

CHILDREN'S SERVICES FUNDING AGREEMENT

B E T W E E N:

THE CORPORATION OF THE CITY OF BRANTFORD
(hereinafter called "City")

and

COUNTY OF BRANT
(hereinafter called the "Agency")

WHEREAS the City has the authority pursuant to the *Child Care Early Years Act, 2014*, as amended, to enter into this agreement for the provision of child care services;

AND WHEREAS the Agency has agreed to provide child care services described in this Agreement;

AND WHEREAS the City will notify the Agency, in writing, from time to time, about changes to funding, requirements, and eligibility;

AND WHEREAS the Parties acknowledge that while this Agreement will have a retroactive effect, this Agreement reflects the Parties' understanding of funding to be provided by the City in exchange for the provision of child care services for the community as existed at the Effective Date, or which it was understood, by the terms of this Agreement, could change as a result of public health and safety measures; and this is a formalization of their agreement at that time, not requiring new or additional consideration in addition to the warranties and covenants contained herein;

NOW THEREFORE for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article 1 - DEFINITIONS & INTERPRETATION

1.1. In this Agreement and all Schedules to this Agreement, the following terms are defined:

"Act" means the *Child Care and Early Years Act, 2014*, S.O. 2014, c.11, Sched.1, and regulations thereunder, all as amended from time to time, and includes any successor legislation or regulation;

"Administrator" means the person appointed by the City as the **administrator** under the Act or their designate;

"Agency" has the meaning ascribed to it in the header to this Agreement;

"Agreement" means this agreement, and all Schedules attached hereto;

"Audited Financial Statements" means financial statements that a third party certified public accountant (CPA) has audited that is provided to the City for review on an annual basis. Annual financial statements prepared for stakeholders are usually prepared in accordance with an applicable financial reporting framework specified in law or regulation. Audited financial statements must be for the 2024 calendar year and demonstrate revenues and expenditures, including but not limited to those set out in Schedule K-3.

For profit - oriented private entities, financial statements normally include:

- Balance sheet showing assets, liabilities, and equity as at year end
- Statement of income showing the results of operations for the year
- Statement of retained earnings summarizing changes in retained earnings during the year
- Statement of cash flows showing operating, investing, and financing activities and how

these activities affect the cash position

— Notes to financial statements: an integral part of financial statements, which provide additional explanations and details concerning financial statement items

For non-profit oriented entities, financial statements normally include:

- Statement of operations for a period of time
- Statement of financial position at a point in time
- Statement of changes in net assets
- Statement of cash flows

“Base fee” means any fee or part of a fee that is charged in respect of a child for child care, including anything an Agency is required to provide under the Child Care and Early Years Act, 2014 (CCEYA), or anything an Agency requires the parent to purchase from the Agency, but does not include a non-base fee.

“Business Day” means a day other than a Saturday, Sunday or any other day on which Brantford City Hall is not open for the transaction of domestic business during normal business hours;

“Children’s Recreation Program” means (a) a program operated by a children’s recreation service provider listed in a schedule under O. Reg. 797 of the *Ministry of Tourism and Recreation Act*; or (b) an authorized recreational and skill building program as defined under the Act, or (c) a program operated by a member of the Ontario Camps Association;

“Child(ren) with Special Needs” means a child whose cognitive, physical, social, emotional or communicative needs, or whose needs relating to overall development, are of such a nature that additional supports are required for the child, as determined by a children’s treatment centre or by the City;

“Child Care Centre” means a Site which is licensed by the province and operated by a Licensee, where the children are:

- (a) under eighteen years of age in the case of a Child Care Centre for children with a Developmental Disability; and
- (b) under thirteen years of age (or under eighteen years of age in special circumstances) in all other cases;

but does not include premises which are part of a public school, separate school or private school within the meaning of the *Education Act* or part of a school continued or established under section 13 of the *Education Act*;

“Child Care Services Operators Policy and Procedures Manual” or “Fee Subsidy Guidelines” or “Service Providers Handbook” means the operating criteria and other relevant policies of the City’s Children’s Services Division, as amended or replaced from time to time;

“City” means The Corporation of the City of Brantford;

“City Staff” means the City staff who administer this Agreement on behalf of the City;

“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;

“Developmental Disability” means a condition of mental impairment present or occurring during a person’s formative years, that is associated with limitations in adaptive behaviour;

“Effective Date” means January 1, 2024;

“Eligible Child” means

- (a) Any child, until the last day of the month in which the child turns six years old, and
- (b) Up until June 30 in a calendar year, any child who,

- (i) Turns six years old between January 1 and June 30 in that calendar year; and
- (ii) Is enrolled in a licensed infant, toddler, preschool or kindergarten group, a licensed family age group, or home child care, as defined in O. Reg. 137/15;

“Eligible non-RECE staff” means staff that are not a Registered Early Childhood Educator earning Workforce Compensation Funding as determined by the Ministry’s Guidelines. Eligible non-RECE staff may include non-RECE program staff, non-RECE child care supervisors, and non-RECE home child care visitors. Cook, custodial and other non-program staff, staff hired through a third party (eg. A temp agency) and Special Needs Resourcing-funded resource teachers/consultants and supplemental staff are ineligible for minimum wage offset. However, if the said staff is a non-RECE and the position spends at least 25 per cent of their time to support ratio requirements as outlined in the CCEYA, the staff would be eligible for the minimum wage offset for the hours that they are supporting the ratio requirements;

“Eligible Parent” means a person who has been determined by City Staff to be a person eligible for assistance with the cost of child care under the Act and who has lawful custody of the child or who has demonstrated a settled intention to treat the child as a child of his or her family;

“Eligible RECE Staff” means staff that are a Registered Early Childhood Educator in an Agency participating in the CWELCC System;

“Enrolment” means the number of actual child care spaces occupied by a child receiving child care. It is calculated as: Operating Capacity minus Vacancies;

“Enrolment Date” means the date the Agency was enrolled in the Canada Wide Early Learning and Child Care system;

“Excess Funding” means any CWELCC or municipal funding received that is unspent by the licensee during the fiscal year;

“Fee Generated Revenue” means revenues that are generated from fees paid in respect of a child for child care by a parent or caregiver to an Agency;

“Fee Subsidy Per Diem” means an amount determined and approved by the **Administrator**, (calculated as the lesser of the Municipal Maximum Per Diem or the Market Rate Per Diem) paid to the Agency for providing the service to each Subsidized Child enrolled at a Child Care Centre, Home Child Care, or Children’s Recreation Program, less the fees payable by the Eligible Parent, and as set out in Schedule A-1;

“Financial health” is a measure of an organization's financial viability, operational efficiency and resilience;

“Funds” and “Funding” means the monies payable to the Agency from the City pursuant to this Agreement;

“General Operating Grant” means funding provided to the Agency to assist with the Operating Costs and/or wage grants for the delivery of services, as further outlined in the attached Schedule “D”;

“Guidelines” means all applicable guidelines of the Ministry with respect to the provision of services under this Agreement, as amended or replaced from time to time;

“Home Child Care” means child care site that meets the description set out in the Act;

“Home Child Care Agency” means a person that is licensed as a home child care agency as defined by the Act;

“Home Visitor” means a person who,

- (a) is a member in good standing of the College of Early Childhood Educators, has at

- least two years of experience working with children under 13 years old and is approved by a director; or
- (b) is in the opinion of a director capable of providing support and supervision at a Home Child Care;

“Licensed Capacity” means,

- (a) For a child care centre, 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 license of the child care centre.
- (b) For home child care, 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;

“Licensee” means a person who holds a license under the Act for a Child Care Centre;

“Market Rate Per Diem” means the actual rates that an Agency charges for the provision of services for any child at a Child Care Centre or Home Child Care, as the case may be, and as set out in Schedule A-1;

“Ministry” means the Ministry of Education and its successors;

“Municipal Maximum Per Diem” means the rate determined annually by the City as the maximum per diems that will be paid by the City for the care of Subsidized Child as set out in Schedule A-1;

“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 licensee 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 CCEYA;

“Ontario Camps Association” is a voluntary, non-profit organization that draws its membership from camps, individuals and like-minded organizations and agencies, all devoted to maintaining high standards for organized camping, and to sharing information and ideas that maintain these standards;

“One List” means the online centralized child care registry and information service for applying for child care available at <https://brantford.onehsn.com/>;

“Operating Capacity” means the number and age groups of child care spaces for which the Child Care Centre or Home Child Care is normally staffed;

“Operating Cost” means the gross expenditure, including administrative costs, expenditures reasonable and necessary for providing the services, less income other than revenue from fees;

“Paid Sick/Absent Days” means days on which a child is scheduled to be in attendance at a Child Care Centre or Home Child Care but is absent due to illness or absent for a reason which the Administrator has approved, for which the City will pay the Fee Subsidy Per Diem to the Licensee or the Home Child Care Agency;

“Parental Contribution” means the daily fee, as calculated by the City, that the Eligible Parent is required to pay to the Agency, and as set out in Schedule A-1;

“Party” means either the City or the Agency and **“Parties”** means both of them;

“Quality Assessment and Improvement Program” means a program approved by the Administrator relating to the assessment and continuous improvement of the service delivery standards, as amended or replaced from time to time, for a Child Care Centre or Home Child Care, as the case may be;

“Site” means the location, approved in writing by the Administrator, at which the services are offered;

“Special Needs Resourcing” means, with respect to services for Children with Special Needs, the provision of staff, equipment, supplies or services at,

- (a) a Home Child Care;
- (b) a Site where a Children's Recreation Program is provided; or
- (c) a Child Care Centre;

“Subsidized Child” means a child of an Eligible Parent that qualifies for subsidized services under the Act;

“Surplus” means the excess of the total fund balance over the required year-end balance for non-profit licensees;

“Term” means the period of time commencing on the Effective Date and ending on the Termination Date;

“Termination Date” means December 31, 2024, unless terminated earlier pursuant to this Agreement;

“Unreduced Market Rate” means the amount used to calculate market rate as reflected in schedule K-1 and is based on the actual market rates that an Agency was charging for providing child care services for any child enrolled at a Child Care Centre, Home Child Care, or Children's Recreation Program on the date of the Canada Wide Early Learning and Child Care (CWELCC) announcement (March 27 2022) OR the increased rate that had already been communicated to parents/families on or before that day;

“Vacancies” means the number of spaces which are not filled, but could be, based on Operating Capacity. In other words, the difference between the Operating Capacity and the number of occupied spaces;

“Workforce Compensation Funding” means funding provided to the Agency to support recruitment and retention of Ontario’s child care workforce through improved compensation, as further outlined in the attached Schedule “K”;

“Wage Enhancement Grant (WEG) Funding” means funding provided to improve the salaries of eligible staff employed in a Child Care Centre;

“Wage Workbook” means the template used to calculate funding provided to the Agency to assist with wage compensation for the delivery of services, including the Wage Enhancement Grant and other wage compensation programs as outlined in the attached Schedule “K”;

- 1.2. Act Definitions Any word or term not defined in this Agreement that is defined in the Act shall have the meaning ascribed to it in the Act.
- 1.3. Including Wherever the words “include”, “includes” or “including” are used in this Agreement, they are deemed to be followed by the words “without limitation” and the words following “include”, “includes” or “including” are not considered to set forth an exhaustive list.
- 1.4. Hereof The words “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions are construed as referring to this Agreement in its entirety and not to any particular section or portion of it.
- 1.5. Headings The division of this Agreement into articles and sections, schedules, and other subdivisions are for convenience of reference only and do not affect the construction or interpretation of this Agreement. Any headings contained in the Agreement are not intended to be full or precise descriptions of the text to which they refer. Furthermore, unless something in the subject matter or context is inconsistent therewith, references herein to an article, section, subsection, paragraph, clause or schedule are to the applicable article, section, subsection, paragraph, clause or schedule of this Agreement.

