provide funding to offset wage increases for non-RECE staff associated with the Minimum Wage that came into effect October 1, 2022.

### **E5.0. ELIGIBILITY CRITERIA**

- 5.1. All Licensed Child Care Service Providers enrolled the CWELCC System are eligible to receive Funding.



- 5.2. The Service Provider must apply and maintain the Wage Enhancement Grant to be eligible to receive Funding to implement the wage floor and annual wage increase for eligible Agency employees.
- 5.3. The Service Provider acknowledges that to be eligible for an annual wage increase, staff must be employed by a Service Provider that is participating in the CWELCC System and be in a position categorized as:
  - 5.3.1. RECE Program Staff
  - 5.3.2. RECE Child Care Supervisor
  - 5.3.3. RECE Home Child Care Visitor
- 5.4. The Service Provider agrees that to be eligible for an annual hourly wage increase, staff must be receiving WEG, and their hourly wage including WEG must be below the wage cap per hour on January 1st of each eligible year in accordance with Policies and Guidelines.
- 5.5. Upon receiving notice of their Participation Date in the CWELCC System from DNSSAB, and as new staff are hired, the Service Provider is required to:
  - 5.5.1. share, in writing, information about the wage floor and annual wage increase with eligible staff;
  - 5.5.2. provide eligible staff with an understanding of upcoming annual changes to their wages as a result of workforce compensation funding; and
  - 5.5.3. ensure that the information about wages must include the wage floor and required annual wage increase for each year in accordance with Policies and Guidelines.
- 5.6. The Service Provider acknowledges that to be eligible for the minimum wage offset, the Service Provider must be participating in the CWELCC System and employ staff in a position categorized as:
  - 5.6.1. Non-RECE Program Staff
  - 5.6.2. Non-RECE Child Care Supervisor
  - 5.6.3. Non-RECE Home Child Care Visitor
- 5.7. In addition, to be eligible for a minimum wage offset, the Service Provider must employ staff that were earning less than the Minimum Wage (not including wage enhancement) on September 30, 2022. Positions created after September 30, 2022, are not eligible for the minimum wage offset.

#### **E6.0. FUNDING CONDITIONS**

- 6.1. The Service Provider acknowledges that in order to receive Funding, the Agency must demonstrate financial viability and sustainability to DNSSAB.
- 6.2. The Service Provider is required to apply for the WEG to be eligible for the wage floor and annual wage increase under the CWELCC System.
- 6.3. The Service Provider agrees to use the Funding allocation to fund the incremental amount required to bring the staff wages to the wage floor.
- 6.4. The Service Provider agrees to increase the wages of RECE to support the mandated wage floor and annual increase in accordance with Policies and Guidelines.
- 6.5. The Service Provider shall distribute the Funds to eligible program staff in accordance with the Agency's pay schedule and Policies and Guidelines.
- 6.6. The Service Provider is permitted to continue to pay eligible staff below the wage floor for thirty-one Calendar Days after DNSSAB notifies them of the Participation Date.
- 6.7. The Service Provider agrees that on and after the 32nd day after the Service Provider is notified by DNSSAB of the Participation Date, the Service Provider is required to pay eligible staff at least the wage floor.
- 6.8. The Service Provider agrees to provide staff with a retroactive payment for any wages that were below the wage floor, retroactive to the Participation Date, within one month for 60 Calendar Days from the day they were notified by DNSSAB of the Participation Date.
- 6.9. The Service Provider agrees to pay retroactive payments to eligible staff for the hours worked, regardless of whether they are employed by the Service Provider at the time of their Participation Date.
- 6.10. The Service Provider in receipt of Funding will also receive up to 17.5 per cent to support the Service Provider in meeting their Statutory Benefit requirements.
- 6.11. Once all Statutory Benefit requirements are met, the Service Provider may allocate any remaining Funding within 17.5 per cent to fund other benefit expenses paid by the Agency on behalf of the eligible staff.

- 6.12. In accordance with the Service Provider's reporting requirements under SCH C s.7.0., DNSSAB shall have the authority to review and reconcile such reports and pay to or recover from the Service Provider such Funds as applicable, at the sole discretion of DNSSAB.
- 6.13. The Service Provider agrees that Funds not utilized in accordance with any of these Funding conditions and or in accordance with the Agreement between the Service Provider and DNSSAB will be returned to DNSSAB.
- 6.14. Funding shall be forwarded to the Service Provider in monthly installments, to be deposited via DBD on the first of each month.
- 6.15. Once enrolled in CWELCC, if a Service Provider no longer wishes to continue to participate, they may withdraw from CWELCC System in accordance with SCH A s. 3.10. and s.3.30.

