

CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 2020-21

Being a by-law to authorize the Mayor and CAO/Clerk-Treasurer to sign a Service Agreement between the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) and the Corporation of the Township of Prince (Service Provider)

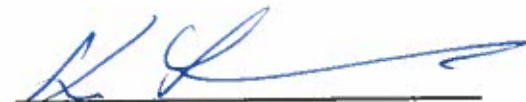
THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE
HEREBY ENACTS AS FOLLOWS:

THAT the Mayor and CAO/Clerk-Treasurer are hereby authorized to execute and affix the Corporate Seal to a Service Agreement between the District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) and the Corporation of the Township of Prince (Service Provider) for the provision of child care services which Agreement is attached hereto as Schedule "A"

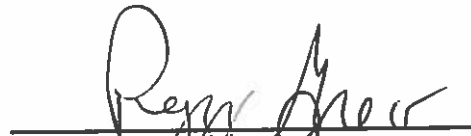
1. Schedule "A"

Schedule "A" forms part of this by-law.

READ THREE TIMES AND PASSED in open Council this 12th day of May 2020.



Mayor, Ken Lamming



Clerk, Peggy Greco

By-Law 2020-21
Schedule A
This Agreement made in Duplicate

B E T W E E N:

**THE DISTRICT OF SAULT STE. MARIE
SOCIAL SERVICES ADMINISTRATION BOARD**

hereinafter "DSSMSSAB"

-and-

Corporation of the Township of Prince

hereinafter called "Service Provider"

WHEREAS pursuant to the *Child Care and Early Years Act, 2014, s.57(1)* the **DSSMSSAB** has been designated as the service system manager for the geographic service area of the District of Sault Ste. Marie as defined in *Ontario Regulation 278/98*;

AND WHEREAS DSSMSSAB wishes to engage the **Service Provider** to provide certain services within its service area all in accordance with the terms and conditions of this Agreement;

AND WHEREAS the **Service Provider** provides services of a type which are eligible for funding under the Act and is prepared and qualified to provide such services;

AND WHEREAS DSSMSSAB is prepared to fund such services on the terms and conditions of this Agreement;

NOW THEREFORE THE PARTIES hereto agree as follows:

1. Definitions

In this Agreement,

- (a) "Agreement" means the recitals, the Agreement and the Schedules attached hereto.
- (b) "DSSMSSAB" means the staff of the **DSSMSSAB** authorized to exercise the rights and perform the duties of the **DSSMSSAB** under this Agreement.

"Service Provider", for purposes of this Agreement means:
Corporation of the Township of Prince

2. Service

- (a) The **Service Provider** agrees to provide services in accordance with the terms and conditions of this Agreement and attached Schedule(s) and in accordance with the policies, guidelines and requirements of the **DSSMSSAB** and the Ministry of Education in effect from time to time during the term of this Agreement.
- (b) For greater certainty the provisions of the Agreement in no way relieve the **Service Provider** of its obligations and responsibilities under the *Child Care and Early Years Act, 2014* and regulations thereunder.

3. Term

This Agreement will be in force from January 1, 2020 to December 31, 2021 unless it is superseded or replaced by a subsequent Agreement or it is earlier terminated in accordance with Sections 16, 17, 18. In the event that the parties have not entered into an extension or new Agreement by the date of expiry of the Term, unless terminated in accordance with Sections 16, 17, 18 this Agreement will remain in effect on a month by month basis.

4. Consideration

- (a) **DSSMSSAB** will pay to the **Service Provider**, for allowable expenditures incurred pursuant to this Agreement, an amount not to exceed the amount stipulated in Schedule A. The amounts, times and manner of such payments will be made in accordance with Schedule A.
- (b) The parties agree that an approved budget will be negotiated on or before the start of the applicable fiscal year while this Agreement is in force. In the event the budget is not re-negotiated by that time, payments will continue to be made in accordance with the approved budget for the immediately preceding fiscal year until such time as the budget is re-negotiated or this Agreement is terminated.
- (c) The **Service Provider** may transfer funds between **DSSMSSAB** budget lines only with the prior written approval of the **DSSMSSAB**.
- (d) It is agreed and understood that the **DSSMSSAB** may withhold and/or recover payments in whole or in part if the **Service Provider** is in breach of its obligations under this Agreement.
- (e) If Service levels are not achieved as indicated in the attached Schedules and Program Operating Capacity, the **DSSMSSAB** in its discretion may assess an amount against the **Service Provider** reflective of the underachieved levels, which the **Service Provider** shall refund within 30 days. If the **Service Provider** fails to refund the assessment by its due date, the **DSSMSSAB** may reduce one or more subsequent payments to the **Service Provider** until reimbursed in full.

5. Representations, Warranties and Covenants of the Service Provider

The **Service Provider** represents, warrants and covenants to the **DSSMSSAB** (and acknowledges that the **DSSMSSAB** is relying thereon) that:

- (a) the **Service Provider** will deliver services as outlined in Schedule "J" of this document;
- (b) the **Service Provider** holds and will maintain a current and clear license issued under the *Child Care and Early Years Act, 2014* during the Term of this Agreement and any extension thereof;
- (c) this Agreement constitutes a valid and binding obligation of the **Service Provider** in accordance with the Terms of this Agreement;
- (d) the **Service Provider's** facilities are suitable for providing the services and programs under the Agreement and otherwise are, and will remain in compliance with all legislation affecting such matters, including but not limited to protection of privacy legislation;
- (e) the **Service Provider** shall employ competent employees and volunteers of good character and shall maintain documentation of all staff qualifications;

- (f) the **Service Provider** warrants that it currently has and will maintain a board of directors of not less than 5 members throughout the term of this Agreement. A certificate confirming names of Board members must be submitted on an annual basis following each Annual General Meeting of the Corporation;
- (g) the **Service Provider** has all necessary power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement;
- (h) the **Service Provider** shall notify the **DSSMSSAB** as soon as possible regarding any change to Market Rate charged by submitting copy of the corresponding approved Board Motion;
- (i) the **Service Provider** shall notify the **DSSMSSAB** as soon as possible regarding any plans to change ownership;
- (j) the **Service Provider** shall notify the **DSSMSSAB** as soon as possible of any plans for closure of any program or site where services are provided; and
- (k) the execution and delivery of the Agreement and the consummation of the transactions contemplated under it have been duly authorized by all necessary action on the part of the **Service Provider**.

The **Service Provider** acknowledges that any breach of any of the above representations and warranties shall constitute default under the terms of this Agreement entitling the **DSSMSSAB**, in addition to any other remedy, to exercise its rights under Section 16 of this Agreement.

6. DSSMSSAB Access and Consultation

- (a) The **Service Provider** will permit the **DSSMSSAB** staff to enter at reasonable times any premises used by the **Service Provider** in connection with the provision of services pursuant to this Agreement and under its control in order to observe services and inspect all records relating to the services provided pursuant to this Agreement.
- (b) The **Service Provider** agrees that the staff providing services pursuant to this Agreement will, upon reasonable request, be available for consultation with the **DSSMSSAB**.

7. Reports

- (a) The **Service Provider** will maintain service records respecting each site where service is being provided and prepare and submit at such intervals as indicated in Schedule "I", specific reports respecting the services being provided pursuant to this Agreement, acceptable to the **DSSMSSAB** which shall include program data such as statistics on target achievements and such other information as the **DSSMSSAB** requires.
- (b) The **Service Provider** will also prepare and submit to the **DSSMSSAB**, annually, or at any time upon reasonable request, comprehensive reports acceptable to the **DSSMSSAB** respecting the services being provided.

8. Financial Records and Reports

- (a) The **Service Provider** will maintain financial records and books of account respecting the services provided pursuant to this Agreement for each site where service is being provided and will allow **DSSMSSAB** staff or such other persons appointed by the **DSSMSSAB** to inspect and audit such books and records at all reasonable times both during the Term of this Agreement and subsequent to its expiration or termination, including the right to reproduce any and all books and records related to this Agreement.

- (b) The **Service Provider** will, unless the **DSSMSSAB** indicates otherwise, submit to the **DSSMSSAB** an audited financial statement and reconciliation report with respect to the services provided pursuant to this Agreement within four (4) months of the **Service Provider's** financial year end.
- (c) The **Service Provider** will retain the records and books of account referred to in clause 8(a) for a period of seven (7) years.
- (d) The **Service Provider** will prepare and submit annually or at any time upon reasonable request a financial report in such form and containing such information as the **DSSMSSAB** may require.
- (e) The **Service Provider** will adhere to any additional financial reporting requirement specified in the attached Schedules.
- (f) The **Service Provider** will comply with the **DSSMSSAB's** policies on the treatment of revenues and expenditures which will be issued from time to time
- (g) The **Service Provider** shall submit to the **DSSMSSAB**, all meeting minutes, including minutes of the Annual General Meeting, once approved.