- 1.6. Singular, Gender Words importing the singular number include the plural and *vice versa*. Words importing the masculine gender include the feminine and neutral genders, and words importing persons include firms and corporations and *vice versa*.
- 1.7. Currency Unless otherwise expressly specified, all dollar amounts in this Agreement, including the symbol “\$”, refer to Canadian currency.
- 1.8. Recitals The recitals in this Agreement are true and correct.
- 1.9. Relationship Nothing in this Agreement creates an employment relationship between the Parties; and the Agency is at all times an independent contractor. Furthermore, nothing contained in this Agreement constitutes or is deemed to create a partnership, joint venture or principal and agent relationship between the Agency and the City.
- 1.10. No Contra Proferentem The provisions of this Agreement have been mutually prepared by the Parties and each Party has had the opportunity to consider each and every term in this Agreement (which the Parties consider reasonable and valid) and to obtain Independent Legal Advice. Should any aspect of this Agreement be brought before a judicial or quasi-judicial hearing, this Agreement will be read, reviewed, and interpreted without regard to *contra proferentem*, and it is agreed that the rule *contra proferentem* does not apply with respect to the interpretation of this Agreement.
- 1.11. By Reference Any reference to a document (including this Agreement) mean such document, as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof; and, unless otherwise specified, includes all schedules and exhibits attached thereto.
- 1.12. Idem Any reference in this Agreement to all or any part of any manual, statute, regulation, by-law or Council resolution, unless otherwise stated, is a reference to that manual, statute, regulation, by-law or Council resolution or the relevant part thereof, as amended, substituted, replaced or re-enacted from time to time.
- 1.13. Schedules The following Schedules, form part of this Agreement, if identified as being “applicable”:
- Schedule A: Fee Subsidy Requirements
 - Schedule A-1: Statement of Administrator Approved Per Diems
 - Schedule A-2: Statement of Municipal Maximums
 - Schedule A-3: One List Policy
 - Schedule B: Children’s Camps and Recreation Fee Subsidy Program Requirements
 - Schedule B-1: Statement of Administrator Approved Per Diems
 - Schedule B-2: Statement of Administrator Approved Per Diems Authorized Recreation
 - Schedule C: Special Needs Resourcing Requirements
 - Schedule C-1: Special Needs Resourcing Budget and Quarterly Reporting Form
 - Schedule D: General Operating Grant Requirements
 - Schedule D-1: General Operating Grant Allocation
 - Schedule D-2: Monthly Children Served and Operating Stats – Home Child Care Agency
 - Schedule E: Wage Enhancement Grant Requirements
 - Schedule E-1: Wage Enhancement Grant Funding Schedule
 - Schedule F: Home Child Care Enhancement Grant Requirements
 - Schedule F-1: Home Child Care Enhancement Grant Funding Schedule
 - Schedule G: Capacity Building Funding Agreement
 - Schedule H: Slate of Executive Officers
 - Schedule I: Statement of Revenues and Expenditures
 - Schedule J: Attestation
 - Schedule K: Canada-Wide Early Learning and Child Care System
 - Schedule K-1: CWELCC Fee Schedule
 - Schedule K-2: CWELCC Funding Schedule

Schedule K-3: Financial Information

Article 2 - AGENCY'S OBLIGATIONS

- 2.1. Provision of Services The Agency agrees to provide the services outlined in Schedules A to K, as may be applicable, in accordance with and subject to the terms and conditions set out in this Agreement and in the corresponding applicable Schedules.

The services should also be provided in accordance with the following Ministry of Education Guidelines: https://efis.fma.csc.gov.on.ca/faab/Child%20Care/Guidelines/2024_Service_Management_and_Funding_Guideline_Nov_2023_EN.pdf

- 2.2. Consultation Upon the request of the **Administrator**, the Agency shall ensure that its staff providing services pursuant to this Agreement will be available for consultation with City Staff.
- 2.3. Use of Funds The Agency shall use the Funds provided in accordance with this Agreement.
- 2.4. Refund Notwithstanding anything in this Agreement, the Agency shall immediately refund to the City any payments made by the City that are in excess of the amount to which the Agency is entitled, whether or not they have been demanded by the **Administrator**. The City, in its sole discretion, may deduct or set off the overpayment from any subsequent monies due to the Agency, whether pursuant to this Agreement or otherwise.
- 2.5. Disposal The Agency will not, without the City's prior written consent, which may be unreasonably withheld sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided.
- 2.6. Observance of the Law The Agency shall comply with all applicable federal, provincial and municipal legislation, regulations and by-laws, including but not limited to the Fee Subsidy Guidelines, Child Care Services Operators Policy and Procedures Manual, the Act, the Ontario Human Rights Code, the Occupational Health and Safety Act, the Workplace Safety and Insurance Act, and all Health and Safety Guidelines of the Province of Ontario, the local and Provincial Medical Officer of Health and the local Public Health Unit. Without limiting the generality of the foregoing, the Agency expressly represents and warrants that no right under sections 1 or 5 of the Human Rights Code will be infringed. Breach of this condition is sufficient grounds for termination of this Agreement with no further notice required.
- 2.7. Suspension of Agreement The Agency agrees that the City may suspend this Agreement and withhold payments if the Agency is in breach of its obligations under this Agreement as determined solely by the City. The City shall give notice to the Agency of the suspension as soon as reasonably possible.
- 2.8. Notification if Change in Ownership The Agency shall notify the **Administrator** of any pending sale of assets or transfer of the majority of shares at least 90 days prior to such sale or transfer.

Article 3 - DOCUMENTATION

- 3.1. Documentation - Prior to Funds being Issued
- (a) Prior to the issuance of Funds (which may be reduced if submission is delayed), and from time to time as requested by the Administrator, the Agency must provide to the City:
- (i) all certificates of insurance referred to in Article 6, or the attestation attached as Schedule J;
 - (ii) completed Schedule H (Slate of Executive Officers), or the attestation attached as Schedule J;
 - (iii) where the Agency is a corporation:
 - (1) The Articles of Incorporation or Letters Patent, or the attestation

- attached as Schedule J;
- (iv) where the applicant is a sole proprietorship or partnership, the full name and mailing address of the individual(s) comprising the sole proprietorship or partnership, or the attestation attached as Schedule J.
 - (b) The Agency shall forthwith notify the City of any changes to the information set out in subsection (a) above.
- 3.2. Documentation - Annual Budget If requested by the City, the Agency shall submit to the City the annual budget for each Site. For Child Care Centre services, Home Child Care services, a Children’s Recreation Program, or a Special Needs Resourcing services, such budget shall set out details on the Operating Cost, sources and amounts of revenue, staffing details outlining position title, full-time equivalent, and costs of salaries and benefits. The annual budget shall set out such further information as requested by the **Administrator**.
- 3.3. Documentation – Reports The Agency shall maintain the following reports and records, in such form and content as are reasonably required by the Administrator, and submit them as follow:
- (a) Within 2 weeks of the completion of each quarter, or within 2 weeks of the Administrator’s request:
 - (i) service records respecting each service and program provided by the Agency pursuant to this Agreement for each Site;
 - (ii) up-to-date financial records and books of account respecting all funds received from the City pursuant to this Agreement, maintained in accordance with generally accepted accounting principles;
 - (iii) a reconciliation report with respect to the services and programs provided by the Agency pursuant to this Agreement;
 - (iv) Wage Workbook application and reconciliation reports (in-year and year-end as requested)
 - (v) any other report or record that the **Administrator** or Ministry reasonably requests.
- 3.4. Notification The Agency shall ensure that the **Administrator** is provided with notification of:
- (a) any serious occurrence, as defined by the Ministry through their licensing requirements, involving a child in their care, within 24 hours;
 - (b) any serious complaint, as defined by the Ministry through their licensing requirements, regarding service provision, made by a parent, staff, other service provider, Ministry or member of the public, within 24 hours;
 - (c) any compliance order, ordered by the Ministry of Education, within 24 hours of issuance; and
 - (d) any complaint or issue that has the potential to cause public criticism or media interest, being defined as communication channels through which education data, promotional messages or social media posts are disseminated including social media platforms, newspapers, magazines, TV, radio, billboards, direct mail, telephone, fax, and internet.
- 3.5. Retain Records for 7 Years - Review of Agency’s Materials The Agency shall keep financial records and retain all records and books of account for a period of seven (7) years. The Agency shall permit City Staff at any time during the term of this Agreement and for seven (7) years after its expiry or termination, and during the Agency’s usual business hours, to review all of the Agency’s materials, records and other documents relating to this Agreement provided that the City gives the Agency twenty-four (24) hours’ notice of its intention to do so.

Article 4 - CITY’S OBLIGATIONS

- 4.1. No Payments If Not Eligible for Cost Sharing with Ministry Notwithstanding anything in this Agreement, the City is not obliged to make payments to the Agency under this Agreement if such payments are not eligible for cost-sharing or full funding from the Ministry pursuant to the Act or other applicable legislation.
- 4.2. Appropriation Payment by the City of any and all Funds is conditional on there being full appropriation of program funding by City Council and the Ministry of Education for

the fiscal year in which the payment is to be made. The City has the right to terminate or reduce the amount of any or all Funds, in the event that the amount of the appropriation is reduced or denied by City Council or the Ministry of Education. In the event that any portion of the Funds has been paid to the Agency and the appropriation for the fiscal year in which such payment is made is not obtained or is otherwise reduced, the City has the right to recover from the Agency the amount paid.

Article 5 - AGENCY REPRESENTATIONS AND WARRANTIES

- 5.1. Representations and Warranties The Agency represents and warrants to the City (and acknowledges that the City is relying thereon) that:
- (a) The Agency, if holding itself out as a corporation, is a corporation duly incorporated under the laws of Ontario and is in compliance with all requirements imposed by such laws;
 - (b) the Agency has all necessary power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement;
 - (c) the execution and delivery of this Agreement and the consummation of the transactions contemplated under it have been duly authorized by all necessary action on the part of the Agency;
 - (d) this Agreement constitutes a valid and binding obligation of the Agency in accordance with the terms of this Agreement;
 - (e) the Agency's facilities are suitable for providing the services and programs under this Agreement and otherwise are in compliance with all legislation affecting such matters, including but not limited to protection of privacy legislation; and
 - (f) the Agency shall employ only competent and orderly employees and volunteers.
- 5.2. No Guarantee The Agency acknowledges and agrees that the City in no way guarantees, warrants or represents that any children will be placed with the Agency pursuant to this Agreement. The Agency acknowledges and agrees that Eligible Parents have the sole and absolute discretion regarding the placement of any Subsidized Child and that by entering into this Agreement; the City does not recommend or otherwise endorse the Agency.
- 5.3. Conflict of Interest Should the Agency have, or appear to have, or acquire any, or appear to acquire any, direct or indirect pecuniary interest in any matter with the City, apart from this Agreement, the Agency shall forthwith disclose its interest to the **Administrator**. The City shall have the exclusive right to terminate this Agreement should the Agency have a conflict of interest.

