



TO:	CHAIR AND MEMBERS COMMUNITY and PROTECTIVE SERVICES COMMITTEE MEETING ON APRIL 21, 2015
FROM:	LYNNE LIVINGSTONE MANAGING DIRECTOR NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES
SUBJECT:	CHILDREN'S SERVICES WAGE ENHANCEMENT GRANT AGREEMENT

RECOMMENDATION

That, on the recommendation of the Managing Director of Neighbourhood, Children and Fire Services, the attached proposed By-Law (Appendix 1) with the effective date of May 1, 2015 **BE INTRODUCED** at the Municipal Council Meeting of April 28, 2015 to:

- (a) approve the standard form for the Children's Services Wage Enhancement Grant Agreement (attached as Schedule 1 to the By-Law); and
- (b) delegate to the Managing Director of Neighbourhood, Children and Fire Services as Administrator, *Day Nurseries Act*, or her/his respective written designate, the authority to:
 - (i) insert the details into the form of Agreement approved in (a) above; and
 - (ii) approve any amendments to the Agreements as necessary; and
 - (iii) to execute the Agreements and any amending Agreements.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

- Child Care Information Update and 2015 Child Care Service Plan – April 21, 2015
- Children's Services Funding Agreement – October 28, 2013
- 2014 Child Care Service Plan – October 28, 2013

BACKGROUND

In its capacity as Consolidated Municipal Service Manager (CMSM), the City is responsible for management of the child care system in London and Middlesex. This responsibility includes managing the distribution of funding provided by the Ministry of Education.

The purpose of this report is to:

- Provide an overview of a new 100% Provincially funded program to increase compensation in the licensed child care sector; and
- Obtain approval for a Wage Enhancement Grant Funding Agreement between the City and licensed child care operators as the mechanism by which the funding can be distributed.

On January 19, 2015, the Premier announced a new 100% provincially funded program to support wage enhancement in the licensed child care sector. The objectives of the wage enhancement program are:

- To help close the wage gap between Registered Early Childhood Educators (RECEs) working in the publicly funded education system and those in the licensed child care sector;
- To help stabilize child care operators by supporting their ability to retain RECEs and non-RECE program staff; and
- To support greater employment and income security.



CMSM's are required to have the Wage Enhancement Grant Application process in place and posted on their website by May 1, 2015. Children's Services has been working with the licenced child care sector in London-Middlesex to develop and implement the program in order to meet this deadline. Information sessions and bulletins have been provided; an application template and instructions in English and French have been developed; and resources are being provided to help child care operators submit their application by the cut-off date of June 30, 2015.

The Children's Services Wage Enhancement Grant Agreement is an agreement between each eligible licensed child care operator and the Municipality. The Agreement consists of one Primary Agreement that applies to both licensed child care centres and Private Home Child Care Agencies, and two Schedules that details specific requirements. Developed in consultation with Legal and Risk Management, the Agreement establishes:

- Consistent and standardized eligibility, application and reporting requirements;
- Acceptable corporate insurance and indemnification requirements; and
- Mitigation of potential risk.

Although from the Ministry of Education's perspective the City of London is the CMSM for London-Middlesex, the Corporation of the City of London contracts with the Corporation of the County of Middlesex for the delivery of child care services in the geographic area of the County of Middlesex excluding the geographic area of the City of London. The County of Middlesex is the City's agent in that geographical area. The County of Middlesex maintains its own separate funding agreements with children's services providers that operate in the County. Representatives of the County of Middlesex have been kept informed of the development of the Children's Services Wage Enhancement Grant Funding Agreement, and it is expected that the County will adopt this Agreement for its own use.

The Day Nurseries Act provides that CMSMs may enter into agreements with children's services providers. The approval of the Children's Services Wage Enhancement Grant Agreement template and the delegation of authority to complete and execute the Agreement provides the mechanism by which the City of London can fulfil its service management obligations.

FINANCIAL IMPACT

There is no incremental financial impact associated with this report.

The City of London, as CMSM for London-Middlesex, is funded by the Ministry of Education to act as delivery agent and service manager for children's services. The Ministry of Education has provided an initial allocation to the London-Middlesex CMSM of \$ 2,770,747 for the Wage Enhancement Program. The final allocation will be increased or decreased based on the actual amount of funding provided to licensed child care operators. Additionally, the Ministry of Education has provided the London-Middlesex CMSM with one-time funding in the amount of \$277,075 to cover the cost of administering the development and implementation of the Wage Enhancement Grant program. No municipal cost sharing is required for either the Wage Enhancement Grant funding or the Wage Enhancement Grant Administration Funding.