9. Service Records

In the event the **Service Provider** ceases operation, it is agreed that the **Service Provider** will not dispose of any records provided for under this Agreement without the prior consent of the **DSSMSSAB**, which may be given subject to such conditions as the **DSSMSSAB** deems advisable.

10. Centralized Waitlist

- (a) The **Service Provider** agrees to participate in the **DSSMSSAB** centralized waitlist and accept families into their program as per the waitlist guidelines that have been identified. No child, whether full fee or subsidized, shall be accepted into a program unless their parent or guardian has previously completed the centralized waitlist online application and is the next available party prepared to accept an offer.
- (b) The **Service Provider** will participate in training to ensure that all relevant staff are proficient in using the centralized waitlist.
- (c) Any proposed internal waitlist policies of the **Service Provider** shall be submitted to the **DSSMSSAB** for prior approval.
- (d) With respect to the administration of the centralized waitlist for the service area of the **DSSMSSAB**, the **Service Provider** agrees to implement, follow, adhere to and comply with all written policies, guidelines, procedures and directives established by the **DSSMSSAB** from time to time.

11. Quality Assurance

- (a) The **Service Provider** shall deliver to each child enrolled in an Early Years program, including each child with Special Needs, high quality programming which meets the requirements of all applicable legislation and regulatory standards including without limitation, the College of Early Childhood Educators of Ontario Code of Ethics and Standards of Practice.
- (b) The **Service Provider** shall meet such standards with respect to programs, staffing and delivery of the Early Years Services as may from time to time be determined by the **DSSMSSAB**.

- (c) The **Service Provider** shall ensure staff and supervisors regularly participate in initiatives established by the **DSSMSSAB** which are designed or intended to benefit the **Service Provider** including, without limitation, programs to assist in capacity building, programs to provide networking opportunities, programs that promote inclusion, leadership and other early years system planning initiatives, and will fully participate in the **DSSMSSAB** Quality Assurance Framework initiatives.
- (d) The **DSSMSSAB** expects that at a minimum, there will be full staff participation in one Professional Learning Day per year, that is sponsored by the **DSSMSSAB** and, where the **Service Provider** will continue to receive funding, as per the regular daily **DSSMSSAB** allocation.
- (e) The **Service Provider** shall provide such data as may be required by the **DSSMSSAB** to assess the **Service Provider's** level of participation in Quality initiatives and professional learning.

12. Confidentiality

The **Service Provider**, its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person other than **DSSMSSAB** staff at any time during or following the Term of this Agreement, except where required by law, any information or document that tends to identify any individual in receipt of funding without obtaining the written consent of the individual or the individual's parent or guardian prior to the release or disclosure of such information or document. The **Service Provider** shall strictly comply with all applicable federal and/or provincial privacy legislation governing its operations. The **Service Provider** acknowledges and agrees that, except for purpose of performing its obligations under this Agreement, it shall not release or use any confidential information, except as required by law, unless the **DSSMSSAB** has specifically authorized such release or use.

13. Conflict of Interest

- (a) The **Service Provider**, any of its sub-contractors and any of their respective advisors, partners, directors, officers, employees, agents and volunteers shall not engage in any activity or provide any services to the **DSSMSSAB** or any other party where such activity or the provision of such services creates a conflict of interest (actually or potentially in the sole opinion of the **DSSMSSAB**) with the provision of services pursuant to the Agreement or its relationship with the **DSSMSSAB**.
- (b) The **Service Provider** shall disclose to the **DSSMSSAB** without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
- (c) A breach of this section by the **Service Provider** shall entitle the **DSSMSSAB** to terminate the Agreement, in addition to any other remedies that the **DSSMSSAB** has in the Agreement, in law or in equity.

14. Indemnification

The **Service Provider** will, both during and following the expiry or termination of this Agreement, indemnify and save harmless the **DSSMSSAB** and those for whom it is responsible in law, from all costs, losses, damages, judgements, claims, demands, suits, actions, complaints or other proceedings in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the **Service Provider**, its directors, officers, employees, agents or volunteers in connection with services provided, purported to be provided or required to be provided by the **Service Provider** pursuant to this Agreement.

The **Service Provider** undertakes and agrees to defend and indemnify the **DSSMSSAB** and hold harmless the **DSSMSSAB** and those for whom it is responsible in law, at the **Service Provider's** sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that **DSSMSSAB**, and those for whom it is responsible in law may sustain or incur by reason of:

- (a) any breach of this Agreement by the **Service Provider**, the **Service Provider's** employees, any subcontractor of the **Service Provider**, or persons for whom the **Service Provider** is at law responsible;
- (b) any loss or misuse of funds held by the **Service Provider**, the **Service Provider's** employees, subcontractor of the **Service Provider**, or persons for whom the **Service Provider** is at law responsible, under this Agreement;
- (c) the acts or omissions of the **Service Provider**, the **Service Provider's** employees, subcontractor of the **Service Provider**, or any person for whom the **Service Provider** is at law responsible in performing the services or otherwise carrying on the **Service Provider'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 the **Service Provider**, the **Service Provider's** employees, subcontractor of the **Service Provider**, or persons for whom the **Service Provider** is at law responsible are employees of, or are in any employment relationship with the **DSSMSSAB** or are entitled to any Employment Benefits of any kind; and,
- (e) any liability on the part of the **DSSMSSAB**, 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 **DSSMSSAB**, from the **Service Provider**, the **Service Provider's** employees or others for whom the **Service Provider** is at law responsible in connection with the performance of services or otherwise in connection with the **Service Provider's** business.

15. Insurance

The **Service Provider** represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, all the necessary and appropriate insurance. The **Service Provider** will obtain and maintain in full force and effect during the Term of this Agreement, general liability insurance acceptable to the **DSSMSSAB** in an amount of not less than five million dollars (\$5,000,000.00) per occurrence in respect of the services provided pursuant to this Agreement. The **Service Provider** will submit to the **DSSMSSAB**, a certificate from their insurer naming the **DSSMSSAB** as additional insured or upon the request of the **DSSMSSAB** provide a copy of any insurance policy.

The insurance policy shall:

- (a) include as an additional insured **The District of Sault Ste. Marie Social Services Administration Board** in respect of and during the provision of services by the **Service Provider** pursuant to this Agreement;
- (b) contain errors and omissions professional liability insurance covering the work and services described in this Agreement, such policy to provide coverage for an amount not less than five million (\$5,000,000) dollars and to continue for twelve (12) months following the expiry or earlier termination of the Agreement;
- (c) contain a cross-liability clause endorsement; and
- (d) contain a 30 day written notice of cancellation.

16. Notice of Default – Suspension or Termination for Cause

- (a) In the event that the **Service Provider** fails to observe or comply with any of the Terms of the Agreement, in whole or in part, or is in breach of any representation, warranty or covenant under Section 5 hereof, the **DSSMSSAB**, in addition to any other remedies that it may have, shall be entitled to serve a written notice of default on the **Service Provider** at its address for service specifying the nature of the default.
- (b) If the default is deemed, in the sole discretion of the **DSSMSSAB**, to constitute grounds for immediate suspension or termination of this Agreement then the notice of default shall include notice of such suspension or termination and such suspension or termination shall be effective on the date of delivery of notice of default. The decision to either suspend or terminate for any default shall be in the sole discretion of the **DSSMSSAB**.
- (c) If the **DSSMSSAB**, in its sole discretion, deems a default by the **Service Provider** to be capable of being remedied without immediate suspension or termination of the Agreement, then the notice of default shall stipulate the date not less than 10 days from the date of notice by which such default shall be cured, failing which the Agreement may be suspended or terminated. In the event that the **Service Provider** fails to remedy such default within the time stipulated in the notice, **DSSMSSAB** shall be entitled to suspend or terminate the Agreement.

17. Termination Where No Appropriation

If the **DSSMSSAB** does not receive the necessary appropriation from the Province, the **DSSMSSAB** may terminate the Agreement immediately without liability, penalty, or costs by giving written notice to the **Service Provider**.

If the **DSSMSSAB** terminates the Agreement under this section, it may, in its discretion, take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the **Service Provider** the payment of any Funds remaining in the possession or under the control of the **Service Provider**; and
- (c) determine the reasonable costs for the **Service Provider** to wind down the Program and permit the **Service Provider** to offset such costs against the amount owing.

18. Termination without Cause

Either party may terminate this Agreement upon giving at least 30 days' notice to the other party. If the Agreement is terminated in part, all obligations with respect to the provision of all other services remaining to be provided under this Agreement shall continue in full force and effect.

19. Consequences of Termination

- (a) Upon termination of this Agreement, whether pursuant to Section 16, Section 17 or Section 18, a full accounting of all funds received by the **Service Provider** up to the date of termination shall take place. The **Service Provider** agrees to give access to the **DSSMSSAB** and its authorised agents access to its premises and all business records as may be reasonably required to conduct such accounting. If the accounting determines that the **Service Provider** has been overpaid it shall reimburse any overpayment of funds to the **DSSMSSAB** within thirty (30) days of receipt of the accounting.