**E7.0. RESTRICTIONS**

- 7.1. The Service Provider agrees that for a staff to be eligible to receive the wage floor, the staff must be receiving WEG, and their hourly wage including WEG and the Annual Increase must be below the wage floor.
- 7.2. The Service Provider acknowledges that benefits should not be included when determining the hourly wage.
- 7.3. The Service Provider may not pay Funds at the end of the year as a lump sum payment to eligible staff.
- 7.4. The Service Provider acknowledges that Funding may not be used to provide compensation to eligible RECE staff over and above what is mandated based on the requirements set out in Policies and Guidelines.
- 7.5. The Service Provider acknowledges that that following positions are ineligible to receive wage floor increases:
  - 7.4.1 Non-RECE Program Staff
  - 7.4.2 Non-Program Staff such as cooks, custodial, or other
    - 7.4.2.1 The only exception to SCH L s. 7.4.2. is if the staff in the position is an RECE who spends at least 25% of their time to support ratio requirements as outlined in the Act, then the staff would qualify for the wage floor increase for the hours they are supporting the ratio requirements.
  - 7.4.3. Inclusion Support Program Staff such as resource consultants and enhanced staff
  - 7.4.4. Staff hired through a third party (i.e. temp agency).
- 7.5. The Service Provider acknowledges that Director Approved staff, such as educators, child care supervisors, or home child care visitors are not eligible for the wage floor or annual wage increase supported by Funding.
- 7.6. The Service Provider acknowledges that that following positions are ineligible to receive minimum wage offset:
  - 7.6.3. Non-Program Staff such as cooks, custodial, or other
    - 7.6.3.1. The only exception to SCH L s. 7.6.3. is if the staff in the position is an non-RECE who spends at least 25% of their time to support ratio requirements as outlined in the Act, then the staff would qualify for minimum wage offset for the hours they are supporting the ratio requirements.
  - 7.6.4. Inclusion Support Program Staff such as resource consultants and enhanced staff
  - 7.6.5. Staff hired through a third party (i.e. temp agency).
- 7.7. The Service Provider agrees that staff hired after September 30, 2022, are not eligible for the minimum wage offset.
- 7.8. The Service Provider participating in the CWELCC System after December 31, 2022, will not receive Funding to issue retroactive payments to eligible RECE staff for wage compensation Funding and will only be expected to implement the wage floor and annual wage increase on a go forward basis.
- 7.9. The Service provider acknowledges that child care staff employed by a Service Provider with maximum wage increases specified by the PSPSFGA may not be eligible for an increase in compensation to the wage floor or to the hourly annual wage increase and

that the Service Provider is required to meet any applicable obligations under the PPSFSGA.

- 7.10. When applicable, the Service Provider agrees to seek independent legal advice on implementing the wage floor and annual wage increase to ensure that the terms of the Agency's collective agreement are met.
- 7.11. The Service Provider acknowledges that when a staff exceeds the hourly floor wage as described in SCH L s. 5.3., they will no longer be eligible to receive the additional increases in accordance with Policies and Guidelines.
- 7.12. The Service Provider agrees not to provide compensation to staff over and above what is mandated based on the parameters set out Policies and Guidelines.
- 7.13. The Service Provider agrees that the funding is to be considered in addition to and not reduce other Agency planned compensation increases for eligible staff.

SAMPLE

## **SCHEDULE "F" PROGRAM DESCRIPTION: WAGE ENHANCEMENT GRANT AND HOME CHILD CARE ENHANCEMENT GRANT**

### **F1.0. DEFINITIONS**

In this Schedule, all capitalized terms noted below shall have the following respective meanings:

