

**CORPORATION OF THE TOWNSHIP OF PRINCE
BY-LAW NO. 2022-06**

Being a by-law to authorize the Mayor and
CAO/Clerk-Treasurer to sign a Service Agreement
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 April 2022



Mayor Ken Lamming



Acting Clerk, Craig Davidson



This Agreement made the 1st day of **JANUARY 2022**:

Early Years: Child Care Services

EY-22-004

DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES ADMINISTRATION BOARD

Hereinafter called "DSSMSSAB"

And

CORPORATION OF THE TOWNSHIP OF PRINCE

Hereinafter called the "Service Provider"

Hereinafter collectively referred to as "the Parties"

ARTICLES OF AGREEMENT

WHEREAS it is the responsibility of the DSSMSSAB, the District of Sault Ste. Marie Social Services Administration Board to deliver various social services and programs for the benefit of eligible participants residing in the area of jurisdiction: City of Sault Ste. Marie, Prince Township and area known as Sault North Planning Board;

AND WHEREAS the Service Provider has the ability to deliver certain social services and programs (the "Designated Program") in a timely and efficient manner;

NOW therefore in consideration of the mutual covenants and agreements contained herein and subject to the terms and conditions hereinafter set out, the parties agree as follows:

1. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The following documents and any amendments thereto, constitute the entire agreement between the Service Provider and the DSSMSSAB with respect to its subject matter and supersede all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter.

- a. General Conditions of the Contract
- b. Schedule 'A'
- c. Schedule 'B'

2. DEFINITIONS

Agreement: means the contract between the DSSMSSAB and the Service Provider with respect to the Services contemplated within this document.

Board: means the eight locally elected political representatives on the DSSMSSAB. The Board consists of five representatives from Sault Ste. Marie, one representative from Prince Township and two representatives from the Sault North Planning Board Area.

DSSMSSAB: means District of Sault Ste. Marie Social Services Administration Board.

MFIPPA: means the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56.

Services: means all services and deliverables to be provided by a Service Provider as described in this document.

Service Provider: means the Successful Proponent(s) with whom the DSSMSSAB enters into an Agreement.

Site Authority: means the DSSMSSAB designate specified with authority pertaining to the provision of Services.

3. GENERAL CONDITIONS OF THE CONTRACT

3.1 Effective Date and Duration

This Agreement shall come into effect on the date it is signed by the last of the Parties to do so and shall expire at the end of the Designated Program period unless the Agreement is terminated on a prior date in accordance with the terms of this agreement.

3.2 Termination for Convenience

The DSSMSSAB may terminate any issuing Agreement at any time subject to 30 days written notice to the Service Provider. The DSSMSSAB shall provide appropriate compensation to the Service Provider proportionate to the Services satisfactorily performed by the Service Provider prior to the termination date.

3.3 Reduction or Termination of Initiative

If the initiative named in this Agreement is cancelled, the DSSMSSAB may, upon not less than thirty (30) days notice, reduce the funding under this Agreement or terminate the Agreement.

3.4 Termination

Termination for Default

1. The following constitutes Event of Default:

- a) The Service Provider becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of the statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Service Provider;
- b) The Service Provider ceases to operate;

- c) The Service Provider is in breach of the performance of, or compliance with, any provision of this Agreement;
- d) The Service Provider, in support of its application for the DSSMSSAB contribution or in connection with this Agreement, has made materially false and misleading representations, statements or declarations, or provided materially false and misleading information to the DSSMSSAB or in the opinion of the DSSMSSAB there is a material adverse change in the risk in the Service Provider's ability to complete the Designated Program or to achieve the expected results of the project set out in accompanying schedules.

2. If

- a) An Event of Default specified in paragraph 3.4.1 occurs; or
- b) An Event of Default specified in paragraphs 3.4.1 occurs and has not been remedied within thirty (30) days of receipt by the Service Provider of written notice of default, or a plan satisfactory to the DSSMSSAB to remedy such Event of Default has not been put into place within such time period,

the DSSMSSAB may, in addition to any remedies otherwise available, immediately terminate the agreement by written notice. Upon providing such notice of termination, the DSSMSSAB shall have no obligation to make any further contribution to the Service Provider.