- (b) Upon termination the **Service Provider** shall forthwith deliver to the **DSSMSSAB** or to whom it directs, all records in any media, all property, software, materials, signage and equipment owned by the **DSSMSSAB** or its agents and it shall co-operate in the orderly transfer of operations.
- (c) Notwithstanding the termination of this Agreement or any extension thereof the provisions of Sections 7, 8, 9, 12, 13, 14, 19 and 25 shall continue to be binding upon the parties.

20. Compliance with Laws

The **Service Provider** agrees that the **Service Provider** and its employees and representatives, if any, shall at all times comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules, regulations and orders in respect of the performance of this Agreement, including but not limited to the *Human Rights Code* R.S.O. 1990 c. H.19 (as amended).

21. Freedom of Information

Any information collected by **DSSMSSAB** 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, Chapter M.56 as amended.

22. Use of Funds

The **Service Provider** shall use the funds provided by the **DSSMSSAB** pursuant to this Agreement only for the specific purpose for which the funds are provided.

23. Debt Due and Payment

If at any time the **DSSMSSAB** provides Funds in excess of the amount to which the **Service Provider** is entitled under the Agreement, the **DSSMSSAB** may:

- a) deduct an amount equal to the excess funds from any further instalments of funds; or
- b) demand that the **Service Provider** pay an amount equal to the excess funds to the **DSSMSSAB**.

24. General Operating Grants

If the **Service Provider** is eligible to receive additional child care Operating Grants, the **Service Provider** agrees to comply with all of the conditions and requirements set out in both the Ministry of Education "Guidelines and Procedures" and **DSSMSSAB** policies.

25. Disposition of Equipment

The **Service Provider** will not sell, change the use or otherwise dispose of furnishings or equipment purchased with the **DSSMSSAB** funds pursuant to this Agreement (the "funded assets") without the prior written consent of the **DSSMSSAB**, which may be given on a case by case basis subject to such conditions as the **DSSMSSAB** deems advisable, the **DSSMSSAB** reserves the right to require the return of funded assets in the event of suspension, expiry or other termination of this Agreement.

26. Amendments

This Agreement may be amended by written addendum or by substitution of the Schedules, duly signed by the parties to this Agreement.

27. Status of Service Provider

The **Service Provider** acknowledges and agrees that this Agreement is in no way deemed or construed to be a partnership agreement or contract of employment. Specifically, the parties agree that it is not intended by this Agreement that the **Service Provider** or its employees are to be employees of the **DSSMSSAB** for any purpose including but not limited to: *The Employment Standards Act, 2000, The Income Tax Act R.S.C. 1885 c.1(1st Supp)*; *the Canada Pension Plan Act, R.S.C. 1985, c. C-8*; *the Employment Insurance Act, S.O. 1996,c.23*; *The Workplace Safety and Insurance Act, 1997 S.O. 1997, c.26 (Schedule "A")*; *The Occupational Health and Safety Act, R.S.O. 1990, c.O.1.*; *The Pay Equity Act, R.S.O. 1990, c.P.7*; or *The Health Insurance Act, R.S.O. 1990, c.H.6* (collectively the "Acts"); all as amended from time to time, and any legislation in substitution thereof.

The **Service Provider** shall at all times be an independent contractor engages as such under this Agreement. The **Service Provider** acknowledges that it is the sole and exclusive responsibility of the **Service Provider** to make its own determination as to its status under the Acts referred to above and, in particular, to comply with the provisions of any of the aforesaid Acts and to make any payments required thereunder.

28. Parties Independent.

The **Service Provider** is not an agent, joint venturer, partner, or employee of the **DSSMSSAB**, and the **Service Provider** will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship. The **Service Provider** shall have no authority to bind the **DSSMSSAB** to any contract or obligation of any kind.

29. Non-Assignment

The **Service Provider** will not assign this Agreement, or any part thereof, without the prior written approval of the **DSSMSSAB**, which approval may be withheld by the **DSSMSSAB** in its sole discretion or given subject to such conditions as the **DSSMSSAB** may impose. For the purpose of this Section, assignment, in the case of an incorporated **Service Provider**, shall be deemed to include any transfer of a controlling interest in the corporation.

30. Schedules / Entire Agreement

All the Terms of the Schedules are incorporated into this Agreement except where they are inconsistent with this Agreement. This Agreement and the attached Schedules embody the entire Agreement and supersede any other understanding or agreement, collateral, oral or otherwise, existing between the parties at the date of execution and relating to the subject matter of this Agreement.

31. Recognition and Awareness of Public Support

The **Service Provider** shall acknowledge the **DSSMSSAB's** contribution of funding with respect to the provision of services under the Agreement. The **Service Provider** shall post on its premises any signage provided by the **DSSMSSAB** with respect to the program. The **DSSMSSAB** reserves the right to waive this requirement.

32. Notice

Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the **DSSMSSAB** and the **Service Provider** respectively as either Party later designates to the other by Notice.

- a) Notice shall be deemed to have been sufficiently given to the other party if given in writing and delivered by personal delivery or postage-prepaid registered mail.
- b) In the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- c) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.
- d) Each party shall provide to the other written notice of any change in address, telephone or facsimile number, the proof of which lies upon the party making.

To the DSSMSSAB

District of Sault Ste. Marie Social Services Administration Board

Address: 180 Brock Street
P.O. Box 277
Sault Ste. Marie, ON P6A 5L8

Attention: Carla Fairbrother, Director of Early Years Services

Corporation of the Township of Prince

Address: 3042 Second Line, West
Prince Township, ON P6A 6K4

Attention: Peggy Greco, CAO/Clerk-Treasurer

33. Non-Performance

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect its right thereafter to enforce such provision. The waiver of a breach of any provision by either party shall not be taken or be held to be a waiver of any further breach of the same provision or of a breach of any other provision.

34. Consent by DSSMSSAB and Compliance by Service Provider

When the DSSMSSAB provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the **Service Provider** will comply with such terms and conditions.

35. Severability of Provisions

The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

Governing Law

The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

36. Succession

This Agreement shall be binding upon and endure to the benefit of both the **Service Provider**, its successors and assigns as provided in the Agreement and the **DSSMSSAB**, its successors and assigns.

IN WITNESS WHEREOF this Agreement has been signed by authorized DSSMSSAB officials on behalf of the DSSMSSAB and the SERVICE PROVIDER by its proper signing officers.

FOR THE DISTRICT OF SAULT STE. MARIE
SOCIAL SERVICES ADMINISTRATION BOARD

Mike Nadeau
CAO



Signature

Aug. 26/2020

Date

FOR THE SERVICE PROVIDER

Ken Lumming

Name



*Signature

Mayor

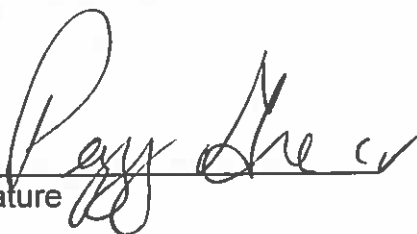
Title

May 13, 2020

Date

Peggy Greco

Name



*Signature

Clerk

Title

May 12, 2020

Date

**I have authority to bind the Corporation*

SCHEDULE "A"

Funding Agreement Summary: Corporation of the Township of Prince

12 Month Cash Flow Total: \$13,375.73

SCHEDULE	FUNDING MODEL	ALLOCATION
SCHEDULE "B" Fee Subsidy	Attendance based subsidy	Calculated monthly
SCHEDULE "C" General Operating	Operating Capacity of Licensed Site DSSMSSAB authorized 'Point System' Current dollar value: \$9.25/point	Rural Grant \$5,000.00 General Op.: \$2,775.00
SCHEDULE "D" Pay Equity	2003 Mediated Memorandum of Settlement Proxy Order from Pay Equity Commission	\$2,447.25
SCHEDULE "E" Wage Enhancement	Provincial maximum \$2.00/hr. wage subsidy plus 17.5% benefits (application based)	\$3,153.48
SCHEDULE "F" Special Needs Resourcing	Provincial minimum 4.1% of DSSMSSAB child care allocation administered centrally through one contracted Operator	Not applicable to this Service Provider
SCHEDULE "G" Quality Assurance / Professional Practice Leaders	Number of: -Programs -Environmental Scales required -Professional Practice Leaders	Determined annually
SCHEDULE "H" Minor Capital & Infrastructure	Operating Capacity of Licensed Site DSSMSSAB authorized 'Point System' by age group.	As per available funding
SCHEDULE "I" Reporting Requirements & Progressive Limitations	DSSMSSAB approved policy for, reporting expectations, contract compliance and late submissions	
SCHEDULE "J" Service Delivery and Philosophy	Signed commitment to deliver service as documented in <i>How Does Learning Happen?</i> Ontario's Pedagogy for the Early Years and ELECT	

SERVICE LOCATION: Mountain View
21 Mahler Road
Goulais River, ON
P0S 1E0

**2020 SERVICE AGREEMENT
SCHEDULE 'B'**

SERVICE NAME: Child Care Fee Subsidy
LEGISLATION: Child Care and Early Years Act, 2014

SERVICE OBJECTIVE

Child Care Fee Subsidies enable families with children, who qualify, to access high quality, developmentally appropriate, inclusive, evidence based licensed Child Care and Early Years programs in the District of Sault Ste. Marie.