Article 6 - INSURANCE & INDEMNITY

- 6.1 Insurance The Agency, during the term of this Agreement, at its expense, shall take out and keep in full force and effect the following insurance policies:
- (a) Liability insurance insuring all obligations, services, operations and work as described in this Agreement. The policy will be extended to include bodily injury, property damage, personal injury and advertising injury, premises and operations, and blanket contractual to a limit of not less than five million dollars (\$5,000,000) per occurrence and in the aggregate. The policy will include entity abuse liability coverage to a limit of not less than two million dollars (\$2,000,000) and be endorsed to include volunteers as additional insureds. The policy will be endorsed to name The Corporation of the City of Brantford as an additional insured;
 - (b) Non-owned automobile insurance to a limit of not less than two million dollars (\$2,000,000);
 - (c) If applicable, standard form automobile liability insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence in respect to the use or operation of vehicles owned, operated or leased by the Agency;
 - (d) Directors and Officers liability insurance protecting the Agency, its Board members, trustees, directors and officers from and against any claim and all claims made against the Agency, its Board members, trustees, directors and

- officers or any of them, jointly or severally, for a wrongful act to a limit of not less than one million (\$1,000,000) and;
- (e) Comprehensive Crime Insurance to protect the Agency against loss of monies and securities. The policy will provide coverage to the following limits:
 - (i) Employee Dishonesty- Form A to a limit of not less than Fifty Thousand Dollars (\$50,000);
 - (ii) Broad form Loss of Money (Inside & Outside Premises) to a limit of not less than Twenty-five Thousand Dollars (\$25,000) and;
 - (iii) Depositors Forgery to a limit of not less than Fifty Thousand (\$50,000).

All policies of insurance shall:

- (i) Contain a cross-liability and severability of interest clause, as may be applicable;
- (ii) Be written with an insurer licensed to do business in the Province of Ontario;
- (iii) Provide that at least thirty (30) days prior written notice, fifteen (15) days in the case of automobile insurance and ten (10) days in the event of non-payment of premiums shall be given to the City by the insurer before the insurer of the Agency takes any steps to cancel, terminate, fail to renew, amend or otherwise change or modify the insurance or any part thereof;
- (iv) Be non-contributing with and will apply only as primary and not excess to any other insurance or self-insurance available to the City and;
- (v) Any deductible and self-insurance amounts will be borne by the Agency.

Within ten (10) days and prior to the execution of this Agreement, the Agency shall provide proof of insurance. Proof of insurance shall be on a form of a Certificate of Insurance, signed by an authorized representative of the insurer. The Agency will make available complete certified copies of all applicable insurance policies for examination if required by the City.

Certificates of Insurance evidencing renewal or replacement of policies shall be delivered to the City within fifteen (15) days prior to the expiration or replacement of the current policies, without demand by the City.

The City reserves the right to require the Agency to purchase such additional insurance coverage as the City may reasonably require. The City reserves the right to request such higher limits of insurance or otherwise alter the types of insurance coverage requirements as the City may reasonably require from time to time.

If the Agency maintains higher limits than the minimums above, the City requires and shall be entitled to coverage for higher limits maintained by the Agency. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

It shall be the sole responsibility of the Agency to determine what additional insurance coverage is necessary and advisable for its own protection and/or to fulfill its obligations under this Agreement.

The above insurance requirements will not be read to limit the liability of the Agency and will not be deemed a waiver by the City of its right to damages and indemnity from the Agency for default under this Agreement or for any loss arising out of or related to the performance or non-performance by the Agency of its obligations under this Agreement.

6.2 WSIB The Agency shall:

- (a) submit to the City an original Clearance Certificate from the Ontario Workplace Safety and Insurance Board and shall provide additional certificates with respect to such coverage as often as the City deems necessary during the term of the Agreement to ensure continued good standing with the Workplace Safety and Insurance Board; or
- (b) furnish proof in a form satisfactory to the City from the Workplace Safety and Insurance Board that the Agency does not require Workplace Safety and Insurance Board insurance, and in such case the Agency shall submit proof of additional insurance demonstrating coverage where the Workplace Safety and Insurance Board would otherwise provide coverage, in such form and coverage

- limits as may be required by the City; and
- (c) In all cases, if the Agency changes its status during the Term, the Agency shall immediately provide the City with proof of coverage as required by section 6.6(a) or (b) as appropriate.

6.3 Additional Insurance Any insurance coverage acquired under the Agreement shall in no manner discharge, restrict or limit the liabilities assumed by the Agency under the Agreement. It shall be the sole responsibility of the Agency to determine what additional insurance coverages, if any, are necessary and advisable for its own protection or to fulfill its obligation under this Agreement. Any such additional insurance shall be maintained and provided at the sole expense of the Agency.

6.4 Indemnity The Agency undertakes and agrees to defend, indemnify, and save harmless the City and its elected officials, officers, servants, agents and contractors (“Indemnified Parties”) and hold the Indemnified Parties harmless, at the Agency's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the Indemnified Parties may sustain or incur by reason of, either directly or indirectly:

- (a) any breach of this Agreement by any of the Agency, the Agency's employees, any subcontractor of the Agency, or persons for whom the Agency is at law responsible;
- (b) any loss or misuse of Funds held by, or provided to, the Agency, the Agency's employees, subcontractor of the Agency, or persons for whom the Agency is at law responsible, under this Agreement;
- (c) the acts or omissions of the Agency, the Agency's employees, subcontractor of the Agency, or any person for whom the Agency is at law responsible in performing the services or otherwise carrying on the Agency's business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties;
- (d) any claim or finding that any of the Agency, the Agency's employees, subcontractor of the Agency, or persons for whom the Agency is at law responsible are employees of, or are in any employment relationship with the City or are entitled to any employment benefits of any kind from the City;
- (e) any liability on the part of the City, under the *Income Tax Act* (Canada) or any other statute (including, without limitation, any employment benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City: Agency's employees or others for whom Agency is at law responsible in connection with the performance of services or otherwise in connection with Agency's business;
- (f) any costs or expenses (including all legal fees and costs on a complete indemnity basis) incurred by the City in enforcing the terms of this Agreement, or with respect to any matter or thing which is the obligation of the Agency under this Agreement, or in respect of which the Agency has agreed to insure or indemnify some or all of the Indemnified Parties; and
- (g) otherwise arising from this Agreement or the entering into of this Agreement by the City or otherwise herefrom or therefrom.

Article 7 NOTICE

7.1 Notice Any demand or notice to be given pursuant to this Agreement shall be properly made and given if made in writing and either delivered to the Party for whom it is intended to the address as set out below or sent by prepaid registered mail, or courier, addressed to such Party as follows:

- (a) where the City is the intended recipient, to BOTH:

The Corporation of the City of Brantford
 58 Dalhousie St.
 Brantford, ON N3T 2J2
Attn: Director, Community Strategies
 and Family Support

The Corporation of the City of Brantford
 City Hall, 58 Dalhousie St.
 Brantford, ON N3T 2J2
Attention: City Clerk
 WHICH MUST BE SERVED
 PERSONALLY

- (b) where the Agency is the intended recipient:

**COUNTY OF BRANT
944 Powerline Road
Paris, ON N3L 0B2**

Attention: Stacey Ellins

or to such other addresses as the Parties may from time to time notify in writing, and any demand or notice so made or given shall be deemed to have been properly made or given and received on the day on which it shall have been so delivered or, if mailed, then, in the absence of any interruption in postal service in the City of Brantford affecting the delivery or handling thereof, on the day following five clear Business Days following the date of mailing.

- 7.2 Electronic Communication Both Parties consent to electronic communication for purposes of general communications; but acknowledge that such electronic communication does not constitute 'notice' as between each of them with respect to services under this Agreement.

Article 8 - TERMINATION

- 8.1 Termination on 60 Days' Notice Either Party may at any time terminate this Agreement in whole or in part (including with respect to one or more Sites), without penalty or cause, by giving a minimum of 60 days' written notice to the other Party and in the event the Agreement is terminated in part, the remainder of the Agreement, if capable of performance, shall continue in full force and effect. In the event notice is given under this section, the Agency shall, during the notice period, provide only those services which the **Administrator** determines are reasonably required to complete the service in progress.
- 8.2 Termination On Breach If the Agency is in breach of this Agreement, or if a Licensee or Home Child Care Agency should have their license suspended or revoked, the City may terminate this Agreement in whole or in part (including with respect to one or more Sites) immediately and without having to provide notice of same. The City shall give written notice to the Agency of the termination as soon as reasonably possible.
- 8.3 Termination as a Result of Ministry Notwithstanding anything to the contrary in this Agreement, in the event that:
- (a) the Ministry at any time during the term of this Agreement revokes the designation of the City as a delivery agent; or
 - (b) the Ministry at any time during the term of this Agreement reduces or terminates funding to the City under the Act or other applicable legislation;
- then this Agreement may immediately be terminated in whole or in part (including with respect to one or more Sites) and the City shall not in any way be liable to the Agency.
- 8.4 Termination as a Result of Transfer Shares/Assets Notwithstanding anything to the contrary in this Agreement, in the event that the Agency, if it is a corporation, and without the prior written consent of the City, which may be unreasonably withheld:
- (a) transfers the majority of its issued shares in the capital stock;
 - (b) transfers, issues or divides any shares of the corporation or of any affiliated corporation of the corporation sufficient to transfer control to others than the then present shareholders of the corporation occurs; or
 - (c) sells the majority of assets and liabilities of the corporation;
- then this Agreement shall immediately be terminated and the City shall not in any way be liable to the Agency.
- 8.5 Upon Termination In the event this Agreement is terminated, in whole or in part (including with respect to one or more Sites) for any reason:
- (a) the Agency shall forthwith reimburse to the City any monies advanced by the City which are not expended in accordance with this Agreement;
 - (b) the Agency shall notify the Eligible Parents that its agreement with the City has been terminated, and the Agency shall provide the City with written verification of such notice within ten days of termination; and
 - (c) the Agency will return all equipment, furnishings, materials, products, articles, or

resources which were purchased with funds or funding under this Agreement, forthwith upon the request of the City.

- 8.6 Remedies Cumulative Notwithstanding any other provision of this Agreement, the City may from time to time resort to any or all of the rights and remedies available to it under this Agreement or by statute or by common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions contained in this Agreement as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the City by statute or common law. The Agency expressly acknowledges that notwithstanding anything to the contrary, the City is not obligated to mitigate its damages, and that the Agency is hereby estopped from making any such claim.
- 8.7 Failure to Comply with other Agreements If the Agency:
- (a) has failed to comply (“Failure”) with any term, condition or obligation under any other agreement with the City;
 - (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
 - (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
 - (d) such Failure is continuing,
- then such Failure shall be deemed to be default under this Agreement and the City may, at any time, take one or more of the actions permitted by this Article.

Article 9 - CONFIDENTIALITY

- 9.1 Hold Confidential The Agency, its directors, officers, employees, agents and volunteers, will hold confidential and will not disclose or release to any person other than the City at any time during or following the Term, except where required by law, any information or document that tends to identify any individual in receipt of services without first obtaining the written consent of (i) the individual; or (ii) the individual’s parent or guardian prior to the release or disclosure of such information or document, as may be appropriate. Where the Agency is a municipality or other such institution as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended from time to time, the provisions of such *Act* with respect to the disclosure or release of information will apply.
- 9.2 Freedom of Information Any information collected by the City pursuant to this agreement is subject to the rights and safeguards provided for in the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended from time to time.