- 3. In the event the DSSMSSAB gives the Service Provider written notice of default pursuant to paragraph 3.4 2b), the DSSMSSAB may suspend any further payment under this agreement until the end of the period given the Service Provider to remedy the event of Default.
- 4. The fact that the DSSMSSAB refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon the DSSMSSAB shall not prevent the DSSMSSAB in any way from later exercising any other right or remedy under this Agreement or other applicable law.

3.5 Compliance with Laws and Licensing

The Service Provider will be responsible for a strict adherence to all Federal, Provincial, and Municipal statutes, regulations, by-laws, codes, and codes of professional conduct, and where applicable must obtain all permits and licenses.

3.6 Health and Safety

The Service Provider shall perform all work in compliance with the Occupational Health and Safety Act of Ontario.

The Service Provider acknowledges its duty as an employer and a supervisor under the Occupational Health and Safety Act and under the applicable regulations and in particular, that the Service Provider shall take every precaution reasonable under the circumstances for the protection of a worker.

The Service Provider acknowledges possession of a copy of the Occupational Health and Safety Act and applicable regulations for these Services.

The Service Provider shall provide all required safety and personal protective equipment as required under the Occupational Health and Safety Act or the Safety Policies of the Proponent.

The Service Provider releases and discharges the DSSMSSAB from any claim or demand for any action taken by the DSSMSSAB to exercise its duties of due diligence under the Occupational Health and Safety Act.

The Service Provider shall carry Workers Safety and Insurance Board coverage for its employees and any necessary liability insurance coverage. The Service Provider will be responsible for presenting a WSIB Certificate of Clearance upon award of any contract.

3.7 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

The Service Provider shall ensure that all its employees, agents, volunteers, or others for whom the Service Provider is legally responsible have received training and comply with the requirements of the Accessibility for Ontarians with Disabilities Act, 2005, as amended.

For further information visit:

<http://www.mcss.gov.on.ca/en/mcss/programs/accessibility/index.aspx>

The DSSMSSAB reserves the right to require the Service Provider to demonstrate that its training policies meet these requirements.

3.8 Disposition of Capital Assets

1. During the Designated Program period, the Service Provider shall preserve any capital asset purchased by the Service Provider with funding provided under this Agreement and shall not dispose of it unless the DSSMSSAB authorizes its disposition.
2. At the end of the Designated Project Period, or upon termination of this Agreement, if earlier, the DSSMSSAB reserves the right to direct the Service Provider to dispose of any capital asset purchased by the Service Provider with funding provided under this Agreement by:
 - a) Selling it, at fair market value and applying the funds realized from such sale to offset the DSSMSSAB's contribution to the eligible expenditures;
 - b) Turning it over to another organization or to an individual designated or approved by the DSSMSSAB; or
 - c) Disposing of it in such other manner as may be determined by the DSSMSSAB.

3.9 DSSMSSAB and Consultation

The Service Provider agrees that the staff providing services pursuant to this agreement will upon reasonable request, be available for consultation with the DSSMSSAB's staff.

3.10 Financial Records and Reporting

1. The Service Provider will maintain financial records and books of account in accordance with Generally Accepted Accounting Principles (GAAP) respecting services provided pursuant to this agreement and will allow the DSSMSSAB's 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.

2. The Service Provider will upon request submit to the DSSMSSAB an audited financial statement and reconciliation report with respect to the services provided pursuant to this Agreement within five (5) months of the Service Provider's financial year-end.
3. The Service Provider will retain the records and books of account referred to in clause 3.9 for a period of seven (7) years.
4. The Service Provider will retain all relevant documentation supplied by and/or to applicants to support funding decisions and allocations.

3.11 Service Records

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

3.12 Notices

Any notices to be given and all reports, information, correspondence, and other documents to be provided by either party under this Agreement shall be given or provided by personal delivery, mail, courier service, fax or email at the postal address, fax number or email address, as the case may be, of the receiving party as shown in Schedule 'A'. If there is any change to the postal address, fax number or email address or contact person of a party, the party concerned shall notify the other in writing of the change as soon as possible.

Notices, reports, information, correspondence, and other documents that are delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five (5) working days after the date of mailing, or in the case of notices and documents sent by fax or email, one (1) working day after they are sent.