SERVICE OVERVIEW

A Fee Subsidy is financial assistance provided on behalf of parents/guardians towards the cost of child care services, home child care and extended-day programs, including non-instructional days. Receipt of Fee Subsidy funds is conditional upon all reporting and service delivery requirements being met.

REQUIREMENTS AND CONDITIONS

- a) The Service Provider shall operate a non-provisional licensed Child Care program or Home Child Care agency at each of their child care locations and provide a mix of full time and part time (part day/full day and/or part week/full week) child care spaces that meet the needs of the families enrolled.
- b) Fee Subsidy is conditional upon all reporting requirements remaining current. The Service Provider is subject to review and/or audit upon the DSSMSSAB's request and must provide such information as deemed necessary by the DSSMSSAB.
- c) The Service Provider will be required to submit an annual budget submission to the DSSMSSAB.
- d) Receipt of Child Care Fee Subsidy is dependent on available funding, parental choice for qualifying families, space availability and the Service Providers willingness to actively participate in the DSSMSSAB Quality Assurance Program.
- e) The DSSMSSAB reserves the right to review and amend external and internal procedures and policies by which the Fee Subsidy Program is administered.
- f) Fee Subsidy is subject to the availability of subsidy funds within the budget of the DSSMSSAB. The DSSMSSAB may at any time alter the number of children eligible for subsidy within the District of Sault Ste. Marie child care system.
- g) The DSSMSSAB shall be entitled, upon notifying the eligible parent/guardian, to remove a Subsidized Child from any Child Care Centre at which the Service Provider provides services pursuant to the Agreement, at any time if, in the opinion of the Director of Early Years, the health and safety of the Subsidized Child would be at risk if they remained in the child care centre.
- h) Any amendments to market rates for child care must be submitted to the DSSMSSAB and accompanied by a signed motion from the Service Provider's Board. Revisions to daily rates can be submitted for consideration or adjustment once per calendar year – with two months notice.

SERVICE DESCRIPTION

Eligibility

Service Providers are to adhere to the most current DSSMSSAB Policy Information Manual for Child Care Operators.

1. Families must complete an application for Fee Subsidy with the Case Manager for determination of eligibility.
 - a) In the event that the family is determined to have "available income" to contribute towards the cost of child care, the DSSMSSAB will advise the Service Provider of the parental contribution. The Service Provider is responsible for the collection of this amount from the family.
 - b) Any child care fees that are incurred by a family when deemed ineligible, will be the sole responsibility of the family and collection thereof will be the sole responsibility of the Service Provider.
 - c) The Service Provider shall not charge a surcharge, administrative fee or other levy to a family over and above the approved fees without prior written approval of the DSSMSSAB.
 - d) Once a family is eligible for subsidized care, they must continue to meet eligibility requirements. Case Managers have an ongoing review process in place and will inform the Service Provider of any relevant changes to the parental contribution or forthcoming withdrawals from service, if known.
2. **Attendance and Billing**
 - a) The Service Provider shall maintain an attendance register detailing attendance on a daily basis of each child. The attendance register shall contain sufficient data to ensure its validity for year-end reconciliation purposes.
 - b) The Service Provider must immediately notify the Case Manager of any changes to a child's approved schedule by completion of the *Change of Information* form.
 - c) Under the Ontario Child Care Management System, (OCCMS) automated billing process, attendance reports are distributed/available to Service Providers on the first working day of the calendar month subsequent to the month in which the services were provided. The Service Provider is required to complete online monthly attendance records using OCCMS. Attendance is to be completed by the third business day of the month and subsidy payments will be completed through electronic transfer by the 10th business day. Should the Service Provider fail to submit attendance on time, subsidy payments will be delayed.
 - d) The Service Provider is required to complete and update the vacancy and operating capacity section on the Attendance Sheet on a monthly basis.
 - e) The DSSMSSAB will issue funds monthly based upon receipt of attendance. Any adjustments will be processed within three months of the discrepancy coming to the attention of the DSSMSSAB. Should the Service Provider disagree with the fee subsidy allocation, notification is required within 10 business days of receipt of payment. The Case Manager will review discrepancy and notify the Service Provider of their decision. If additional payment is warranted, payment will be adjusted with the following months' attendance.
 - f) The DSSMSSAB may in its sole discretion reduce proportionally the amount payable to the Service Provider where the absenteeism of a subsidized child exceeds the maximum number of approved paid days away.

3. Change / Termination of Subsidized Services

- a) For the purpose of this Agreement, enrollment shall be deemed to commence upon the first day of attendance of any Subsidized Child as identified by the DSSMSSAB and shall terminate upon the last day of attendance of same child provided that proper notice of withdrawal has been given.
- b) Where the Service Provider is aware of a forthcoming termination of subsidy, the DSSMSSAB shall be notified immediately using the *Change of Information* form.
- c) The Service Provider shall require the parent/guardian to provide ten (10) days written notice of withdrawal from services for a subsidized space. Where the attendance of the Subsidized Child was terminated without sufficient notice, the child shall be deemed enrolled up to a maximum of ten (10) days after his/her last day of attendance—provided the Service Provider does not fill the vacant space left by such child.

It is recommended that any policies and procedures related to enrollment/participation of children be implemented consistently with full fee paying and subsidized families.

4. Child Care for Ontario Works Participants

Child care fee subsidies are an important support for Ontario Works participants including LEAP participants and Ontario Disability Support Program (ODSP) recipients in approved employment assistance activities.

As outlined in provincial guidelines, the DSSMSSAB will, through a budgeted allocation, give priority to Ontario Works where possible. As a result, the DSSMSSAB may occasionally contact the Service Provider directly with a request to utilize a vacant space for this purpose.

2020 SERVICE AGREEMENT
SCHEDULE 'C'

SERVICE NAME: Child Care General Operating Grant
LEGISLATION: Child Care and Early Years Act, 2014

SERVICE OBJECTIVE

The General Operating Grant supports the cost of operating licensed child care programs, including home child care, reduces fees for services, stabilizes service levels, and where funds allow, improves access to high quality developmentally appropriate, inclusive, evidence based licensed Child Care and Early Years programs in the District of Sault Ste. Marie.

SERVICE OVERVIEW

General Operating Grants are provided to Not-for-Profit Service Providers who demonstrate a commitment to provide high quality, licensed Child Care and Early Years programs to children and families. Receipt of the General Operating grant is conditional upon all reporting and service delivery requirements being met and is allocated based on occupancy rates.

REQUIREMENTS AND CONDITIONS

- a) The Service Provider shall operate a non-provisional licensed Child Care program or Home Child Care agency at each of their child care locations and provide a mix of full time and part time (part day/full day and/or part week/full week) child care spaces to meet the needs of the families enrolled.
- b) The General Operating Grant is conditional upon all reporting requirements remaining current. The Service Provider is subject to review and/or audit upon the DSSMSSAB's request and must provide such information as deemed necessary by the DSSMSSAB.
- c) The Service Provider will be required to submit an annual budget submission to the DSSMSSAB.
- d) To qualify for this funding, the Service Provider must demonstrate that they meet the minimum wage and mandatory benefits requirement, without utilizing General Operating funds.
- e) Upon written approval of the DSSMSSAB Early Years Director, General Operating funding may be used for ongoing costs including: staff wages and benefits, lease and occupancy costs, utilities, administration, transportation for children, resources, nutrition, supplies, maintenance, etc.
- f) Service Providers are to use the operating funding allocations to support a stable ongoing operating and wage base, rather than allocating as lump sums or bonuses.
- g) General Operating funding will be managed by the Service Provider as "site specific" for centre based programs with more than one site. The closure of a site does not permit the General Operating funding to be re-distributed to another site/location.
- h) Service providers **must** immediately report to the DSSMSSAB, any significant reduction in service levels and/or staffing, that is not of a temporary nature. Permanent reduction of staffing and/or service levels will result in a proportional recalculation of the amount of operating funding approved by the DSSMSSAB.

The DSSMSSAB will reconcile use of funds annually and any identified surplus must be returned to the DSSMSSAB or deducted from future allocations. The DSSMSSAB reserves the right to approve any identified surplus for specific purposes. In the event of a service closure, funds will be prorated and surplus funds are to be refunded to the DSSMSSAB.