Article 10 - GENERAL PROVISIONS

- 10.1 Partial Severability If any part of this Agreement is rendered invalid or illegal, the remainder of the Agreement continues to apply.
- 10.2 Entire Agreement/Amendment This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, arrangements, letters of intent, understandings, negotiations and discussions, whether oral or written, of the Parties. This Agreement may not be amended, supplemented or otherwise modified in any respect except by written instrument executed by both Parties.
- 10.3 Assignment Neither this Agreement nor any part or interest may be assigned, subcontracted or otherwise transferred by the Agency without the prior written consent of the City, which consent may be unreasonably withheld.
- 10.4 Waiver A waiver of any failure to comply with any term of this Agreement must be written and signed by the Party providing the waiver. Each waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.
- 10.5 Circumstances Beyond the Control of Either Party Neither Party is responsible for damage caused by delay or failure to perform under the terms of this Agreement

resulting from matters beyond the control of the Parties in the nature of a strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, or a lawful act of a public authority.

- 10.6 Survival All representations and warranties and obligations of (i) confidentiality; (ii) indemnification; and (iii) the reporting requirements or document retention; which are required pursuant to this Agreement, as well as any clauses which by their nature require it, shall survive termination or expiry of this Agreement.
- 10.7 Laws of Ontario This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 10.8 Further Assurance The Agency will execute and deliver or cause to be executed and delivered all such further acts and things as the City may, from time to time, reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement or any provision hereof.
- 10.9 City Discretion Nothing contained in this Agreement and no decision made or action taken by the City pursuant to this Agreement in any manner limits or restricts the normal exercise of discretion by various municipal departments, officers, servants, or elected officials of the City pursuant to any statute, by-law or regulation, and nothing contained in this Agreement requires any such municipal department, officer, servant or official(s) acting pursuant to such statute, by-law or regulation to give his, her, their, or its approval in respect of any matter, notwithstanding any provision of this Agreement or any consent, approval or other action of the City made pursuant to this Agreement.
- 10.10 Approval The provision of an approval, consent or permission under this Agreement is in the City's absolute discretion and subject to any terms and conditions the City may wish to impose. The Agency will comply with such terms and conditions.
- 10.11 Unincorporated Association If the Agency is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Agency that, in addition to signing this Agreement in their representative capacities on behalf of the members of the Agency, they shall be personally, jointly and severally liable for the obligations of the Agency under this Agreement, including the obligation to pay any debt that may become owing to the City under this Agreement, or any indemnity obligations under this Agreement.
- 10.12 Counterparts This Agreement may be executed in one or more counterparts, each of which is deemed to be an original and both of which together constitutes one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page to the other Party by facsimile or scanned PDF or other electronic means and such transmission constitutes delivery of an executed copy of this Agreement to the receiving Party as of the date of receipt thereof by the receiving Party or such later date as may be specified by the sending Party as part of such transmission. Notwithstanding the foregoing, either Party may demand a fully executed single copy of this Agreement.

IN WITNESS WHEREOF the Parties hereto have duly executed this agreement under the hands of their duly authorized officers in that behalf.

SIGNED, SEALED AND DELIVERED:

**THE CORPORATION OF THE CITY OF
BRANTFORD**

Date:

Brian Hutchings
Chief Administrative Officer

COUNTY OF BRANT

Date:

Name:

Title:

Date:

Name:

Title:

I/We have authority to bind the Corporation.

Schedule A
Fee Subsidy Requirements

Applicable

Not Applicable

- A1. Documentation In addition to the documentation requirements in Article 3 of the Agreement, the Agency must maintain the following documentation and provide to the City upon request:
- (a) the Agency's written policy with respect to the provision of early learning and child care services to children identified as having special needs, in a form acceptable to the **Administrator**;
 - (b) the Agency's written statement with respect to the Agency's participation in early learning and child development planning networks and professional associations, in a form acceptable to the **Administrator**;
 - (c) the Agency's written statement with respect to the Agency's meaningful participation in a designated Quality Assessment and Improvement Program, in a form acceptable to the **Administrator**; and
 - (d) the Agency must maintain any policies with respect to COVID-19 as directed by the Ministry of Education, Province of Ontario and/or Ontario Ministry of Health.
- A2. Attendance Records For each Site, the Agency shall submit accurate attendance records to the City within the first two (2) Business Days of the calendar month subsequent to the month in which the services for a Subsidized Child were provided at a Child Care Centre or Home Child Care. The Agency shall ensure that the type and hours of care provided are recorded according to the child care fee subsidy approval letter as provided by the City. Accurate attendance records will be processed by the City on a priority basis. The Agency agrees that late submission of attendance records may result in delayed processing and delayed payments. If the Agency fails to submit the records by the deadline noted in this section, the City may withhold any payments to the Agency until such time as the Agency provides the records, and they have been processed by the City.
- A3. Licensed Under the Act At each Site, the Agency must be licensed under the provisions of the Act to provide Child Care Centre services or Home Child Care services in Ontario.
- A4. Notification of Eligible Parent Where the City notifies the Agency in writing that the City has approved a parent as an Eligible Parent, the Agency agrees to provide Child Care Centre or Home Child Care services to that Eligible Parent's Subsidized Child at the rate determined as per Schedule A-1 (Statement of Per Diems).
- A5. Services in Accordance with Act The Agency shall ensure that the Child Care Centre services or Home Child Care services it provides to an Eligible Parent are in accordance with the Act, the Fee Subsidy Guidelines, and any other requirement of the City.
- A6. When Enrolment Commences The Agency shall calculate enrolment as commencing upon the first day of attendance of the Subsidized Child, as approved by the City.
- A7. Fee Subsidy Per Diem – How Determined Where the Agency provides Child Care Services to a Subsidized Child, and the Eligible Parent is entitled to a full subsidy for the cost of child care under the Act, the Fee Subsidy Per Diem will be a daily rate that is approved by the Administrator. However, where an Eligible Parent is not entitled to a full subsidy but is entitled to assistance under the Act, the Fee Subsidy Per Diem will be the daily rate approved by the Administrator less the Parental Contribution as calculated by the Administrator and in accordance with Regulation 138/151 to the Act.
- A8. When Enrolment Terminates The Agency shall calculate enrolment as terminating upon the last day of attendance of the Subsidized Child, unless the Agency did not receive 10 Business Days' notice of termination from the Eligible Parent. Where the Eligible Parent terminated attendance of the Subsidized Child with less than 10 Business Days' notice to the Agency, the Agency shall calculate enrolment as terminating up to a maximum of 10 Business Days after the Subsidized Child's last day of attendance. The Agency will not include in such calculation any Business Days for which another child has assumed the child care space which had been utilized by the Subsidized Child whose enrolment was terminated.
- A9. Reporting Absenteeism to City The Agency shall contact the City on the fifth morning of each 5-day period to inform of any Subsidized Child that has been absent for five

consecutive scheduled days without sufficient reason for being absent, as determined by the City.

- A10. Absenteeism of Subsidized Child The City may, in its sole discretion, reduce proportionally the amount of the Fee Subsidy Per Diem payable to the Agency where the absenteeism of a Subsidized Child exceeds the maximum number of approved Paid Sick/Absent Days, as determined from time to time by the **Administrator**.
- A11. Payment for Statutory Holidays and other Closures The City may, in its sole discretion, reduce proportionally the amount of Fee Subsidy Per Diem payable to the Agency with respect to statutory holidays or other closures of the Child Care Centre or Home Child Care as approved from time to time by the **Administrator**.
- A12. Agency to Collect Parental Contribution The Agency shall collect the Parental Contribution from the Eligible Parent.
- A13. Market Rate Per Diems The Agency must notify the City 90 days in advance of any change to the Market Rate Per Diem, Market Rate Per Diem changes may only be made for non-CWELCC child care and school age programs. Rate changes must be submitted through an updated signed Schedule A-1. The Agency may NOT charge an Eligible Parent the difference between the Market Rate Per Diem and the Fee Subsidy Per Diem.
- A14. No Additional Fees The Agency will only demand from the Eligible Parent the Parental Contribution, and no further amounts.
- A15. Ceasing Funding of Subsidized Child At any time the City may cease providing the Fee Subsidy Per Diem to an Agency if, in the opinion of the **Administrator**, acting reasonably, there is a threat to the health, safety or welfare of a Subsidized Child at the Child Care Centre or Home Child Care.
- A16. Notice to Eligible Parent The Agency agrees that the **Administrator**, acting reasonably, may notify the Eligible Parent of their opinion that there is a threat to the health, safety or welfare of the Subsidized Child at the Child Care Centre or Home Child Care.
- A17. City Obligations Where the Agency provides Child Care Centre services or Home Child Care services for a Subsidized Child, the City shall pay to the Agency the Fee Subsidy Per Diem.
- A18. OneList Policy The Agency will, at all times, comply with the OneList Policy, as set out in Schedule A-3.

Schedule A-1
Statement of Administrator Approved Per Diems

N/A

Schedule A-2
Statement of Municipal Maximums

N/A

**Schedule A-3
One List Policy**

N/A

Schedule B
Children's Camps and Recreation Program
Fee Subsidy Requirements

Applicable

Not Applicable

- B1. Documentation In addition to the documentation requirements in Article 3 of the Agreement, the Agency must maintain the following documentation and provide to the City upon request:
- (a) the Agency's written special needs policy with respect to the provision of early learning and child care services to children identified as having special needs, in a form acceptable to the **Administrator**;
 - (b) the Agency's written statement with respect to the Agency's participation in early learning and child development planning networks and professional associations, in a form acceptable to the **Administrator**;
 - (c) the Agency's written statement with respect to the Agency's meaningful participation in a Quality Assessment and Improvement Program (eg. HIGH FIVE certification or Accredited by the Ontario Camps Association);
 - (d) the Agency's written statement or policy with respect to the safe arrival and departure of children;
 - (e) the Agency's written policy with respect to vulnerable sector screening;
 - (f) the Agency's written statement or policy with respect to adult supervision; and
 - (g) the Agency's written policy confirming the training for all staff/providers on current health and safety measures in place according to the Operational Guidance as well as those put in place by the local Public Health Unit.
- B2. Payment and Attendance Records The City will pay the Fee Subsidy Per Diem to the Agency in respect of each Subsidized Child for each day the Subsidized Child attends the Children's Recreation Program. The Agency shall submit accurate attendance records to the City within the first two Business Days of the calendar month subsequent to the month in which the Children's Recreation Program services for a Subsidized Child were provided. The Agency shall ensure that the type and hours of care provided are recorded according to the fee subsidy approval letter as provided by the City.
- B3. Authorized Recreational and Skill Building Programs (After-School Care) Fee subsidy may be provided to children enrolled in an eligible authorized recreation program who are four years old or older (or turning four in the current calendar year and enrolled in a recreation program provided on or after September 1st).
- B4. Eligible Authorized Recreation Program An eligible authorized recreation program is defined in the Act as one that:
- (a) Operates once a day for no more than 3 hours on weekdays;
 - (b) Promotes recreational, artistic, musical or athletic skills or provide religious cultural or linguistic instruction;
 - (c) Is not operated in a person's home; and
 - (d) Is operated by one of the following:
 - (i) A service manager, a municipality, school board, First Nation, or the Métis Nation of Ontario;
 - (ii) A member of the YMCA or Boys and Girls Clubs of Canada;
 - (iii) An Ontario After School Program funded by the Ministry of Heritage, Sport, Tourism and Culture Industries (MHSTCI);
 - (iv) Operated by an organization that is recognized by Parks and Recreation Ontario as a HIGH FIVE accredited organization;
 - (v) Operated by a Friendship Centre that is a member of the Ontario Federation of Indigenous Friendship Centres;
 - (vi) Operated by a member of a provincial sports or multi-sport organization recognized by MHSTCI where the program activities are related to the sport or sport related organization;
 - (vii) Operated by a MHSTCI agency or attraction (e.g. ROM, Ontario Science Centre); or Authorized by the local service system manager or a First Nation to offer child care, provided that the program supports the health, safety and well-being of children.