PREPARED BY:	RECOMMENDED BY:
IAN GIBB CHILDREN'S SERVICES NEIGHBOURHOOD, CHILDREN & FIRE SERVICES	LYNNE LIVINGSTONE MANAGING DIRECTOR NEIGHBOURHOOD, CHILDREN & FIRE SERVICES

C. Anna Lisa Barbon, Director, Financial Services



Appendix 1

Bill No.
2015

By-law No.

A By-law to approve and adopt the standard form Children's Services Wage Enhancement Grant Agreement and to delegate authority to the Managing Director, Neighbourhood Children and Fire Services as **Administrator, Day Nurseries Act** to insert information, amend the Schedules and execute agreements which employ this form.

WHEREAS pursuant to section 2.2 of the *Day Nurseries Act*, and Ontario Regulation 137/99, the City has been designated as the delivery agent for the geographic area of "City of London and County of Middlesex";

AND WHEREAS the City and Her Majesty the Queen in right of Ontario, as represented by the Minister of Education ("Ontario") have entered into an agreement ("Provincial Agreement") in which the City agrees to provide services with respect to the *Day Nurseries Act*, which are funded under the *Day Nurseries Act* and/or the *Ministry of Community and Social Services Act*, R.S.O. 1990, c. M.20;

AND WHEREAS subsection 66.1(2) of R.R.O. 1990, Regulation 262 ("Regulation 262") prescribes the services respecting the provision of which the Minister may enter into agreements with delivery agents for the purposes of section 7.2(1) of the *Day Nurseries Act*;

AND WHEREAS subsection 3(2) of the *Day Nurseries Act* provides that the council of a municipality may pass by-laws granting aid to day nurseries, and in subsection 3(3) that a delivery agent may enter into an agreement with the operator of a day nursery for the furnishing of day nursery services for such children as is agreed upon, and the administrator may make expenditures as are necessary for the purpose;

AND WHEREAS subsection 4(1) of the *Day Nurseries Act* provides that the council of a municipality may pass by-laws granting aid to any person providing private-home day care, and in subsection 4(2) that a delivery agent may enter into an agreement with any person for the furnishing of private-home day care, and the administrator may make expenditures as are necessary for that purpose;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Children's Services Wage Enhancement Grant Agreement, substantially in the form attached, to be entered into between The Corporation of the City of London and individuals or corporations who may receive City funding, attached as Schedule 1 to this by-law, is approved and adopted as the standard form for all such agreements.

2. The Managing Director, Neighbourhood, Children and Fire Service as Administrator, *Day Nurseries Act* or her/his respective written designate, is authorized to:

- (i) insert the details into the form of Agreement approved in (1.) above; and
- (ii) approve any amendments to the Agreement as necessary; and
- (iii) to execute the Agreement and any amending agreements.

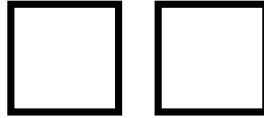
3. This by-law shall come into force and effect on May 1, 2015.

PASSED in Open Council April 28, 2015.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading -
Third reading -



Schedule 1

THIS IS A STANDARD FORM AGREEMENT - TERMS CANNOT BE ALTERED WITHOUT THE APPROVAL OF MUNICIPAL COUNCIL

CHILDREN’S SERVICES WAGE ENHANCEMENT GRANT AGREEMENT

B E T W E E N:

THE CORPORATION OF THE CITY OF LONDON
(hereinafter called “the City”)

and

[insert name of AGENCY]
(hereinafter called the “Agency”)

WHEREAS pursuant to section 2.2 of the *Day Nurseries Act*, R.S.O. 1990 c. D.2 and Ontario Regulation 137/99, the City has been designated as the delivery agent for the geographic area of “City of London and County of Middlesex”;

AND WHEREAS pursuant to section 7.2 of the *Day Nurseries Act*, the Minister of Children and Youth Services and the Minister of Education (or such other member of the Executive Council as may be designated under the *Executive Council Act* to administer the *Day Nurseries Act*) may enter into agreements with municipalities, delivery agents or other persons respecting the provision of prescribed services, and financial assistance to persons who are charged fees in respect of extended day programs;

AND WHEREAS the *Ministry of Community and Social Services Act*, R.S.O. 1990, c. M.20 provides in section 12 that the Minister of Community and Social Services or the Minister of Education (or such other member of the Executive Council as may be designated under the *Executive Council Act* to administer this Act) may enter into agreements with municipalities respecting the provision of social services and community services including items, facilities and personnel relating thereto upon such terms and conditions as may be agreed and he or she may direct out of money appropriated by the Legislature for the payment of such expenditures as are necessary for such purposes;