3.13 Insurance

The Service Provider shall be required to purchase and maintain in force, at its own expense (including the payment of all deductibles) and for the duration of Services, appropriate comprehensive general liability insurance coverage to cover claims for bodily injury or property damage resulting from anything done or omitted by the Lead Agency or its employees, agents or service participants, if any, in carrying out the service. A minimum of five (5) million dollars comprehensive general liability insurance coverage will be required during the term of this agreement. Verification of insurance coverage shall be provided to the Agent within thirty (30) days of the signing of this agreement.

The Board then reserves the right to determine the amount of coverage required in consultation with the Service Provider on a case by case base.

3.14 Indemnification

The Service Provider shall indemnify and hold harmless the DSSMSSAB and their respective officers, directors, agents and employees, and each of them, from and against claims, demands, losses, costs, damages, actions, suits or proceedings by third parties that arise out of, or are attributable to, the Service Provider's performance of the Services.

3.15 Confidentiality

The Service Provider shall treat as confidential all information of any kind which comes to the attention of the Service Provider in the course of carrying out the Services and shall not

disseminate such information for any reason without the express written permission of the DSSMSSAB.

3.16 Relationship Between the Parties and Non-Liability of DSSMSSAB

The management and supervision of the designated program are the sole and absolute responsibility of the Service Provider. The Service Provider is not in any way authorized to make a promise, agreement or contract on behalf of the DSSMSSAB. This Agreement is a service agreement only for the services outlined in this agreement and not a contract for employment. The parties hereto declare that nothing in this agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Service Provider shall not represent itself as an agent, employee or partner of the DSSMSSAB.

3.17 Ownership and Confidentiality of the DSSMSSAB Provided Data

All correspondence, documentation and information provided by the DSSMSSAB staff to the Service Provider connection with, or arising out of the Services or the acceptance of this contract:

- a) is and shall remain the property of the DSSMSSAB;
- b) must be treated by the Service Provider as confidential; and
- c) must not be used for any purpose other than for fulfillment of any related services under this agreement.

3.18 Freedom of Information

Any information collected by the Agent on behalf of the 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.

3.19 Conflict of Interest

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 where such activity or the provision of such services creates a conflict of interest (actually or potentially) in the sole opinion of the DSSMSSAB and the Service Provider with the provision of services pursuant to the Agreement. The Service Provider acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of the DSSMSSAB relevant to the services where the DSSMSSAB has not specifically authorized such use.

3.20 Assignment of Agreement

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.

3.21 Amendment

This Agreement may be amended by mutual consent of the parties. To be valid, any amendment to this Agreement shall be writing and signed by the parties.

3.22 Dispute Resolution

In the event of a dispute arising under the terms of this Agreement, the Parties are unable to resolve the dispute through negotiation, they agree to give good faith consideration to resorting to other alternate dispute resolution processes to resolve the dispute. However, the Parties

agree that nothing contained in this section shall affect, alter or modify the rights of either Party to terminate the Agreement.

3.23 Method of Payment

The DSSMSSAB and Services Provider agree to adhere to the payment schedule outlined in Schedule 'A'.

IN WITNESS WHEREOF the parties have set their hands and seals on the day and year first above written.

DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES ADMINISTRATION BOARD

By: _____ Date: _____

Name: Mike Nadeau

Title: CEO

By: _____ Date: _____

Name: Luke Dufour

Title: Board Chair

I have the authority to bind the District of Sault Ste. Marie Social Services Administration Board

CORPORATION OF THE TOWNSHIP OF PRINCE

By: Peggy Greco Date: April 12, 2022

Name: ~~Mary Lynn Duguay~~ Peggy Greco

Title: CAO Interim Administrator

By: [Signature] Date: April 12, 2022

Name: Ken Lamming

Title: Mayor

I have the authority to bind the Corporation

SCHEDULE 'A'

DSSMSSAB

ADDRESS: Elgin Tower, 390 Bay Street, Suite 405
PO Box 277 Sault Ste. Marie ON P6A 5L8