- B5. Camps Fee Subsidy may be provided for children attending an eligible camp who are four years old or older (or turning four in the current calendar year and enrolled in a camp provided on or after September 1st).
- B6. Eligible Camps An eligible camp is one that:
- (a) Operates for no more than 13 weeks in a calendar year;
 - (b) Operates on days where instruction is not typically provided for pupils in schools;
 - (c) Is not operated at a person's home; and
 - (d) Is operated by one of the following:
 - (i) A service manager, a municipality, school board, First Nation, or the Métis Nation of Ontario;
 - (ii) By a member of the YMCA or a member of Boys and Girls Club of Canada;
 - (iii) An Ontario After School Program funded by the Ministry of Heritage, Sport, Tourism and Culture Industries (MHSTCI);
 - (iv) Operated by an organization that is recognized by Parks and Recreation Ontario as a HIGH FIVE accredited organization;
 - (v) Operated by a Friendship Centre that is a member of the Ontario Federation of Indigenous Friendship Centres;
 - (vi) Operated by a member of a provincial sport organization or multi-sport organization recognized by MHSTCI, where the program's activities are related to the sport or sports promoted by the organization;
 - (vii) Operated by an MHSTCI agency or attraction (e.g. ROM, Ontario Science Centre); or
 - (viii) Authorized by the local service system manager or a First Nation to offer child care, provided that the program supports the health, safety and well-being of children.
- B7. Notification of Eligible Parent Where the City notifies the Agency in writing that the City has approved a parent as an Eligible Parent, the Agency agrees to provide Recreation Program services to the Eligible Parent's Subsidized Child at the rate determined as per Schedule B-1 (Statement of Per Diems) and Schedule B-2 (Statement of Per Diems).
- B8. Services in Accordance with the Act, etc. The Agency shall ensure that Children's Recreation Program services it provides to an Eligible Parent are in accordance with the Act, the Fee Subsidy Guidelines, or the Child Care Services Operators Policy and Procedures Manual, as applicable and any other requirement of the City, and all other current Ministry protocols for the administration of fee subsidies and Special Needs Resourcing funding.
- B9. When Enrolment Terminates The Agency shall calculate enrolment as terminating upon the last day of attendance of the Subsidized Child, unless the Agency did not receive 10 Business Days' notice of termination from the Eligible Parent. Where the Eligible Parent terminated attendance of the Subsidized Child with less than 10 Business Days' notice to the Agency, the Agency shall calculate enrolment as terminating up to a maximum of 10 Business Days' after the Subsidized Child's last day of attendance. The Agency will not include in such calculation any Business Days for which another child has assumed the child care space which had been utilized by the Subsidized Child whose enrolment was terminated.
- B10. Reporting Absenteeism to City The Agency shall contact the City on the fifth morning of each 5-day period to inform of any Subsidized Child that has been absent for five consecutive days without sufficient reason for being absent.
- B11. Absenteeism of Subsidized Child The City may, in its sole discretion, reduce proportionally the amount of Fee Subsidy Per Diem payable to the Agency where the absenteeism of a Subsidized Child exceeds the maximum number of approved Paid Sick/Absent Days, as determined from time to time by the **Administrator**.
- B12. Payment for Statutory Holidays and other Closures The City may in its sole discretion, reduce proportionally the amount of Fee Subsidy Per Diem payable to the Agency with respect to statutory holidays or other closures of the Child Care Centre or Home Child Care as approved from time to time by the **Administrator**.

- B13. No Payment if Absent in Proceeding 5-day Period Where a Subsidized Child has been absent for a 5-day period, the City shall not pay the Agency for any subsequent 5-day periods, unless the Agency obtains the prior written approval of the City.
- B14. Agency to Collect Parental Contribution The Agency shall collect the Parental Contribution from the Eligible Parent.
- B15. Fee Subsidy Per Diem – How Determined Where the Agency provides Child Care Services to a Subsidized Child, and the Eligible Parent is entitled to a full subsidy for the cost of child care under the Act, the Fee Subsidy Per Diem will be a daily rate that is approved by the Administrator. However, where an Eligible Parent is not entitled to a full subsidy but is entitled to assistance under the Act, the Fee Subsidy Per Diem will be the daily rate approved by the Administrator less the Parental Contribution as calculated by the Administrator and in accordance with Regulation 138/151 to the Act.
- B16. Market Rate Per Diems The Agency must notify the City 90 days in advance of any change to the Market Rate Per Diems. Rate changes must be submitted through an updated signed Schedule B-1 or Schedule B-2. The Agency may NOT charge an Eligible Parent the difference between the Market Rate Per Diems and the Fee Subsidy Per Diem.
- B17. No Additional Fee The Agency will only demand from the Eligible Parent the Parental Contribution, and no further amounts.
- B18. Ceasing Funding of Subsidized Child At any time the City may cease providing the Fee Subsidy Per Diem to the Agency for a Subsidized Child, if, in the opinion of the **Administrator**, acting reasonably, there is a threat to the health, safety or welfare of the Subsidized Child at the Children’s Recreation Program.
- B19. Notice to Eligible Parent The Agency agrees that the **Administrator**, acting reasonably, may notify the Eligible Parent of his/her opinion that there is a threat to the health, safety or welfare of the Subsidized Child at the Children’s Recreation Program.
- B20. City Obligations Where the Agency provides Child Care Centre services, Home Child Care services, or Children’s Recreation Programs to an Eligible Parent, the City shall pay to the Agency the applicable Fee Subsidy Per Diem as determined by the **Administrator**, and which may be amended from time to time.

Schedule B-1 Statement of Administrator Approved Per Diems

Schedule B – 1

Statement of Administrator Approved Per Diems

Instructions:

- Complete grey cells
- All Municipal Maximum rates are in effect for the term of this agreement.
- The Agency must notify the City of Brantford 90 days in advance of any change to the Market Rate. All rate changes must be submitted through an updated and signed Schedule B-1.
- The Agency may NOT charge an eligible Parent the difference between the Market Rate and the Municipal Maximum Per Diem.

Definitions:

- Municipal Maximum Per Diem** means the rate determined annually by the City of Brantford as the maximum per diem for each age group and schedule type that will be paid by the City of Brantford to the Agency for providing child care services to a child in receipt of Fee Subsidy.
- Market Rate Per Diem** means the actual rates that an Agency charges for providing child care services for any child enrolled at a Child Care Centre, Home Child Care, or Children's Recreation Program.
- Fee Subsidy Per Diem** means an amount determined and approved by the City of Brantford, (calculated as the lesser of the Municipal Maximum Per Diem or the Market Rate Per Diem) paid to the Agency for providing the child care services to the child in receipt of Fee Subsidy at a Child Care Centre, Home Child Care, or Children's Recreation Program. Fee Subsidy paid to the centre for each child will be the applicable Fee Subsidy Per Diem less the Fee Subsidy Parent Contribution.

Operating Agency: Community Services - County of Brant

Contract Year: 2024

Per Diem Effective Date: January 1 2024

Locations (Name and Address)	Age Group	Schedule	2023 Market Rate Per Diem	2024 Municipal Maximum Per Diem	2024 Market Rate Per Diem	Fee Subsidy Per Diem
Community Services (Camps) 944 Powerline Road	School Age (Primary/Junior)	5 hours to less than 9 hours	\$ 39.00	\$ 42.30	\$ 41.00	\$ 41.00
	School Age (Primary/Junior)	9 hours to less than 12 hours	\$ 39.00	\$ 49.75	\$ 41.00	\$ 41.00

Location (Name and Address)	Age Group	Location (Name and Address)	Age Group
Summer Sizzler Paris Central 7 Broadway St. East, Paris, N3L 2R2	4-6 Years	Tons of Fun Gaukel Memorial Community Centre 7 Gaukel Drive, St. George, N0E 1N0	5 - 12 Years
Summer Fun Syl Apps Community Centre 51 William St., Paris, N3L 1L2	7-9 Years		
Ultimate Adventures Syl Apps Community Centre 51 William St., Paris, N3L 1L2	10-12 Years		

Schedule B-2 Statement of Administrator Approved Per Diems Authorized Recreation

Instructions:

- Complete grey cells.
- All Municipal Maximum rates are in effect for the term of this agreement.
- The Agency must notify the City of Brantford 90 days in advance of any change to the Market Rate. All rate changes must be submitted through an updated and signed Schedule B-2.
- The Agency may NOT charge an eligible Parent the difference between the Market Rate and the Municipal Maximum Per Diem.
- Provide the name, address and related age group for all authorized recreational program locations beginning on row 26.

Definitions:

- Municipal Maximum Per Diem** means the rate determined annually by the City of Brantford as the maximum per diem for each age group and schedule type that will be paid by the City of Brantford to the Agency for providing child care services to a child in receipt of Fee Subsidy.
- Market Rate Per Diem** means the actual rates that an Agency charges for providing child care services for any child enrolled at a Child Care Centre, Home Child Care, or Children's Recreation Program.
- Fee Subsidy Per Diem** means an amount determined and approved by the City of Brantford, (calculated as the lesser of the Municipal Maximum Per Diem or the Market Rate Per Diem) paid to the Agency for providing the child care services to the child in receipt of Fee Subsidy at a Child Care Centre, Home Child Care, or Children's Recreation Program. Fee Subsidy paid to the centre for each child will be the applicable Fee Subsidy Per Diem less the Fee Subsidy Parent Contribution.