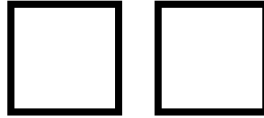
AND WHEREAS subsection 4(1) of the *Day Nurseries Act* provides that the council of a municipality may pass by-laws granting aid to any person providing private-home day care, and in subsection 4(2) that a delivery agent may enter into an agreement with any person for the furnishing of private-home day care, and the administrator may make expenditures as are necessary for that purpose;

AND WHEREAS subsection 3(2) of the *Day Nurseries Act* provides that the council of a municipality may pass by-laws granting aid to day nurseries, and in subsection 3(3) that a delivery agent may enter into an agreement with the operator of a day nursery for the furnishing of day nursery services for such children as is agreed upon, and the administrator may make expenditures as are necessary for the purpose;

AND WHEREAS the City and Her Majesty the Queen in right of Ontario, as represented by the Minister of Education (“Ontario”) have entered into an agreement (“Provincial Agreement”) in which the City agrees to provide services with respect to the *Day Nurseries Act*, which are funded under the *Day Nurseries Act* and/or the *Ministry of Community and Social Services Act*;

AND WHEREAS the Provincial Agreement contains a Schedule outlining the services the Ministry is funding, and includes “Wage Enhancement” in the Schedule with expense names “Child Care Wage Enhancement” and “Home Child Care Enhancement Grant”, with Legislation cited as “*Ministry of Community and Social Services Act*”;

NOW THEREFORE IN CONSIDERATION OF the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Agency hereby agree as follows:



1.0 DEFINITIONS

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

“Administrator” means the person appointed by the City as the administrator under the *Day Nurseries Act*, or their designate;

“City Staff” means the City staff that administer this Agreement for children’s services;

“*Day Nurseries Act*” means the *Day Nurseries Act*, R.S.O. 1990, C. D.2 as amended, and Regulations thereunder, as amended from time to time, and includes any successor legislation including the *Child Care and Early Years Act, 2014*;

“Day Nursery” has the meaning set out in the *Day Nurseries Act*, and if the *Day Nurseries Act* is repealed, shall have the same meaning as “licensed child care” set out in the *Child Care and Early Years Act, 2014*;

“Day Nursery Operator” has the same meaning set out in the *Day Nurseries Act*, and if the *Day Nurseries Act* is repealed, shall mean a person who operates licensed child care as set out in the *Child Care and Early Years Act, 2014*;

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

“Ministry” means the Ministry of Education and/or the Ministry of Children and Youth Services, and their successors;

“Private-Home Day Care” has the meaning set out in the *Day Nurseries Act*, and if the *Day Nurseries Act* is repealed, shall have the same meaning as “home child care” set out in the *Child Care and Early Years Act, 2014*;

“Private-Home Day Care Operator” has the meaning set out in the *Day Nurseries Act*, and if the *Day Nurseries Act* is repealed, shall have the same meaning as “home child care agency” set out in the *Child Care and Early Years Act, 2014*.

“Site” means the location, approved in writing by the Administrator, at which the services are offered, and “Sites” has a corresponding meaning;

1.2 Any word or term not defined in this Agreement that is defined in *the Day Nurseries Act* or its Regulations shall have the meaning ascribed to in *the Day Nurseries Act* or the Regulations.

2.0 SCHEDULES FORMING PART OF AGREEMENT AND SCOPE OF AGREEMENT

2.1 The following Schedules, marked with an "X", form part of this Agreement:

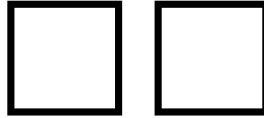
Schedule A: Wage Enhancement Grant Requirements

Schedule B: Home Child Care Enhancement Grant Requirements

and the parties agree that all references in this Agreement to “this Agreement” shall be deemed to include such Schedules.

3.0 TERM

3.1 The Agreement shall be in force from _____, 20____, until it is superseded or replaced by a subsequent agreement or until it is terminated earlier pursuant to the termination provisions in this Agreement.



4.0 THE AGENCY’S OBLIGATIONS

4.1 The Agency agrees to comply with the terms and conditions that correspond with the Schedules A and B marked with an “X” in paragraph 2.1 in accordance with and subject to the terms and conditions set out in the corresponding Schedules.