CONTACT PERSON: **Carla Fairbrother**

PHONE: 705-541-7318

FAX: 705-759-5212

EMAIL: c.fairbrother@socialservices-ssmd.ca

SERVICE PROVIDER

NAME: **Corporation of the Township of Prince**

ADDRESS: 3042 Second Line, West RR#6 Prince Township, ON P6A 6K4

CONTACT PERSON: **Mary Lynn Duguay, CAO**

PHONE: 705-779-2992

EMAIL: clerk@twp.prince.on.ca

1. DESIGNATED TERM OF AGREEMENT

The term of this agreement will commence on January 1, 2022 – December 31, 2023

2. PAYMENT FOR SERVICES

The DSSMSSAB agrees to issue payment of up to a total of **\$16,671.41** in the 2022 year, cash flowed through monthly payments and expended within the parametres of this contract and accompanying schedules. As stated in Schedule "B-1", additional onetime funding may be issued at a later date if available

SCHEDULE 'B'

SCOPE OF SERVICES

SCHEDULE "B-1"

FUNDING AND AGREEMENT SUMMARY

SCHEDULE	SUMMARY	ALLOCATION
SCHEDULE "B-2"	Additional Contractual Requirements	
SCHEDULE "B-3" Wage Enhancement	Provincial maximum \$2.00/hr. wage subsidy plus 17.5% benefits (application based)	\$4,784.16
SCHEDULE "B-4" Fee Subsidy	Attendance based subsidy	Calculated monthly
SCHEDULE "B-5" General Operating	Operating Capacity of Licensed Site DSSMSSAB authorized 'Point System' Current dollar value: \$9.25/point	\$9,440.00
SCHEDULE "B-6" Minor Capital & Infrastructure	DSSMSSAB authorized 'Point System' by age group and License Capacity	As per available funding
SCHEDULE "B-7" Service Delivery and Philosophy	Commitment to deliver service as per <i>"How Does Learning Happen? Ontario's Pedagogy for the Early Years and ELECT"</i>	
SCHEDULE "B-8" Quality Assurance / Professional Practice Leaders	Funding determined by number of: -Programs -Environmental Scales required -Professional Practice Leaders	As per available funding
SCHEDULE "B-9" Reporting Requirements & Progressive Limitations	DSSMSSAB approved policy for reporting expectations, contract compliance and late submissions	
SCHEDULE "B-10" Pay Equity	2003 Mediated Memorandum of Settlement Proxy Order from Pay Equity Commission	\$2,447.25
SCHEDULE "B-11" Special Needs Resourcing	Provincial minimum 4.1% of DSSMSSAB child care allocation administered centrally through one contracted Operator	n/a
		TOTAL: \$16,671.41

Service Location:

Mountain View Public School
Mahler Road
Goulais River, ON P0S 1E0

Funded General Operating Spaces

24 School Age

SCHEDULE "B-2"

SERVICE NAME: Additional Conditions and Requirements

1. Definitions

In this Agreement,

- a) "Agreement" means the recitals, the Agreement and all 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.

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 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. Consideration

- a) The 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 "B-1". The amounts, times and manner of such payments will be made in accordance with Schedule "B-9".
- b) The Service Provider may transfer funds between the DSSMSSAB budget lines only with the prior written approval of the DSSMSSAB.
- c) 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.

4. 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 "B" 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 termination right.

5. DSSMSSAB Access and Consultation

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.

The Service Provider agrees that the staff providing services pursuant to this Agreement will, upon reasonable request, be available for consultation with the DSSMSSAB.

6. Financial Records and Reports

- a) 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.

- b) The Service Provider will adhere to any additional financial reporting requirement specified in the attached Schedules.
- c) The Service Provider shall submit to the DSSMSSAB, all meeting minutes, including minutes of the Annual General Meeting, once approved.

7. 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.

8. 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 two Professional Learning opportunities per year, that are 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.

9. 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 "B-9" 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.

10. Additional 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.

11. Consequences of Termination

- a) Upon any termination of this agreement, 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 authorized 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 related to Report, Financial Reports, Service Records, Confidentiality, Conflict of Interest, Indemnification and Disposition of Equipment shall continue to be binding upon the parties.

12. 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.

13. 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.

14. 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

15. 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.