- 1.1. "Eligible Home Child Care Providers – Full Home Child Care Enhancement Grant" means a home child care provider that holds a contract with a licensed Home Child Care Agency between January and October of the previous year, serve the equivalent of two full-day children enrolled in their program who have been assigned to them by an Home Child Care Agency, and receives less than the daily threshold in fees from their Agency.
- 1.2. "Eligible Home Child Care Providers – Partial Home Child Care Enhancement Grant" means a home child care provider that holds a contract with a licensed Home Child Care Agency between January and October of the previous year, serve less than two full-day equivalent children, assigned to them by an Home Licensed Child Care Agency, and receives less than the daily threshold in fees from their Agency.
- 1.3. "Eligible Non-Program Staff" means at least 25% of the Non-Program Staff position is used to support adult to child ratios under the Act in which case the staff would be eligible for a partial WEG.
- 1.4. "Eligible Program Staff" means staff employed in a licensed child care position that existed in a licensed Child Care Centre or Home Child Care Agency between January and October of the previous year; and has an associated wage of less than established rate per hour; is categorized as a child care supervisor, Registered Early Childhood Educator, Home Child Care Visitor or can be otherwise counted towards adult to child ratios under the Act.
- 1.5. "Funding" or "Funds" means WEG or HCCEG funding to support with the hourly or daily increases to salaries and rates.
- 1.6. "Home Child Care Enhancement Grant" or "HCCEG" means the Ministry led initiative that provides Funding to a licensed Home Child Care Agency to support eligible Home Child Care Providers.
- 1.7. "Ineligible Positions" means cooks, custodial staff and other non-program staff positions.
- 1.8. "RECE" means Registered Early Childhood Educator.
- 1.9. "Supplemental Grant" is an additional grant for each Eligible Program Staff (full time equivalent) and for each Eligible Home Child Care Provider that allows flexibility to provide and implement WEG and HCCEG in a way that aligns with regular operations (i.e. costs related to additional benefits, sick days, salary shortfalls due to increased program hours, etc.).
- 1.10. "Wage Enhancement Administration" means Funding provided to the Service Provider for the purpose of supporting the administrative costs related to the implementation of the Child Care Wage Enhancement Initiative;
- 1.11. "Wage Enhancement Grant" or "WEG" means a Ministry-led initiative that provides Funding to a licensed Child Care Centre and Home Child Care Agency to support Eligible Program Staff, Eligible Non-Program Staff and Home Child Care Visitors.

### **F2.0. PURPOSE**

- 2.1. The WEG/HCCEG will help retain RECEs, and support access to stable, high-quality child care programs for children in Ontario.
- 2.2. The WEG is also intended to help close the wage gap RECEs working in the kindergarten program and RECEs /other child care program staff working in licensed child care settings.
- 2.3. The WEG supports an hourly increase, plus and established percent benefits for licensed program staff and home visitors in accordance with Policies and Guidelines.
- 2.4. The HCCEG supports recruitment and retention of home child care provider by providing a daily increase for home child care providers contracted with a licensed home child care agency in accordance with Policies and Guidelines.

### **F3.0. PEOPLE SERVED**

- 3.1. All licensed child care centres and home child care agencies are eligible to apply for wage enhancement/HCCEG funding, no matter the auspice.

#### **F4.0. PROGRAM GOALS**

- 4.1. Help close or narrow the wage gap between RECE wages in the education sector and licensed child care sectors;
- 4.2. Stabilize licensed child care operators by helping them retain RECEs/child care staff; and
- 4.3. Support greater employment and income security.

#### **F5.0. ELIGIBILITY CRITERIA**

- 5.1. To be eligible to receive the full or partial WEG, staff must:
  - 5.1.1. Be employed in a licensed child care centre or agency;
  - 5.1.2. Have an associated hourly base wage excluding the prior year's wage enhancement, of less than the established hourly threshold; and
  - 5.1.3. Be in a position categorized as one of the following:
    - 5.1.3.1. Child Care Supervisor;
    - 5.1.3.2. Registered Early Childhood Educator;
    - 5.1.3.3. Home Child Care Visitor;
    - 5.1.3.4. Child care program staff counted toward adult to child ratios under the Act; or
    - 5.1.3.5. Child care program staff in position that are in place to maintain higher employee-child ratios than required under the Act and meet the eligibility requirements outlined in SCH M s. 5.1.1. and 5.1.2.
- 5.2. To be eligible to receive the full or partial HCCEG, home child care providers must:
  - 5.2.1. Hold a contract with a licensed home child care agency;
  - 5.2.2. Provide services to one child or more (including privately placed children; excluding the provider's own children);
  - 5.2.3. Provide full time (6 hours or more a day) or part-time services (less than 6 hours a day); and
  - 5.2.4. Receive base daily fees, excluding prior year's HCCEG, less than the established daily threshold related to full or partial HCCEG.