Operating Agency:

Contract Year:

Per Diem Effective Date:

Head Office (name and address)	Age Group	Schedule	2023 Market Rate Per Diem	2024 Municipal Maximum Per Diem	2024 Market Rate Per Diem	Fee Subsidy Per Diem
Community Services, 944 Powerline Road, Paris	School Age	Less than 5 hours	\$ 5.00	\$ 20.60	\$ 6.00	\$ 6.00
	School Age	5 hours to less than 9 hours	\$ 39.00	\$ 42.30	\$ 41.00	\$ 41.00
	School Age	9 hours to less than 12 hours	\$ 39.00	\$ 49.75	\$ 41.00	\$ 41.00

Location (Name and Address)	Age Group	Location (Name and Address)	Age Group	Location (Name and Address)	Age Group	Location (Name and Address)	Age Group
Burford District Elementary School - 35 Alexander St, Burford, ON N0E 1A0	School Age	Burford Community Centre - 14 Potter Drive, Burford ON N0E 1A0	School Age	Cobblestone Elementary School - 179 Grandville Cir, Paris, ON N3L 0A9	School Age	Glen Morris Public School - 522 Glen Morris Rd E, Glen Morris, ON N0B	School Age
Mt. Pleasant Community Centre - 711 Mt Pleasant Rd, Mount Pleasant, ON N0E 1K0	School Age	Paris Central Public School - 7 Broadway St E, Paris, ON N3L 2R2	School Age	Scotland Community Centre - 85 Simcoe St, Scotland, ON N0E 1R0	School Age	South Dumfries Community Centre - 7 Gaukel Dr, Saint George, ON N0E 1N0	School Age

Schedule C
Special Needs Resourcing Requirements

Applicable

Not Applicable

- C1. Documentation In addition to the documentation required in Article 3 of the Agreement, the Agency shall, prior to the issuance of Funds (which may be reduced if submission is delayed), and as any changes occur:
- (a) maintain documentation of staff qualifications, including documentation evidencing that the person acting as a resource teacher under section 55 of the Act; and provide such documentation to the City upon the request of the **Administrator**;
 - (b) provide to the City, upon the request of the **Administrator**:
 - (i) annual audited financial statements for at least the two years prior, where available which includes a balance sheet, or
 - (ii) where audited financial statements are not available, unaudited financial statements for at least the two years prior, which includes a balance sheet that have been approved in writing by the Agency's board;
 - (c) provide to the City upon the Effective Date, and as may be requested by the **Administrator** from time to time, a statement indicating the Agency's HST rebate eligibility; and
 - (d) forthwith notify the City of any changes to the information set out in subsection (a) above.
- C2. Reporting Within 2 weeks of the completion of each quarter, the Agency shall provide a report to the City on the services provided under this Agreement, in the form set out in **Schedule C.1** (Year-to-Date Quarterly Reporting Form).
- C3. Service and Financial Targets The Agency shall report accurate service and financial targets to the City within 2 weeks of the completion of each quarter, or within 2 weeks of the Administrator's request. Failure to submit this information within the specified timeframe may result in the withholding of any subsequent payments.
- C4. Agency Falls Within the Act The Agency represents, warrants and covenants that it provides staff, equipment, supplies or services with respect to the service requirements for Children with Special Needs:
 - (a) in a Home Child Care;
 - (b) in a premise where a Children's Recreation Program is provided; or
 - (c) in a Child Care Centre.
- C5. Services in Accordance with the Act, etc. The Agency shall ensure that the Special Needs Resourcing services it provides are in accordance with the Act and the Ministry of Education Guidelines.
- C6. Location of Services The Agency shall be funded for providing Special Needs Resourcing only at the following locations:
 - (a) in a Home Child Care;
 - (b) in a premise where a Children's Recreation Program is provided; or
 - (c) in a Child Care Centre.
- C7. Range of Services The Agency shall provide a range of services with respect to the services required for Children with Special Needs.
- C8. Use of Funding The Agency shall only use funding from the City to:
 - (a) Hire or acquire the services of a resource teacher, consultant, or supplemental staff where necessary (including salary and benefits) to support the inclusion of children with special needs;
 - (b) Ensure Enhanced Staff are paid a minimum of \$23.86 per hour as of the Effective Date of this agreement
 - (c) Provide professional development opportunities to support staff in licensed child care settings working with Children with Special Needs and their parents or families to support inclusions; and
 - (d) Purchase or lease specialized or adaptive equipment and supplies to support Children with Special Needs.

- C9. Determination of Funding The **Administrator** will determine the amount of funding in accordance with the City's administration agreement with the Ministry, available funding, and the City's analysis process of the Agency's budget and service targets. The City will advise the Agency, in writing, of the amount of Special Needs Resourcing Funding which the City will provide to the Agency.
- C10. City Obligations Where the Agency provides Special Needs Resourcing services, the City shall pay to the Agency the amount as determined by the **Administrator**, which amount may be amended from time to time, upon giving written notice of the change to the Agency.

Schedule C-1
Special Needs Resourcing Budget and Quarterly Reporting Form

N/A

Schedule D
General Operating Grants Requirements

Applicable

Not Applicable

- D1. Licensed Under the Act At each Site, the Agency must be licensed under the provisions of the Act to provide Child Care Centre services in Ontario.
- D2. Documentation In addition to the documentation required in Article 3 of the Agreement, the Agency shall, prior to the issuance of Funds (which may be reduced if submission is delayed), and as any changes occur:
- (a) maintain documentation of staff qualifications, including documentation evidencing persons acting as a resource teacher under section 55 of the Act; and provide such documentation to the City, upon the request of the **Administrator**;
 - (b) provide to the City, upon the request of the **Administrator**:
 - (i) annual audited financial statements for at least the two years prior, where available which includes a balance sheet, or
 - (ii) where audited financial statements are not available, unaudited financial statements for at least the two years prior, which includes a balance sheet that have been approved in writing by the Agency's board;
 - (c) Annual Financial Statements must be limited to child care specific activities located in the City of Brantford and / or the County of Brant, and should not include any other business activities
 - (d) Annual audited financial statements must be calendar year and submitted no later than July 1st of the subsequent year. Audited financial statements for publically funded entities (municipalities, colleges, universities) must include program specific special audited statement.
 - (e) provide to the City upon the Effective Date, and as may be requested by the **Administrator** from time to time, a statement indicating the Agency's HST rebate eligibility; and
 - (f) forthwith notify the City of any changes to the information set out in section D2(a).
- D3. Eligibility A General Operating Grant is not available for (i) unlicensed child care centres; or (ii) unlicensed home child care.
- Reporting The agency will be required to provide reports related to attendance, operating capacity, and FTE's upon the request of the **Administrator**.
Monthly, the Licensed Home Child Care Agency shall complete and submit:
- (a) Schedule D-2 (Monthly Children Served and Operating Stats – Home Child Care).
- D4. Service Description The Agency will provide the City with a Service Description in a form acceptable to the **Administrator** that will set out at minimum, the Licensed Capacity of the Child Care Centre or Home Child Care, as well as provide staffing details outlining position titles FTE and cost of salaries and benefits.
- D5. Allocation The City will provide the amount of General Operating Funding to the Agency in writing, in the form attached as Schedule D-1 (General Operating Allocation).
- D6. Return of Funds In the event that the actual Operating Capacity is less than as identified in the Service Description, the Agency shall, at the request of the Administrator, return the funds in an amount reflective of the decreased capacity, solely as determined by the **Administrator**.
- D7. Use of Funds The Agency may use the General Operating Grant for ongoing costs, including: staff wages and benefits but only to offset salary costs over and above the Agency's regulatory requirements for minimum wage and mandatory benefits, lease and occupancy costs, utilities, administration, transportation for children, resources, nutrition, supplies, and maintenance. Notwithstanding the generality of the foregoing, the General Operating Grant may not be used for severance or costs related to employee termination.
- D8. Capital Debt The Agency shall not use the General Operating Grant for capital debt costs.

D9. City Obligations The City will provide General Operating Grant Funding in the amount and frequency as set out in Schedule D-1 for the Term of this Agreement. Schedule D-1 may be amended from time to time by the City, in its discretion, based on Ministry Funding.

Schedule D-1
General Operating Grant Allocation

N/A

Schedule D-2
Monthly Children Served and Operating Stats – Home Child Care

N/A

Schedule E
Wage Enhancement Grant Requirements

Applicable

Not Applicable

E1. Purpose of the Wage Enhancement Grant Funding

- (a) The purpose of the Wage Enhancement Grant Funding is to support a wage increase of up to \$2 per hour per employee plus a value not to exceed 17.5 percent of the benefit costs of such employee. An additional supplemental grant of \$150 for each eligible centre based FTE or home visitor FTE and \$50 for each eligible child care program staff will be provided to cover short falls in wage enhancement salaries (ex: additional days worked, sick days and professional development (PD) days) and benefits is also included. The Wage Enhancement Grant Funding applies to:
- (i) Eligible Registered Early Childhood Educators (RECEs) and other eligible child care program staff working for Child Care Centre; and
 - (ii) Home Visitors working for Home Child Care.

E2. Administration Funding for Agency The **Administrator** may provide additional Funds for administration. Providers may use this funding to support administration such as upgrading payment systems, internal payment processes, training for staff related to this initiative and internal processes to track data and expenditures. The administration dollars provided is intended for administrative use and must be used in accordance with the Ministry guidelines. Funding will be allocated, based upon completed applications and funding levels in accordance with Ministry Guidelines

E3. Wage Enhancement Grant Eligibility Criteria

(a) Centre-Based Child Care Centre and Home Child Care Home Visitor Positions:

To be eligible to receive the full Wage Enhancement Grant Funding, RECEs, Home Visitors and other child care program staff must be employed by a Child Care Center, in a position that:

- (i) existed in a Child Care Centre or Home Child Care between January 1, 2023 to December 31, 2023; or is a new position in 2024 as a result of increased licensed spaces in 2024;
- (ii) have an associated base wage, excluding prior year's wage enhancement, of less than \$28.59 per hour (i.e. \$2 below the wage cap of \$30.59; and
- (iii) is categorized as a child care supervisor, RECE, Home Child Care Home Visitor, or can be otherwise counted toward adult to child ratios under the Act.

Supplementary program staff positions that are in place to maintain higher employee-child ratios than required under the Act may also be eligible for Wage Enhancement Grant Funding, as determined and approved by the City.

- (b) Partial Wage Enhancement: Where an eligible position has an associated base wage rate, excluding prior year's wage enhancement, of between \$28.60 and \$30.58 per hour, the position is eligible for a partial wage enhancement. The partial wage enhancement will increase the wage of the qualifying position to \$30.59 per hour without exceeding the cap.

- (c) Ineligible Positions (Non-Program Staff): The following positions are not eligible for Wage Enhancement Grant Funding:

- (i) the cook, custodial and other non-program staff positions; and
- (ii) resource teachers/consultants and supplemental staff providing Special Needs Resourcing.

Notwithstanding the foregoing, if at least 25% of the non-program staff position (i and ii) is used to support ratio requirements, the staff may be eligible for partial Wage Enhancement Grant Funding, as determined and approved by the City, in an amount equal to the proportion of their time used to support ratio requirements.

- (iii) Staff hired through a third party (i.e temp agency).

E4. Restrictions on the Use of Wage Enhancement Grant Funding by the Agency

- (a) The Agency must give the Wage Enhancement Grant Funding solely to eligible staff to increase wages. The Agency shall not spend it on any other child care program expenses.
- (b) The Agency shall not use Wage Enhancement Grant Funding to fund overtime pay.
- (c) The Agency shall pay the Wage Enhancement Grant Funding to eligible staff in addition to their standard wage rate as of January 1st, 2024.
- (d) Wage Enhancement Grant Funding must be spent by December 31 of the applicable calendar year. Should any portion of the Wage Enhancement Grant Funding not be spent by December 31 of the applicable calendar year, such remaining portion is immediately due and payable to The Corporation of the City of Brantford.
- (e) The Agency may only use the Wage Enhancement Grant Funding for staff wages to offset salary costs over and above the Agency's regulatory requirements for minimum wage and mandatory benefits.
- (f) The Agency is not permitted to substitute payments previously provided to staff with Wage Enhancement Grant Funding. Any Wage Enhancement Grant Funding is in addition to their existing compensation and planned incremental increases.
- (g) The Agency shall not exceed an hourly wage increase of \$2.00 plus a value not to exceed 17.5 percent of the benefit costs of such employee using Wage Enhancement Grant Funding.
- (h) The Agency shall not use Wage Enhancement Grant Funding to support Site expansion or to reduce fees.
- (i) The Agency agrees that any Wage Enhancement Grant Funding that it does not use for the intended purposes shall be recovered from the Agency by the Administrator.