SCHEDULE “B-3”

SERVICE NAME: Provincial Wage Enhancement Grant

SERVICE OBJECTIVES

The provincial wage enhancement grant (WEG) 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 WEG 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.

WEG 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. WEG 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 receive the full WEG, 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 WEG) 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 WEG funding.

4. Partial Wage Enhancement

To receive a partial WEG 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 WEG); 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 WEG.

5. Ineligible Positions (Non-Program Staff)

- a) Cook, administrative, custodial and other non-program staff positions are not eligible for WEG funding.
- b) Special Needs Resource funded resource teachers/consultants and supplemental staff are not eligible for WEG.
- 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 WEG 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 \$285.90 in 2022).

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 \$171.54 in 2022).

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 WEG.
- 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 AND RECONCILIATION

- a) The Service Provider is required to submit an application for WEG 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 WEG funding applies, the Service Provider shall provide a completed reconciliation form which shall confirm the amount of WEG 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 WEG 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

WEG 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 WEG 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 WEG funding solely to eligible staff to increase wages; and
- d) immediately return to the DSSMSSAB upon reconciliation, any WEG 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 WEG funds;
- b) exceed an hourly wage increase of \$2.00 plus 17.5 percent mandatory benefit using WEG funding;
- c) use WEG on any other child care program expenses;
- d) use the WEG Grant to support child care centre expansion or to reduce fees; or
- e) issue WEG 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 WEG 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 WEG 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 WEG Grant funding was provided directly to eligible child care staff for wages and benefits as per this Agreement and that no portion of the WEG 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 Equivalents (FTEs) receiving a full WEG;
- number of Supervisor FTEs receiving a full WEG;
- number of other program FTEs receiving a full WEG;
- number of Registered Early Childhood Educators FTEs receiving a partial WEG;

- number of Supervisor FTEs receiving a partial WEG;
- number of other program FTEs receiving a partial WEG;
- number of Home Visitor FTEs receiving a full WEG;
- number of Home Visitor FTEs receiving a partial WEG;
- number of licensed child care programs receiving WEG
- total WEG funding paid to fully eligible positions, separated into wages and benefits; and
- total WEG 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 WEG 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.

SCHEDULE “B-4”

SERVICE NAME: Child Care Fee Subsidy

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.

SCHEDULE 'B-5'

SERVICE NAME: Child Care General Operating Grant

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.

SCHEDULE “B-6”

SERVICE NAME: Minor Capital & Infrastructure Improvements / Supports

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. Funding may be limited or unavailable during the duration of this Agreement.

Eligibility Criteria

Service Providers are required to:

- a) Have sound business management practices and be in good standing with respect to financial/contract reporting requirements as set out by the DSSMSSAB;
- b) Engage in the Quality Assurance Program; and
- c) 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 Support: 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

SCHEDULE “B-7”

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 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.

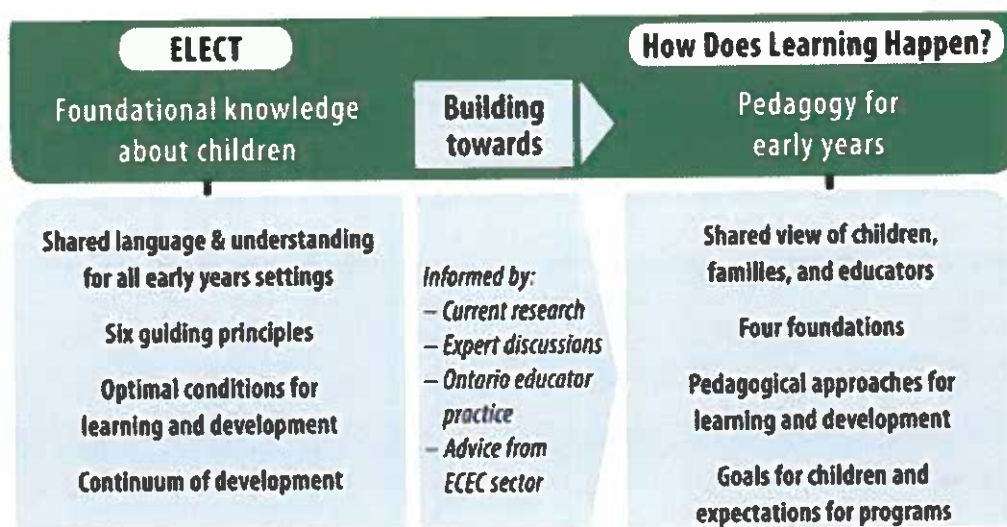
ELECT also provides a continuum of development for children from birth to age eight. It is recognized as a foundational document in the early years sector. It provides a shared language and common understanding of children’s learning and development for early years professionals as they work together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