INADMISSIBLE EXPENSES

The following expenses are considered inadmissible:

- a) Bonuses (including retiring bonuses), gifts and honoraria paid to staff are inadmissible expenses except for in the case that they are provided as a retroactive wage increase that will be maintained the following year;
- b) Debt costs including principal and interest payments related to capital loans, mortgage financing, and operating loans;
- c) Non-arm's length transactions not transacted at fair market value.
- d) Fees paid on behalf of staff for membership in professional organizations such as the College of Early Childhood Educators are inadmissible expenditures; and,
- e) Any other expenditure not listed within Requirements and Conditions.

The Service Provider agrees to abide by policies and procedures as outlined in the Business Practice Guidelines for Child Care Service Operators.

**2020 SERVICE AGREEMENT
SCHEDULE 'D'**

SERVICE NAME: Pay Equity Memorandum of Settlement

BACKGROUND

The government reached a mediated Memorandum of Settlement (MOS) with five unions in the spring of 2003 regarding the funding for proxy pay equity. The Memorandum of Settlement covers the period between January 1, 1999 and December 31, 2005. Although the MOS has ended, existing pay equity base funding under the MOS will continue to be made available to Child Care Operators who were already in receipt of this funding.

OBJECTIVE

Support eligible organizations with the cost of implementing proxy pay equity. The Pay Equity Act requires employers to make annual adjustments of a minimum of 1 per cent of the previous year's payroll toward proxy pay equity targets until pay equity has been achieved.

REQUIREMENTS AND CONDITIONS:

The Service Provider will use the Funds to meet their pay equity obligations and are required to:

- a) Have a proxy order from the Pay Equity Commission;
- b) Have posted pay equity plan(s) based on proxy comparisons;
- c) Have current and/or outstanding proxy obligations;
- d) Receive funding through the DSSMSSAB to provide child care

The Service Provider is required to provide a year-end reconciliation that shows the actual pay equity expenditures under the MOS. Pay equity funds may not be used for any other purpose.

Wage Enhancement funding may not be used to fund pay equity obligations that are not fully covered by Pay Equity Memorandum of Settlement funding or to cover any additional pay equity obligations.

2020 SERVICE AGREEMENT
SCHEDULE 'E'

SERVICE NAME: Provincial Wage Enhancement Grant

SERVICE OBJECTIVES

The provincial wage enhancement initiative (PWE) will benefit low-income child care program staff in the sector, help retain Registered Early Childhood Educators (RECEs), and support access to stable, high quality child care programs for children and families. This grant will also support licensed home child care agencies and strengthen the licensed home child care system.

SERVICE OVERVIEW

The PWE will support a wage increase of up to \$2 per hour, plus 17.5% benefits to Registered Early Childhood Educators and other child care program staff working in licensed child care centres.

PWE funding is available to eligible child care program staff, working in all licensed child care centres, whose positions can be counted toward adult to child ratios under the *Child Care and Early Years Act, 2014* (CCEYA) including:

- Registered Early Childhood Educators (RECEs);
- Program staff;
- Supervisors; and
- Home Visitors employed by licensed Home Child Care operators.

REQUIREMENTS AND CONDITIONS

1. It shall be within the DSSMSSAB's sole discretion to determine whether the Service Provider meets the conditions and requirements for eligibility set out in this Agreement, as well as the amount of funding.
2. Eligibility and distribution are separate processes. PWE is calculated based on total hours worked in the prior year in each position but paid out to individuals in positions based on actual hours worked in the current year. New, in-year licensed centres are eligible to apply for wage enhancement or HCCEG in the year the program begins operations.
3. To be eligible to receive the full PWE, RECEs, Home Visitors and other child care program staff must be:
 - a) Employed in a licensed child care program and have an associated hourly wage (excluding PWE) of less than the Ministry of Education established hourly maximum within the contracted year. (This hourly rate may be adjusted annually as it aligns with the top of the Educator Salary Matrix for RECEs working in Kindergarten programs.)
 - b) Categorized as a child care supervisor, RECE, home child care visitor, or can be otherwise counted toward adult to child ratios under the *Child Care and Early Years Act, 2014*.

Supplementary program staff positions that are in place to maintain lower adult-child ratios than required under the *Child Care and Early Years Act, 2014* may also be eligible for PWE funding.

4. Partial Wage Enhancement

To be eligible to receive a partial PWE Grant (less than \$2.00 per hour and 17.5% benefits), program staff must:

- a) be employed in a licensed child care centre or home child care agency;
- b) have an associated wage between the Ministry of Education threshold and the maximum \$2 per hour increase (excluding the previous year's PWE); and
- c) be categorized as a child care supervisor, RECE, home child care visitor, or can be otherwise counted toward adult to child ratios under the *Child Care and Early Years Act, 2014*.

Supplementary program staff positions that are in place to maintain lower adult-child ratios than required under the *Child Care and Early Years Act, 2014* may also be eligible for partial PWE.

5. Ineligible Positions (Non-Program Staff)

- a) Cook, administrative, custodial and other non-program staff positions are not eligible for PWE funding.
- b) Special Needs Resource funded resource teachers/consultants and supplemental staff are not eligible for PWE.
- c) The only exception to this provision is if at least 25% of the non-program staff position is used to support ratio requirements, in which case the staff may be eligible for partial PWE funding equal to the proportion of their time used to support ratio requirements.
- d) Staff hired through a third party (i.e. temp agency).

6. Home Child Care Enhancement Grant (HCCEG) - Home Child Care Providers

To be eligible to receive the *full* HCCEG of \$20 per day, home child care providers must:

- a) hold a contract with a licensed home child care agency;
- b) provide services to one child or more (including privately placed children; excluding the provider's own children);
- c) provide full time services on average (6 hours or more a day); and
- d) receive base daily fees, excluding prior year's HCCEG, of \$20 less than the rate established by Ministry of Education within the year funded. (i.e. \$20 below the cap of \$277.50 in 2020).

To be eligible to receive the *partial* HCCEG of \$10 per day, home child care providers must:

- a) hold a contract with a licensed home child care agency;
- b) provide services to one child or more (including privately placed children; excluding providers own children);
- c) provide part time services on average (less than 6 hours a day); and
- d) receive base daily fees, excluding prior year's HCCEG of \$10 less than the rate established by Ministry of Education within the year funded. (i.e.\$10 below the cap of \$166.50 in 2020).

Please note: Information on privately placed children must be considered when determining eligibility and payments for the HCCEG.

7. Supplemental Grant

- a) The supplemental grant must be used to support staff, home visitors' and providers' hourly/daily wage or benefits. This grant of \$150.00 per

funded FTE and \$50 for each eligible home child care provider allows licensees some flexibility to provide and implement wage enhancement in a way that aligns with their regular operations.

- b) Eligible uses are: paid sick days, training and professional development, additional work days/hours and related benefits.
- c) Operators are required to document allocation of the grant and return any surplus that cannot be used in accordance with Ministry of Education guidelines.

Please note: the salary increase cannot exceed \$2 per hour in program and the wage cap established by the Ministry of Education. Licensees may exceed 17.5 per cent for benefits if the supplemental grant is used to support additional benefit expenses.

8. Benefits

- a) The benefit amount calculated in the application is based on 17.5% of the salary component and includes mandatory benefits, 9 statutory holidays and up to two week's vacation pay. The employer may have a benefit surplus if they are exempt from EHT or WSIB.
- b) Agencies may use residual benefit funding to support wage enhancement salaries. Please note this is one-way funding flexibility only which means salary funding cannot be used for benefits.
- c) Supplemental grant provides flexibility to cover additional benefits, (e.g. vacation days, sick days, PD days and/or other benefits) once mandatory benefits are covered.

9. Administrative Expenses

- a) One-time administrative funding may be provided to eligible operators to cover administrative effort associated with the implementing of PWE.
- b) To be eligible, the Service Provider must demonstrate limited administrative resources to complete application, develop internal payment processes or to track data and expenditures.
- c) Administrative grants are not guaranteed and are subject to available funding.

APPLICATION & RECONCILIATION

- a) The Service Provider is required to submit an application for PWE funding (by site) on the DSSMSSAB approved application form by December 1st of the prior year.
- b) Within 30 days of the end of the calendar year to which the PWE funding applies, the Service Provider shall provide a completed reconciliation form which shall confirm the amount of PWE funding used by the Service Provider in accordance with the terms and conditions set within this Schedule.
- c) In the event that the Service Provider has not used all of the PWE funding, the Service Provider shall remit a cheque payable to the "District of Sault Ste. Marie Social Service Administration Board" in the amount of the surplus funding along with the completed reconciliation form.

RESTRICTIONS

PWE funding is a Ministry of Education enveloped allocation and the Service Provider is required to use the funding only for the intended purpose.

The Service Provider will:

- a) pay the PWE funding to eligible staff as part of their standard wage rate (for example, biweekly payroll);
- b) issue lump sum disbursements only when processing DSSMSSAB retroactive payments.
- c) give the PWE funding solely to eligible staff to increase wages; and
- d) immediately return to the DSSMSSAB upon reconciliation, any PWE funding that cannot be used within the calendar year and in accordance with the conditions outlined within this Schedule.