E5. Agency Accountability and Reporting Requirements

- (a) The Agency must clearly indicate on staff pay cheques the portion of funding that is being provided through the Wage Enhancement Grant Funding labelled as "***Provincial child care wage enhancement***".
- (b) As and when requested by the Administrator, the Agency shall report to the City service data and financial information in the Wage Workbook.
- (c) At its sole discretion, the Administrator may request additional service data and financial information of the Agency, and the Agency is required to report the requested information.
- (d) As and when requested by the Administrator the Agency shall submit to the Administrator a statement signed by a designated signing officer which attests that 100% of the Wage Enhancement Grant Funding was provided directly to eligible child care staff for wages and benefits as per this Agreement and that no portion of the Wage Enhancement Grant Funding was used for any other purpose.
- (e) As and when requested by the Administrator, the Agency shall submit to the Administrator a report reconciling the amount of Wage Enhancement Grant Funding provided with actual expenditures. This report is subject to review by the Administrator at the Administrator's sole discretion.

E6. Allocation The City will provide Wage Enhancement Grant cashflow funding based on the previous year FTE, until the 2024 Wage Workbook application is submitted at which time cashflow will be adjusted accordingly. A bi-annual Wage Enhancement Grant reconciliation to your actual 2024 FTEs is required and adjustments will be made at that time.

Schedule E-1
Wage Enhancement Grant Funding Schedule

N/A

Schedule F
Home Child Care Enhancement Grant Requirements

Applicable

Not Applicable

Preamble:

It shall be within the **Administrator's** sole discretion to determine whether the Agency meets the conditions and requirements for eligibility set out in this Agreement, as well as the amount of funding.

F1. Purpose of the Licensed Home Child Care Enhancement Grant Funding

- (a) The purpose of the Home Child Care enhancement grant funding is to support an increase of up to \$20 per day per Home Child Care operator, being an independent contractor hired by the Agency to perform child care services for the Agency ("Provider"). An additional supplemental grant of \$50 per eligible Provider to cover short falls or additional days such as PD days is also included. This funding applies to Home Child Care.
- (b) Administration Funding The **Administrator** may provide Funds for administration. Providers may use this funding to support administration such as upgrading payment systems, internal payment processes, training for staff related to this initiative and internal processes to track data and expenditures. The administration dollars provided is intended for administrative use and must be used in accordance with the Ministry guidelines. Funding will be allocated, based upon completed application and funding levels in accordance with Ministry Guidelines.

F2. Home Child Care Enhancement Grant ("HCCEG") Funding Eligibility Criteria

- (a) In order to successfully complete your HCCEG application the Agency must determine which of the Providers are eligible for the enhancement as of December 31, 2023.
- (b) Full Home Child Care Enhancement Grant: In order to be eligible to receive the **full** Home Child Care enhancement grant of \$20 per day, Providers must:
 - (i) Hold a contract with the Agency;
 - (ii) provide services to one child or more (excluding the Provider's own children);
 - (iii) provide full time services on average (6 hours or more a day range); and
 - (iv) receive base daily fees excluding prior year's HCCEG of less than \$285.90 (i.e. \$20 below the cap of \$305.90).
- (c) Partial Home Child Care Enhancement Grant: In order to be eligible to receive the **partial** Home Child Care enhancement grant of \$10 per day, Providers must:
 - (i) Hold a contract with the Agency;
 - (ii) provide services to one child or more (excluding the Provider's own children);
 - (iii) provide part time services on average (less than 6 hours a day); and
 - (iv) receive base daily fees excluding prior year's HCCEG of less than \$173.54 (i.e. \$10 below the cap of \$183.54).
- (d) If at any point a provider stops service to the Agency placed children, the Agency must terminate the transfer of Home Child Care enhancement grant funds to the provider.

F3. Restrictions on the Use of Home Child Care Enhancement Grant Funding

- (a) The Agency must give the Home Child Care enhancement grant funding solely to eligible contracted child care providers to increase transfer payments. The Agency shall not spend it on any other child care provider expenses.
- (b) Both full time and relief contracted Home Child Care providers may be eligible for the Home Child Care enhancement grant funding.
- (c) A contracted Home Child Care Centre provider may be eligible for Home Child Care enhancement funding for weekend services and for statutory holidays where services are provided.
- (d) The Agency shall ensure that the Home Child Care enhancement grant funding allocation to a contracted Home Child Care provider does not exceed \$20 per day

in those situations where the Home Child Care provider is eligible for full Home Child Care enhancement grant funding.

- (e) The Agency shall ensure that the Home Child Care enhancement grant funding allocation to a contracted Home Child Care provider does not exceed \$10.00 per day in those situations where the Home Child Care provider is eligible for partial Home Child Care enhancement grant funding.
- (f) The Agency shall ensure that Home Child Care enhancement grant funding is not used to reduce fees or to support system expansion.
- (g) The Agency shall ensure that Home Child Care enhancement grant funding is transferred to contracted Home Child Care providers in addition to their standard fee transfer amount as of January 1, 2024.
- (h) The Agency shall not substitute payments previously provided to contracted Home Child Care providers with Home Child Care enhancement funding.
- (i) The Agency agrees that any Home Child Care enhancement grant funding that is not used for the intended purposes shall be recovered from the Agency by the **Administrator**.

F4. Agency Accountability and Reporting Requirements

- (a) The Agency shall clearly indicate on Home Child Care provider fee transfers the portion of funding that is being provided through the Home Child Care enhancement grant labelled as “***Provincial Home Child Care enhancement grant***”.
- (b) Agencies will attest that each eligible provider has not included one’s own children in the application
- (c) As and when requested by the **Administrator** the Agency shall report to the City service data and financial information as set out in the Wage Workbook and as may otherwise be requested.
- (d) As and when requested by the **Administrator**, the Agency shall submit to the **Administrator** a report reconciling the amount of Home Child Care enhancement grant funding provided with actual expenditures. This report is subject to review by the **Administrator** at the Administrator’s sole discretion.
- (e) As and when requested by the **Administrator** the Agency is required to submit to the **Administrator** a statement signed by a designated signing officer which attests that 100% of the Home Child Care enhancement grant funding was provided directly to eligible Home Child Care providers as per this Agreement and that no portion of the Home Child Care enhancement grant funding was used for any other purpose.

F5. Allocation The City will provide Home Child Care Enhancement Grant cashflow based on the previous year FTE, until the 2024 Wage Workbook application is submitted at which time cashflow will be adjusted accordingly. A bi-annual Home Child Care Enhancement Grant Funding reconciliation based on your actual 2024 FTEs and providers is required and adjustments will be made at that time.

Schedule F-1
Home Child Care Enhancement Grant Funding Schedule

N/A

Schedule G
Capacity Building Funding Agreement

Applicable

Not Applicable

- G1. Purpose of Capacity Building Funding The Capacity Building Funding is intended to support professional learning and development opportunities that build the capacity of Licensees, supervisors, program staff/caregivers, home visitors, Home Child Care Agencies, and non-profit volunteer board members to support the provision of high quality programs for children ages 0 to 12 that recognizes that each child is competent, curious, and rich in potential, and emphasize positive relationships and reflective practices as critical to children's learning.
- G2. Capacity Funding Eligibility Criteria The Capacity Building Funding Eligibility Criteria is as follows:
- (a) Capacity Building Funding may be provided to Licensees and Home Child Care Agencies (e.g.: non-profit, directly operated and for-profit); and
 - (b) Professional learning and development opportunities may be designed to engage child care supervisors, program staff, resource teachers, consultants, supplemental special need resource staff, cooks, Home Child Care providers, home visitors, other staff or boards of directors of licensed non-profit programs.
- G3. Priorities for Expenses Capacity Building Funding is intended to support system-wide professional learning and development with priority funding for licensed child care programs or non-profit agencies that:
- (a) have limited access to professional learning and development opportunities;
 - (b) require support in improving program quality;
 - (c) leverage resources for licensees and program staff in supporting children with special needs;
 - (d) have limited capacity in business administration; or
 - (e) serve Francophone or Indigenous children and families.
- G4. Eligible Expenses Recipients of the Capacity Building Funding have discretion to direct funding to support a range of professional learning opportunities, as follows:
- (a) professional learning and development opportunities that align with the Act, regulations and ministry policy (e.g., workshops, mentoring and coaching, networks that are delivered in-person, virtually, etc.);
 - (b) program-related professional learning opportunities that align with the views and approaches outlined in How Does Learning Happen? Ontario's Pedagogy for the Early Years, promote reflective practice and collaborative inquiry, and support the new regulatory requirements under the Act (e.g. post-diploma training programs);
 - (c) establishment of professional learning communities of practice to support early years program staff; professional learning and development opportunities related to child care program business administration (e.g., budgeting, leadership, human resource management, policy development, and board governance etc.);
 - (d) professional learning and development opportunities related to the health, safety and well-being of children (e.g., nutrition, first aid, environmental health, communicable diseases, etc.);
 - (e) release time and overtime to support staff in participating in professional learning and development opportunities; and/or
 - (f) travel costs to support attendance at professional learning and development opportunities (municipal policies pertaining to travel and accommodation apply).
- G5. Recovery of Funds The Agency agrees that any Capacity Building Grant Funding that is not used for the intended purposes, or otherwise in accordance with this Agreement shall be immediately recoverable by the City, and the Agency will forthwith remit such amount to the City.
- G6. Allocation The City will provide an annual amount up to \$0 in Capacity Building Grant Funding for the Term of this agreement, payable upon execution of agreement.

Schedule H
Slate of Executive Officers

N/A

Schedule I
Statement of Revenues and Expenditures

N/A

**Schedule J
Attestation**

N/A

Schedule K
Canada-Wide Early Learning and Child Care System

Applicable

Not Applicable

- K1. Eligibility The Licensee must maintain their license to operate in good standing in accordance with the CCEYA to remain eligible for CWELCC System funding. If the Licensee is in contravention of the CCEYA the City may, in its sole and absolute discretion, limit or terminate funding.
- K2. Documentation: In addition to the documentation requirements in Article 3 of the Agreement, the Agency shall, prior to the issuance of funds (which may be reduced or denied if submission is delayed), complete and maintain the following documentation and provide to the City upon request:
- (a) The CWELCC Application form, demonstrating that all stipulated criteria are met for eligibility;
 - (b) The Financial Health Assessment, in a form acceptable to the Administrator, and cooperating with the City or any third party conducting such assessment; and
 - (c) The *Licensed Child Care Operations Survey*, as directed by the Ministry of Education, Province of Ontario.
- K3. Fee Reduction:
- (a) The Agency shall charge base fees in respect of child care for eligible children in accordance with the fee schedule set out in Schedule K-1 to this Agreement. The cap on the non-base fees is the amount charged in respect of same on March 27, 2022. Non-base fees charged by the Agency to parents for things that are not included in the base fee, as well as their associated costs, shall be omitted by the City when determining the funding amounts to be flowed to the Agency.
 - (b) Fee Reduction of 52.75% for non-Fee Subsidy paying families to a minimum of \$12 per day and 50% of parent fees for Fee Subsidy families will be implemented as of December 31, 2022.
 - (c) The Agency is required to maintain the reduced base fees until they are required to reduce them again or has opted out of the CWELCC System.
 - (d) The Agency must participate in an active Fee Subsidy Agreement with the City.
 - (e) Child care programs and Licensed Home Child Care are required to submit monthly data related to CWELCC usage and fees collected in the matter designated by and at the request of the City.
 - (f) Licensees will submit additional data upon request to meet accountability and funding guidelines.
- K4. Workforce Compensation:
- (a) The Agency shall bring and maintain the wage of all eligible RECE staff up to the wage floor, as determined by the Guidelines. Eligibility for the wage floor is dependent on staff receiving WEG funding and the annual wage increase, i.e., their hourly wage inclusive of WEG must be below the wage floor and benefits should not be included when determining the hourly wage.
 - (b) Minimum Wage Offset: The Agency must comply with minimum wage legislation to offset minimum wage increase, the City may provide Workforce Compensation Funding to the Agency to cover the incremental amount needed to bring wages for eligible staff from \$15.00 to \$16.55 per hour, if applicable. Further increases to minimum wage (for example, on October 1, 2024) will be supported via cost escalation or emerging issues funding;
 - (c) Annual Wage Increase: The Agency must increase the wage of eligible RECE staff by \$1 per hour plus benefits (as set out below) on January 1st of each year, compounded from the previous year, from 2023 to 2026, inclusive, up to the Annual Increase wage cap, as determined by the Guidelines. To receive an annual wage increase, staff must be receiving WEG funding, and their hourly wage including WEG must be below the Annual Increase wage caps. Benefits should not be included when determining the base wage.