#### **F6.0. SUPPLEMENTAL GRANT**

- 6.1. The Service Provider acknowledges that the supplemental grant must be used to support staff, home visitors and home child care providers hourly or daily wage or benefit and in accordance with Policies and Guidelines.
- 6.2. The Service Provider may utilize the Supplemental Grant to cover salary shortfalls and additional benefits (i.e. vacation days, sick days, PD days and/or other benefits) once mandatory benefits are covered in accordance with Policies and Guidelines.

#### **F7.0. FUNDING CONDITIONS**

- 7.1. Funding shall be forwarded to the Service Provider in monthly installments, to be deposited via DBD on the first of each month.
- 7.2. The Service Provider shall distribute the Funds to Eligible Program Staff and/or Eligible Non-Program Staff and/or Eligible Home Child Care Providers, in accordance with the Agency's pay schedule.
- 7.3. The Service Provider agrees to clearly indicate on staff paycheques and home child care provider fee transfers, the portion of the Funding that is being provided through Wage Enhancement or Home Child Care Wage Enhancement as follows:
  - Provincial Child Care Wage Enhancement; and/or
  - Provincial Home Child Care Enhancement Grant
- 7.4. The Service Provider agrees to distribute the Funds in accordance with Policies and Guidelines and will ensure that the Funds are allocated to Eligible Program Staff and/or Eligible Non-Program Staff and/or Eligible Home Child Care Providers, in accordance with this Agreement as set out in SCH M s. 5.0. and s. 7.0.
- 7.5. Without limiting the indemnity provision of SCH A s. 3.26. the Service Provider shall indemnify, defend and hold harmless DNSSAB in the event that the Service Provider fails to pay Eligible Program Staff and/or Eligible Non-Program Staff and/or Eligible Home Child Care Providers as required.
- 7.6. The Service Provider acknowledges that Funding is based on the Service Provider's annual reconciliation to DNSSAB, which is due by January 31st.

- 7.7. The Service Provider agrees to hold the Funding in a bank account that resides at a Canadian financial institution that is in the name of the Service Provider.
- 7.8. The Service Provider shall be solely responsible for the payment of any subcontractors employed, engaged or retained by the Service Provider for assisting it in the discharge of its obligation under this Agreement.
- 7.9. The Service Provider shall use the Funds provided by DNSSAB only for the specific purpose for which the Funds are provided.
- 7.10. The Service Provider agrees to account to DNSSAB for all use of the Funds and return to DNSSAB any unspent Funds at the end of the Term of this Agreement.
- 7.11. In accordance with the Service Provider's reporting requirements under SCH C s.7.0., DNSSAB shall have the authority to review and reconcile such reports and pay to or recover from the Service Provider such Funds as applicable, at the sole discretion of DNSSAB.
- 7.12. Notwithstanding anything in this Agreement, any payments made by DNSSAB, which are for any reason in excess of the amount to which the Service Provider is entitled, shall be immediately refunded to DNSSAB by the Service Provider after written request by DNSSAB or, at its sole option, DNSSAB may deduct or offset the overpayment from any future Funds due to the Service Provider.
- 7.13. Notwithstanding anything in this Agreement, no payments shall be due to or payable to the Service Provider by DNSSAB under this Agreement unless such payments are eligible for cost-sharing from the Ministry pursuant to Ministry Legislation and/or approved by DNSSAB.
- 7.14. The Service Provider agrees that Funds not utilized in accordance with any of these Funding conditions and or in accordance with the Agreement between the Service Provider and DNSSAB will be returned to DNSSAB.

#### **F8.0. RESTRICTIONS**

- 8.1. The Service Provider shall ensure to distribute the Funds to Eligible Program Staff only. Ineligible Positions are considered to be:
  - 8.1.1. Cook, custodial and other non-program staff positions;
    - 8.1.1.1. The only exception to SCH M s. 8.1.1 is if the position spends at least 25% of their time to support ratio requirements as outlined in the Act.
  - 8.1.2. Inclusion Support Program (ISP) funded resource teachers/consultants or enhanced staff;
  - 8.1.3. Staff hired through a third party (i.e. temp agency).
- 8.2. The Service Provider acknowledges that when a child care staff or home child care visitor exceeds hourly threshold at any time during the year, they will no longer be eligible to receive the full or partial WEG.
- 8.3. The Service Provider acknowledges that when a home child care provider exceeds the daily threshold at any time during the year, they will no longer be eligible to receive full or partial HCCEG.
- 8.4. The Service Provider agrees that when a home child care provider stops serving children, the Service Provider must terminate the transfer of HCCEG funds to the home child care provider.