The Service Provider will not:

- a) substitute payments previously provided to staff with PWE funds;
- b) exceed an hourly wage increase of \$2.00 plus 17.5 percent mandatory benefit using PWE funding;
- c) use PWE on any other child care program expenses;
- d) use the PWE Grant to support child care centre expansion or to reduce fees; or
- e) issue PWE funding to staff not hired to work in a capacity that directly covers child care ratios. (The Supervisor, as listed on the license, is entitled to the PWE Grant for all hours worked.)

ACCOUNTABILITY AND REPORTING

The DSSMSSAB is required to submit reports to the Ministry of Education to support accountability and inform future policy and implementation decisions.

As related to the receipt and allocation of PWE funding, the Service Provider is required to:

- a) clearly indicate on staff pay cheques the portion of funding that is being provided through the Wage Enhancement Grant labelled as **PCCWE "Provincial Child Care Wage Enhancement"**;
- b) as and when requested, submit to the DSSMSSAB a statement signed by a designated Signing Officer which attests that 100% of the PWE Grant funding was provided directly to eligible child care staff for wages and benefits as per this Agreement and that no portion of the PWE Grant funding was used for any other purpose; and
- c) participate in any reconciliation process put in place by the DSSMSSAB which is subject to audit by the DSSMSSAB.

As and when requested by the DSSMSSAB, the Service Provider shall report the following service data and financial information:

- number of Registered Early Childhood Educators Full Time Equivalent (FTEs) receiving a full PWE;
- number of Supervisor FTEs receiving a full PWE;
- number of other program FTEs receiving a full PWE;
- number of Registered Early Childhood Educators FTEs receiving a partial PWE;
- number of Supervisor FTEs receiving a partial PWE;
- number of other program FTEs receiving a partial PWE;
- number of Home Visitor FTEs receiving a full PWE;
- number of Home Visitor FTEs receiving a partial PWE;
- number of licensed child care programs receiving PWE
- total PWE funding paid to fully eligible positions, separated into wages and benefits; and
- total PWE funding paid to partially eligible positions, separated into wages and benefits.

At its sole discretion, the DSSMSSAB may request additional service data and financial information of the Service Provider, and the Service Provider is required to report the requested information. Non-compliant operators may be deemed ineligible to receive future PWE funding.

In the event that the DSSMSSAB determines that the Service Provider has failed to meet the funding conditions outlined in the Agreement for the provision of wage enhancement/HCCEG funding, the DSSMSSAB must recover all misused funds. Additionally, non-compliant Service Providers may be deemed ineligible to receive future wage enhancement funding.

2020 SERVICE AGREEMENT
SCHEDULE 'G'

SERVICE NAME: Capacity Building
Professional Practice Leader

BACKGROUND

The District of Sault Ste. Marie Early Years Quality Assurance Program uses a collaborative approach to meet the overall goal of establishing the highest quality child care programs in the Province of Ontario. The Professional Practice Leader (PPL) plays an integral role in the success of the Quality Assurance Program by being a role model and inspiring others to deepen their own knowledge of current pedagogy and reflect on how this knowledge informs their daily practice.

OBJECTIVE

The PPL will strategically challenge and mentor their peers with coaching strategies to create a culture of reflective teaching and best practices that lead to quality early childhood environments.

To meet this objective, the PPL will advocate for and implement components of the QA Program within each agency by:

- conducting informal evaluations using the QA Program tools;
- engaging peers in dialogue about QA Program components;
- collaborating with peers and supervisor to establish program goals and action plans and motivating peers to implement action plans;
- engaging in professional development opportunities including participation in PPL meetings, independent study to develop personal skills and knowledge; and
- participating in community professional development opportunities.

ROLES AND RESPONSIBILITIES

The **Service Provider** will:

1. Schedule replacement staff to cover 10 hours of PPL time for each required Environmental Scale. This time will be used to complete the scale, assess the results, create an action plan and meet with the Quality Assurance Coordinator to review results, discuss challenges and implement action plans.
2. Schedule replacement staff to allow for the PPL to attend a one day workshop.
3. Schedule two hours per month (during workday and at Supervisor's convenience) for the PPL to prepare for and provide mentoring to coworkers.
4. Issue 2.5 hours in wages to the PPL for attending each of the five evening meetings scheduled throughout the year. Wages will be consistent with agency scales.

The **DSSMSSAB** will:

1. Provide a minimum of two weeks' notice for workshops or meetings with the Quality Assurance Coordinator that will require replacement staff, unless the Service Provider requests an earlier mutually agreed upon time.
2. Support the **Service Provider** and the PPL in meeting their obligations.
3. Issue funding to the **Service Provider** according to the number of Environmental Scales required and number of PPL's participating.

**2020 SERVICE AGREEMENT
SCHEDULE "H"**

SERVICE NAME: Minor Capital & Infrastructure Improvements / Supports
LEGISLATION: Child Care and Early Years Act, 2014

**Provisional: Funding may be limited or unavailable during the duration of the
January 1, 2020 – December 31, 2021 Service Agreement**

BACKGROUND

To adopt a standard and transparent method to administer onetime grants, the DSSMSSAB has developed an equitable approach to the allocation of onetime funding supports. Through application of the General Operating framework, funding is weighted by the total number of licensed spaces operated by Service Providers and available funding within a given year.

Eligibility Criteria

Service Providers are required to:

- Have sound business management practices and be in good standing with respect to financial/contract reporting requirements as set out by the DSSMSSAB;
- Engage in the Quality Assurance Program; and
- Be inclusive of children with special needs.

PROCESS

1. The Service Provider will submit a spending summary overview (by site) using the following categories:
 - a) Minor Capital
 - Demonstrate that the provision of funding is essential for meeting a health and safety need or a licensing requirement.
 - b) Infrastructure
 - Description of proposed project or business plan.
 - c) Program Supports
 - Highlight how this funding will meet licensing requirements and create an enriching environment with a variety of open ended materials that promote learning and development through exploration, play and inquiry consistent with the four foundations and pedagogical approaches of *How Does Learning Happen?*
2. The Early Years Director and/or designate will review the summary – taking into account the goals of the Quality Assurance program and the DSSMSSAB's vision for the Early Years System. The Early Years Director and/or designate will provide feedback and approval in writing.
3. The Service Provider will place the order or contract required work. Once complete, copies of invoices will be submitted to the DSSMSSAB.
4. The DSSMSSAB will reconcile all funding / expenses.

TIMELINES

Service Provider submission of spending plan:

- due 10 business days after confirmation of funding availability

Early Years review of submission and written feed back to Service Provider:

- due 10 business days after receipt of spending plan

Verification of spending submitted by Service Provider.

- due 12 weeks after receipt of approval of spending plan

**2020 SERVICE AGREEMENT
SCHEDULE 'I'**

SERVICE NAME: Reporting Requirements and Progressive Limitations

SERVICE OBJECTIVES

All Service Providers who receive funding from the DSSMSSAB shall submit documentation as required, dependent upon the type of agreement they hold. Service Providers understand that should they not comply with reporting requirements within the expected timelines, progressive limitations will be applied by the DSSMSSAB.

SERVICE PROCEDURE OVERVIEW

The Early Years Director, or designate, will contact the Service Provider to request submission of documentation. The Service Provider is responsible for contacting the Director or designate to discuss an alternative timeline if they are unable to meet the designated date. Should the documentation not be submitted, the DSSMSSAB will serve notice by email and funding may be withheld.

POLICY FOR LATE FILING

If a submission is not received by the filing deadline, the DSSMSSAB will take the following progressive action until the submission is received:

Step 1
10 days after the filing deadline the DSSMSSAB will inform the Service Provider that the submission is overdue
Step 2
30 days after the filing deadline the DSSMSSAB may reduce the General Operating Grant by 25% of the monthly payment
Step 3
60 days after the filing deadline the DSSMSSAB may reduce the General Operating Grant by by 50% of the monthly payment

Upon submission of DSSMSSAB requirements, payments will revert back to the regular monthly payment process with the first payment including withheld funds.

Should the Service Provider have outstanding submissions the DSSMSSAB may exercise its discretion by not providing funding in the subsequent calendar year.

The Service Provider shall ensure that all reports are in such form and contain such content as are reasonably required by the DSSMSSAB.

ACCESS TO RECORDS

As per the Service Agreement with the DSSMSSAB, the Service Provider must make financial and enrollment records available to DSSMSSAB staff within 5 business days of the request. The DSSMSSAB may request access to the Service Providers records any time during the term of the Agreement and for seven years after the expiry or termination of the Agreement.

In addition to any in-year requests, the Service Provider must submit the following information to the DSSMSSAB as outlined below.