Staff earning at or above annual increase wage cap are not eligible for the annual \$1 per hour increase. Staff with an hourly rate that is less than \$1 of the annual increase wage cap will have their wages increased by the incremental amount needed to bring their wages to the cap.

- (d) Licenses may increase wages beyond the \$1 per hour annual increase; however CWELCC Workforce Compensation Funding may only be used to fund the incremental amount required to bring RECE staff wages to the wage floor and for up to \$1 per hour wage increase;
- (e) Benefits: Workforce Compensation Funding includes up to 17.5 percent in benefits. Benefits of up to 17.5 percent shall support the Agency in meeting its statutory benefit requirements. Once all statutory benefit requirements are met (including up to 2 weeks of vacation and 9 statutory days), any remaining funding within 17.5 percent can be used to fund other benefit expenses paid by the employer on behalf of the employee;
- (f) The Agency shall include workforce compensation payments in each pay cheque or payment made to eligible RECE staff. Workforce compensation may not be paid at the end of the year as a lump sum payment;
- (g) Workforce Compensation Funding must be considered in addition to and not reduce other planned compensation increases for eligible staff. For example, the wage floor and annual wage increase cannot be used to reduce or offset planned merit increases for eligible staff;
- (h) Workforce Compensation Funding is provided for eligible RECE staff employed by an Agency that is participating in the CWELCC System regardless of the age of the children they are supporting (e.g., not limited to staff supporting children under the age of 6);
- (i) The Agency is required to share, in writing, information about the wage floor and annual wage increase with eligible staff. The information must provide eligible staff with an understanding of upcoming annual changes to their wages as a result of Workforce Compensation Funding. At a minimum, the information about wages must include the wage floor and required annual wage increase for each year up to and including 2026.
- (j) The Agency is required to ensure wage floor requirements are in place and wages are paid to eligible staff on or before 32 calendar days after the service agreement with the City is signed (the Enrolment Date).
- (k) The Agency is required to ensure any retroactive payments related to wage floor requirements are paid to eligible staff on or before 61 calendar days after the service agreement with the City is signed (the Enrolment Date).
- (l) The Agency must seek independent legal advice on implementation the wage floor and annual wage increase if they are subject to the terms of a collective agreement.

K5. Allocation and Funding Considerations:

- (a) The City will provide the Agency CWELCC System funding in the amount and frequency as set out in Schedule K-2 for the term of this Agreement. A CWELCC System funding reconciliation will occur at year end, and adjustments to the funding amount provided may be made at that time.
- (b) The City shall, in its sole discretion, determine the quantum of CWELCC System funding that the Agency receives based on the following of the Agency:
 - (i) Fee Reduction Funding: to offset the loss in revenue resulting from reducing parenting fees by 52.75 percent for families to a floor of \$12 per day for non-fee subsidy families and 50% for fee subsidy families with no floor;
 - (ii) Cost Escalation Funding: to address operating cost increases beyond the control or discretion of the licensee, such as salaries and wages, benefits, including increases above the \$1/hour, wage increases of non-RECE staff, and wage increases of RECE's staff whose salaries are \$25/hour or higher, operations and accommodations;
 - (iii) Wage Compensation Funding: as determined in accordance with the information provided in the Wage Workbook. The City will provide Workforce Compensation Funding cashflow funding based on the previous year FTE, until the 2024 Wage Workbook application is

submitted at which time cashflow will be adjusted accordingly. A bi-annual Workforce Compensation Funding reconciliation to your actual 2024 FTEs is required and adjustments will be made at that time; and

- (iv) Emerging Issues Funding: to address non-discretionary Agency cost pressures. If not included in Schedule K2, funding is claims-based and is approved in a form acceptable by the **Administrator**.
- (c) The Agency shall not close for more than two (2) consecutive weeks and shall not close for more than four (4) weeks within a calendar year while the Agency is receiving full funding from the CWELCC System. Full base fees shall not be charged by the Agency for any closure beyond these timelines. For closures due to events outside a licensee's control (i.e., natural disaster/weather event, pandemic, school board strike) the days of closure are not counted toward the two consecutive weeks or four total weeks of closure condition. If a program does not charge fees for the closure period, the days of closure do not need to be counted in the limits set out above.
- (d) The Agency must maintain existing (pre-CWELCC System announcement on March 28, 2022) licensed spaces for children aged 0-5. Any revisions or use of alternate capacity must be reported to the City and the City shall, in its sole and absolute discretion, determine whether this may result in a funding adjustment or recovery from the Agency.
- (e) The Agency must operate at no less than an average of 95% its Licensed Capacity. Failure to do so may result in reduction of funding.
- (f) Agency Enrolment must be at least 95% of Operating Capacity. The City has discretion under the Guidelines to fund revenue replacement based on actual space occupancy instead of Operating Capacity, when trends demonstrate long-term Vacancies.

Funding may be adjusted for long term Vacancies that are identified and not mitigated.

K6. Financial Reporting and Reconciliation:

- (a) As part of the City's financial review and reconciliation process with the Agency at year end, the Agency shall be required to submit detailed financial information and Audited Financial Statements based on the calendar year and in the format of Schedule K-3 to the City to determine the level of funding the Agency ought to have received, adjust the amount payable, if applicable, and verify that the funding provided was used for the purpose(s) intended. The Agency must maintain and provide to the City upon request:
 - (i) Financial reports, in a form acceptable to the Administrator; and
 - (ii) Audited Financial Statements, based on the calendar year in a form acceptable to the Administrator, no later than July 1st of the subsequent year. The audit must include a verification of the accuracy of the Year-End budget actuals provided to the City. Audited Financial Statements for publicly funded entities (municipalities, colleges, universities) must include program specific special audited statement.
- (b) In addition to the above noted documentation,
 - (i) The Agency shall reconcile all CWELCC System funding and provide sufficient and detailed financial or other information related to their child care operations as required by the City;
 - (ii) The Agency must report on data for meeting wage floor and annual wage increase requirements as determined by the City and the reporting parameters set out in the ministry's Funding Guidelines.
- (c) Additionally, the City shall have the right to,
 - (i) follow up with the Agency on any CWELCC System expenditures reported to determine the reasonability of variances and/or eligibility of the expenditure;
 - (ii) confirm that the Agency did not charge fees for eligible children higher than the fees at which it was capped after March 27, 2022 (unless the fees were communicated to parents prior to March 27, 2022);
 - (iii) determine if an Agency's operation in child care for eligible children is sustainable and financially viable;
 - (iv) verify that increases to base and non-base fees for the care of eligible children were permitted in accordance with O. Reg. 137/15;

- (v) verify that the Agency is maintaining the spaces for eligible children for which they are receiving funding to reduce base fees, along with the right to recover funding from the Agency as determined by the City;
- (vi) Conduct performance audits on licensees to confirm that funding has been used for its intended purposes. Such audits will include review of licensee compliance related to the policies, parameters and directives as set out in the Ministry of Education Canada-Wide Early Learning and Child Care Guidelines 2024. [2024 Canada-wide Early Learning and Child Care Guidelines \(gov.on.ca\) https://efis.fma.csc.gov.on.ca/faab/Child%20Care/Guidelines/2024_CWELCC_Guideline_Nov_2023_EN.pdf](https://efis.fma.csc.gov.on.ca/faab/Child%20Care/Guidelines/2024_CWELCC_Guideline_Nov_2023_EN.pdf)
- (vii) The audit will focus on compliance to ensure that the goals of CWELCC are being achieved, including reduced base fees being implemented consistently, and to ensure compliance with the workforce compensation requirements including increasing wages to support a mandated wage floor and annual wage increase. Where it is determined that funding was not used as intended or where the licensee did not meet the terms and conditions set out in the service agreement between the City of Brantford and licensee, the City may recover funding and the licensee may be deemed ineligible to receive future funding.

K7. Withholding and Recovery of CWELCC Funding Payments and Right to Set Off:

- (a) The Agency agrees that any CWELCC System excess funding or funding that is not used for the intended purposes, or otherwise in accordance with this Agreement or any applicable legislation or guidelines, shall be immediately recoverable by the City, and the Agency will forthwith remit such amount to the City. Without limiting the generality of the foregoing, the City may, at its discretion, instead elect to recover the funds by setting off the amount against any potential future CWELCC System funding.
- (b) The Agency agrees that the City may take reasonable and progressive corrective actions, up to and including the withholding and recovery of funds and/or removal of the Agency from the CWELCC System, if the Agency does not comply with reporting requirements.
- (c) The Agency agrees that adjustments and recoveries of CWELCC System funding will be determined at the discretion of the City based on the City's reconciliation process, and as detailed in this Agreement.

K8. Records and Audits: The City shall undertake audits on a random sample of Agencies in receipt of CWELCC System funding on an annual basis to confirm that CWELCC System funding has been used for its intended purpose. The Agency shall cooperate with the City in completing the audit and:

- (a) Must maintain complete financial and service records of accounts and expenditures related to the CWELCC System, for each site where CWELCC System funding is being provided, for at least seven (7) years;
- (b) Cannot dispose of any records related to the services provided under the CWELCC System without prior consent from the City, even if the Agency is no longer operating or participating in the CWELCC System;
- (c) Must permit the City to audit financial and service records related to the CWELCC System at any reasonable time; and
- (d) Must ensure its staff is available for consultation by the City as required.

K9. Notice:

- (a) The Agency shall ensure that a parent of every eligible child enrolled at a child care centre it operates or at a home child care premises that it oversees is provided notice of the results of the Agency's successful application for CWELCC System funding within 14 days of the Agency being notified in writing of the results.
- (b) The Agency shall ensure that every employee of a child care centre or home child care agency it operates and every home child care provider in each premises where the Agency oversees the provision of home child care is provided notice in writing of the results of the Agency's application within 14 days of the Agency being notified in writing of the results

K10. OneList Policy

The Agency will, at all times, comply with the OneList Policy, as set out in Schedule A-3.

**Schedule K-1
CWELCC Fee Schedule**

N/A

**Schedule K-2
CWELCC Funding Schedule**

N/A

**Schedule K-3
Financial Information**

N/A