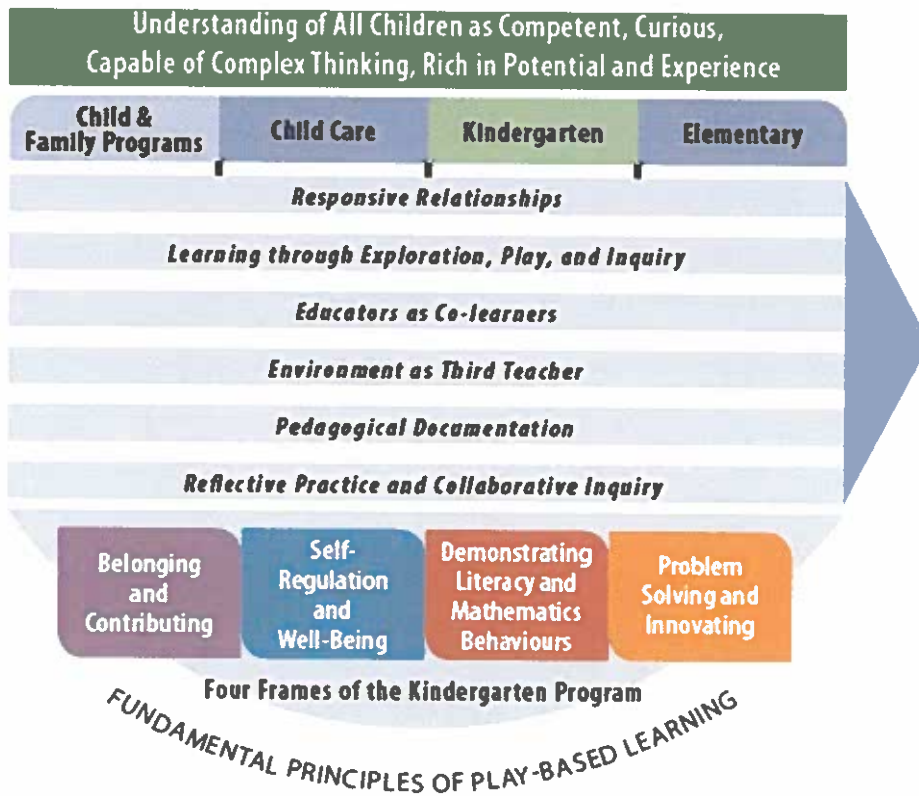
Goals for children's learning, development, health, and well-being are integral to all aspects of early years programs, from policies and procedures to environments, experiences, and interactions. Grounded in a view of the child as competent and capable and organized around the foundations of belonging, 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.
- g) Participate on the local Early Years Service System Management Table and other committees that may, from time to time be recommended by the DSSMSSAB.

SCHEDULE “B-8”

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:

- a) 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.
- b) Schedule replacement staff to allow for the PPL to attend a one day workshop.
- c) Schedule two hours per month (during workday and at Supervisor’s convenience) for the PPL to prepare for and provide mentoring to coworkers.
- d) 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:

- a) 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.
- b) Support the **Service Provider** and the PPL in meeting their obligations.
- c) Issue funding to the **Service Provider** according to the number of Environmental Scales required and number of PPL’s participating.

**SCHEDULE “B-9”
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 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 Board Minutes	Annually or upon changes 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

- a) 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. 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).
 - Other (Specify)
- b) 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.*)
- c) 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

- a) The Service Provider will maintain a minimum of five directors.
- b) 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.
- c) The Service Provider will submit annually submit a list of current Board Directors and Signing Officer(s) – including contact information and update immediately when changes occur.
- d) 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.

SCHEDULE “B-10” 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.