	Submission Type	Due Date
1	Service Agreement / Amendments	30 days after date of receipt
2	Annual Operating Budget	60 days after year end
	Audited Financial Statement Letter of Finding	Four months after year end <u>or</u> letter from auditor stating Service Provider submitted all required documents and completed audit is pending
3	OCCMS Attendance, Vacancies and Occupancy Report	Attendance and Vacancy/Occupancy information by age group by the end of the third business day of the following month
4	Wage Enhancement Reconciliation Wage Enhancement Applications	January 15 th (following funding year) December 1 st (prior to next funding year)
6	One-Time Grants Reconciliation	As per date specified in contract amendment or approval
7	Statistical / Target Information	As per date specified in written request
8	Board of Directors: -Names and contact information -List of Signing Officers	Annually or upon changes
	Board Minutes	Copy to be forwarded once approved by Board
9	Changes in Market Rates and requests to increase Fee Subsidy rates	60 days prior to rate change (board motion to be included)
10	Insurance Certificate, confirming liability as per contract and naming DSSMSSAB as additional insured	Annually upon renewal
11	Full Fee Families Report by Site	At a minimum, report is due 4 x's per year within 10 business days of the end of: March, June, September, December
12	Copy of most recent Program Statement	Submitted with annual budget
13	Motion from Board of Directors indicating support and participation in Quality Assurance program	Submitted after the first scheduled Board meeting once Service Agreement is endorsed

ANNUAL BUDGET

The Service Provider will submit an annual Budget to the DSSMSSAB by January 31st of each year. The budget will contain operating costs and all sources and amounts of revenue. A maximum of 10% of DSSMSSAB revenue will be allocated to administrative expenses. (This will not include the Supervisor's salary.)

DSSMSSAB funding can be utilized to support:

- a) a supervisor who has 5 full-time staff to spend half of the allocated supervisory hours on administrative duties;
- b) a supervisor with more than 7 full-time staff to work full-time on administrative duties; and
- c) a full-time administrator's salary for agencies with an operating capacity of 90 children or more.

AUDITED FINANCIAL STATEMENTS

Service Providers receiving funding in excess of \$20,000 must provide the DSSMSSAB with audited financial statements within four months of the organization's fiscal year end. A two month extension can be requested by the Auditor. The DSSMSSAB also requires that the Management Letter be submitted along with the audit.

NOTE:

1. A Management Letter is issued by the auditor to the Board of Directors after the audit has been completed. The purpose of the letter is to identify any weaknesses in the organization's internal controls or other significant matters that were identified during the course of the audit.
2. Auditors are strongly encouraged to contact the DSSMSSAB and request an "Audit Confirmation Letter" which itemizes all funding received by the Service Provider in the fiscal year.

DSSMSSAB Audit Requirements

1. Payments received from the DSSMSSAB are to be recorded as revenue and not as an offset to any expenditure. If offsetting did occur, it can be detailed either on the Income Statement (Profit and Loss Statement) or in the Notes to the Financials with a schedule detailing how DSSMSSAB funding was recorded and displayed on the financials.

DSSMSSAB revenue sources are to be recorded as:

- Parent Fees
- Fee Subsidies
- General Operating Grant
- Wage Subsidies (Pay Equity, Professional Practice Leader funding, Wage Enhancement)
- Onetime funding grants (Restricted contribution).

2. Include a note which breaks down staffing costs by reporting salary expenses separately from benefit expenses (*The DSSMSSAB is required by the Ministry of Education to confirm that General Operating funding has not been used to support minimum wage requirements. This information along with the collection of staffing levels will assist with this process.*)
3. Contract amendments are provided and identify where to apply revenue. If all funding is not expended in the year of the amendment, it should be recorded as a deferred contribution with an audit note to identify where the deferred revenue came from and its purpose. Deferred contributions are recognized as revenue in the year in which the related expense is incurred.

Service Providers may be required to revise and resubmit audited financial statements that do not comply with auditing/accounting standards or DSSMSSAB reporting

requirements. Failure to submit an audit in the specified format may result in sanctions being applied.

When a Service Provider has incurred a deficit, a realistic business plan that identifies how the deficit will be addressed in the following year, must be submitted with the audit.

GOVERNANCE

1. The Service Provider will maintain a minimum of five directors.
2. The Service Provider shall submit a copy of any and all meeting minutes as they are approved, including the Annual General Meeting Minutes each year. The minutes shall include the approval of previous year's AGM minutes, the election of the Board of Directors and appointment of the auditor.
3. The Service Provider will submit a list of current Board Directors and Signing Officer(s) – including contact information.
4. Two Signing Officers are recommended for cheque signing purposes in a non-profit organization.

INSURANCE

As insurance coverage is renewed, a copy of the updated certificate must be submitted to the DSSMSSAB. The current minimum level for general liability insurance is five million dollars.

The certificate must list all locations in receipt of funding from the DSSMSSAB, contain a cross liability clause, and name the DSSMSSAB as an additional insured.

REPORTS (Service Provider to maintain and provide if requested):

- a) Service records for each service and program provided by the Service Provider as part of this Agreement;
- b) Up to date financial records and books of account respecting all funds received by the Service Provider from the DSSMSSAB as part of this agreement and maintained in accordance with generally accepted accounting principles;
- c) Financial statements and reconciliation reports with respect to the services and programs provided as part of the Agreement;
- d) Quarterly reports on enrollment of all children served including full fee; (template provided by DSSMSSAB); and
- e) any other report that the Ministry or the DSSMSSAB may reasonably request.

From time to time the DSSMSSAB may undertake an audit of a program's attendance records as per our Ministry of Education responsibilities. Attendance records will be requested without notice, reviewed on site and copies requested for comparison to OCCMS files.

2020 SERVICE AGREEMENT SCHEDULE 'J'

SERVICE NAME: Service Description Overview

Service Overview

Funding for child care services will be negotiated with Service Providers who demonstrate a commitment to provide high quality, developmentally appropriate, inclusive, evidence based licensed Child Care and Early Years programs to children and families in the District of Sault Ste. Marie.

Service Delivery

The DSSMSSAB and the Service Provider will maintain open communication and work together to provide families with children aged 0-12 in the Sault Ste. Marie Service Area, regardless of socio-economic background, culture, or language, access to high quality and inclusive child care/early years services that will ensure children are given a healthy start in life.

The delivery of core services will be guided by the Service Overview. The DSSMSSAB is accountable to the Ministry of Education for the purchase of services delivered by the Service Provider. The following responsibilities are in addition to those outlined in the attached legal agreement.

Service Experience and Philosophy

The Ontario Early Years Policy Framework articulates the following vision for early years programs:

"Ontario's children and families are well supported by a system of responsive, high-quality, accessible, and increasingly integrated early years programs and services that contribute to healthy child development today and a stronger future tomorrow."

(How Does Learning Happen? Ontario's Pedagogy for the Early Years)

Published in 2007, Early Learning for Every Child Today, referred to as ELECT, set out six principles to guide practice in early years settings:

1. Early child development sets the foundation for lifelong learning, behavior and health.
2. Partnerships with families and communities strengthen the ability of early childhood settings to meet the needs of young children.
3. Respect for diversity, equity and inclusion are prerequisites for honouring children's rights, optimal development and learning.
4. A planned curriculum supports early learning.
5. Play is a means to early learning that capitalizes on children's natural curiosity and exuberance.
6. Knowledgeable, responsive early childhood professionals are essential.

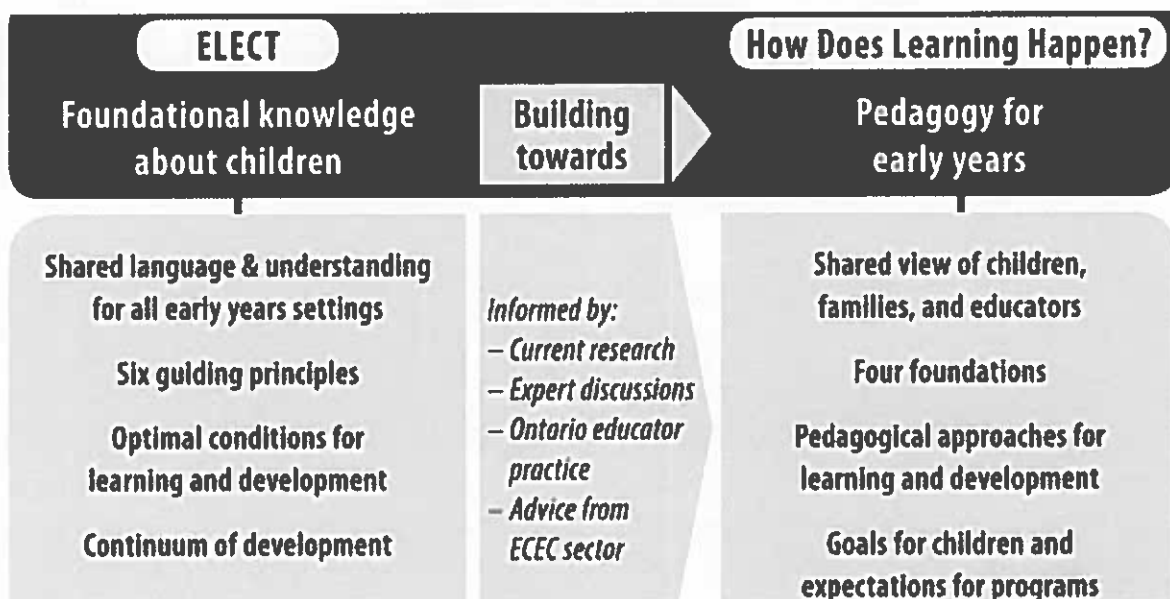
ELECT also provides a continuum of development for children from birth to age eight. It is recognized as a foundational document in the early years sector. It provides a shared language and common understanding of children's learning and

development for early years professionals as they work together in various early years settings.

Research, theory, and practice suggest that high-quality early childhood programs:

- a) establish positive, responsive relationships with children and their families;
- b) value children as individuals and as active and competent contributors with their own interests and points of view;
- c) recognize the connection between emotional wellbeing and social and cognitive development and the importance of focusing on these areas holistically;
- d) provide environments and experiences for children to explore ideas, investigate their theories, and interact with others in play;
- e) engage with families and support each child within the context of his or her family, recognizing that family and child well-being are inextricably linked;
- f) provide ongoing opportunities for educators to engage in critical reflection and discussion with others about pedagogy and practice to support continuous professional learning and growth.

Through critical reflection and learning we build from a foundational knowledge of children through the ELECT document and move towards a better understanding of how children learn.

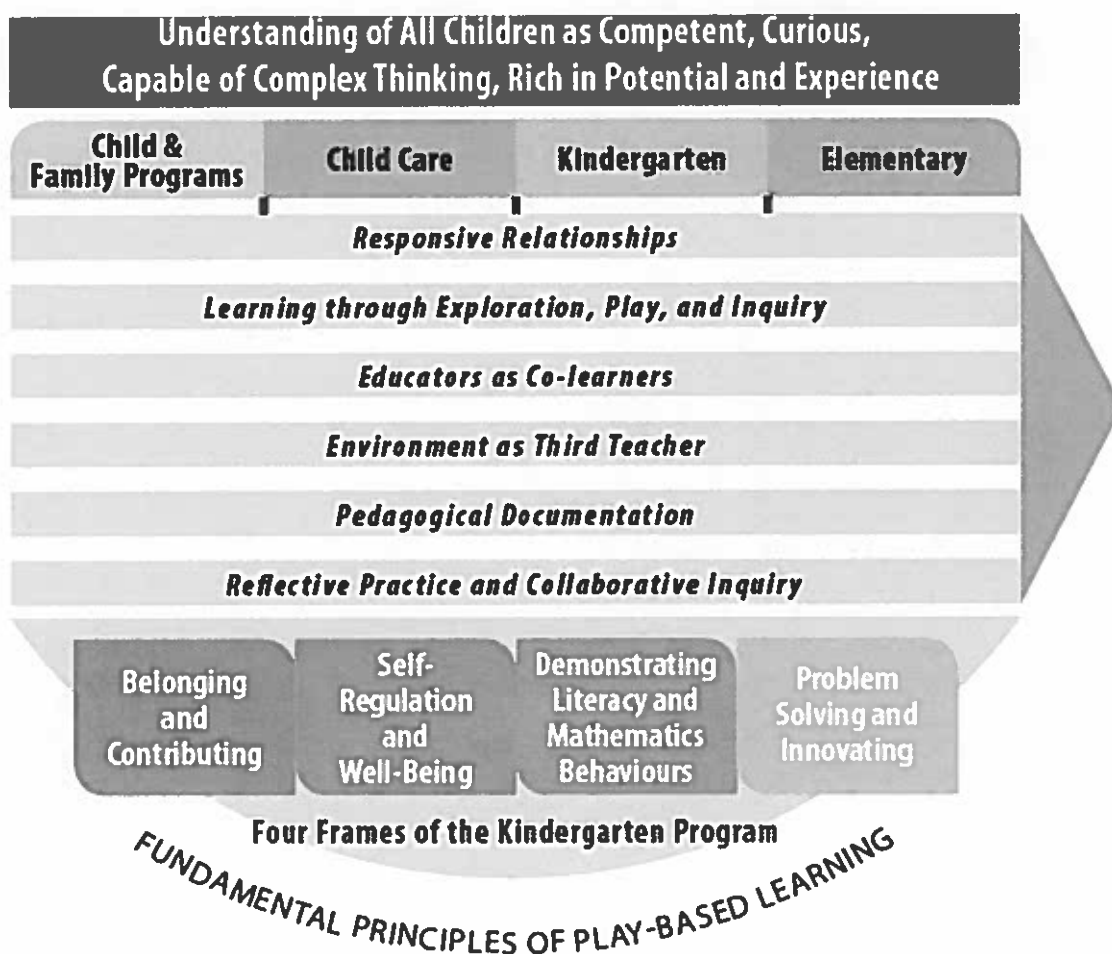


Goals for children’s learning, development, health, and well-being are integral to all aspects of early years programs, from policies and procedures to environments, experiences, and interactions. Grounded in a view of the child as competent and capable and organized around the foundations of belonging, well-being, engagement, and expression, the following goals are a starting point to help educators place children first within all aspects of the program.

- Every child has a sense of belonging when he or she is connected to others and contributes to their world.
- Every child is developing a sense of self, health, and well-being.
- Every child is an active and engaged learner who explores the world with body, mind, and senses.
- Every child is a capable communicator who expresses himself or herself in many ways.

Programs are expected to provide pedagogical direction for educators in a variety of ways as they:

- cultivate authentic, caring relationships and connections to create a sense of belonging among and between children, adults, and the world around them;
- nurture children's healthy development and support their growing sense of self;
- provide environments and experiences to engage children in active, creative, and meaningful exploration, play, and inquiry; and
- foster communication and expression in all forms.



Service Evaluation

The District of Sault Ste. Marie Social Services Administration Board will evaluate the Services provided by the Service Provider under each of the following categories:

- a) maintenance of condition free licensing;
- b) number of unqualified staff who are actively upgrading their credentials.
- c) timely, complete and accurate submissions of attendance and annual reporting requirements;
- d) participation in and quality of participation in the Quality Assurance Framework, Program Development and Professional Development; and
- e) adherence to all DSSMSSAB policies and procedures including Serious Occurrence reporting and Criminal Reference Checks in accordance with legislation.

The DSSMSSAB agrees to:

- a) Provide up to two Professional Development opportunities to Early Childhood Educators and/or not-for-profit Boards of Directors in the community in partnership with the Quality Assurance Committee.

- b) Provide a system wide Quality Assurance Program in partnership with Quality Assurance committee members and support Service Providers as they identify opportunities to enhance the quality of their programs.

The Service Provider agrees to:

- a) Deliver child care services in accordance with this Schedule, the Strategic Plan for the delivery of early Years Services in Sault Ste. Marie and work collaboratively with the Quality Assurance Coordinator when implementing strategies to strengthen the alignment of services with the Ontario Early Years Policy Framework.
- b) Each site will have a program statement that is consistent with the Minister's Policy statement on programming and pedagogy and is sensitive to the social, linguistic and cultural diversity of each local program. This will ensure that staff and volunteers have a shared understanding of the goals that guide the Early Years programs at each site.
- c) Work positively and collaborate with local Special Needs Resourcing Organization(s) and/or Service Providers; understand that services received are based on discussion of child's identified needs. There is an expectation that the Service Provider works with the identified Special Needs Resourcing organization to determine the way that program staff will be mentored to address the needs of the child. This can include periodic training, working with a Special Needs Resourcing Assistant for a specified and/or limited period of time, or implementing recommended changes to the environment or curriculum. Special Needs Resourcing funds are limited and used at the discretion of the Special Needs Resourcing organization and/or the DSSMSSAB.
- d) Work positively and collaboratively with the DSSMSSAB Cultural Resource Coordinator to improve organizational capacity to provide inclusive and responsive services to Indigenous children and families.
- e) Ensure, each year, staff participate in a minimum of two professional development opportunities including the annual Professional Development Day offered by the DSSMSSAB and the Quality Assurance committee.
- f) Ensure that Supervisory staff have regular opportunities to enhance their leadership skills through professional development and access available Early Years provider networking sessions including those that support participation in community of practice forums occurring throughout the year.

IN WITNESS WHEREOF this Agreement has been signed by authorized DSSMSSAB officials on behalf of the DSSMSSAB and the SERVICE PROVIDER by its proper signing officers.

FOR THE DISTRICT OF SAULT STE. MARIE
SOCIAL SERVICES ADMINISTRATION BOARD

Mike Nadeau
CAO



Signature


Oct 27/2020

Date

FOR THE SERVICE PROVIDER

Ken Lamming

Name



*Signature

Mayor

Title

May 13, 2020

Date

Peggy Sheer

Name



*Signature

Clerk

Title

May 12, 2020

Date

**I have authority to bind the Corporation*