4.2 DOCUMENTATION

4.2.1 Documentation – Prior to Signing & annually

(1) Prior to signing this Agreement, and annually thereafter as determined by the **Administrator**, the Agency must provide to the City all of the following documentation:

- (a) all certificates of insurance referred to in this Agreement (subparagraph 8.1);
- (b) where the Agency is a corporation:
 - (i) the Articles of Incorporation, Letters Patent and/or the Corporation Profile Report;
 - (ii) a list of the current directors and their mailing addresses;
 - (iii) a list of all signing officers for the corporation;
- (c) where the applicant is a sole proprietorship or partnership, the full name(s) and mailing address(es) of the individual(s) comprising the sole proprietorship or the partnership;
- (d) annual financial statements, or other evidence of financial viability in a form acceptable to the **Administrator**, up to two (2) years prior to this Agreement, where available;
- (e) the operating name, address, phone number and contact information for each Site;

(2) The Agency shall forthwith provide to the City any changes to the information set out in (1) above.

(3) The Agency is not required to provide the documentation set out in (1) above if the Agency has already provided the information to the **Administrator** to the satisfaction of the **Administrator** under a current Children’s Services Funding Agreement.

4.2.2 Documentation - Reports – maintain & provide if requested

(a) The Agency shall maintain the following reports and records, and shall provide them to the City upon the **Administrator’s** request:

- (i) service records respecting each service and program provided by the Agency pursuant to this Agreement for each Site;
- (ii) up-to-date financial records and books of account respecting all funds received by the Agency from the City pursuant to this Agreement, maintained in accordance with generally accepted accounting principles;
- (iii) a financial statement (audited where required by the **Administrator**) and reconciliation report with respect to the services and programs provided by the Agency pursuant to this Agreement; and
- (iv) any other report or record that the **Administrator** or Ministry reasonably requests.

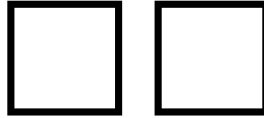
(b) The Agency shall ensure that reports referred to in (a) above are in such form and contain such content as are reasonably required by the **Administrator**.

4.2.3 Retain Records for 7 Years - Review of Agency’s Materials

The Agency shall retain all records and books of account for a period of seven (7) years. The Agency shall permit City Staff at any time during the term of this Agreement and for seven (7) years after its expiry or termination, and during the Agency’s usual business hours, to review all of the Agency’s materials, records and other documents relating to this Agreement provided that the City gives the Agency twenty-four (24) hours’ notice of its intention to do so.

4.3 Consultation

Upon the request of the **Administrator**, the Agency shall ensure that its staff providing services pursuant to this Agreement will be available for consultation with City Staff.



4.4 Use of Funds

The Agency shall use the funds provided by the City pursuant to this Agreement only for the specific purpose for which the funds are provided.

4.5 Refund

Notwithstanding anything in this Agreement, the Agency shall immediately refund to the City any payments made by the City that are in excess of the amount to which the Agency is entitled, whether or not they have been demanded by the **Administrator**. The City, in its sole discretion, may deduct or set off the overpayment from any subsequent monies due to the Agency.

Repayment of Grant

4.6 The City, in its sole discretion, may require the Agency to repay to the City some or all of the grant based upon the City's assessment of the current year's final audited statement provided to the City under this Agreement.

If the Agency uses some or all of the grant funds for purposes other than authorized under this Agreement, the Agency covenants and agrees that it shall return such funds to the City.

If the Agency does not comply with the provisions of this Agreement, the Agency shall be considered in default of this Agreement and all grant funds the City advanced to the Agency shall be deemed to be a loan and shall be immediately due and payable in full upon the written demand of the City.

The City reserves the right to demand interest on any amount owing by the Agency at the then current rate charged by the City on accounts receivable.

The Agency shall return all unexpended grant funds to the City within 90 days termination of the Agreement, unless the City has given prior written approval for such grant funds to be spent on a specific program or activity.

In the event that the City determines that the Agency has failed to meet any of the conditions outlined in this agreement including the attached Schedules for the provision of Wage Enhancement Grant/Home Child Care Enhancement Grant funding, the City may suspend this Agreement and may recover any and all misused funds from the Agency. The City, in its sole discretion, may deduct or set off any overpayment from any other or subsequent monies due to the Agency. Additionally, the City may deem the Agency to be ineligible to receive future Wage Enhancement Grant or Home Child Care Enhancement Grant funding.

4.7 OBSERVANCE OF THE LAW – Human Rights Code

(a) The Agency shall comply with all applicable federal, provincial and municipal legislation, regulations and by-laws, the Guidelines, and the Operating Criteria, including but not limited to the *Ontario Human Rights Code*, the *Occupational Health and Safety Act* and the *Workplace Safety and Insurance Act*.

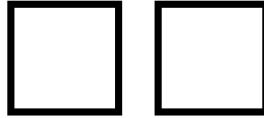
(b) It is a condition of this Agreement and of every agreement entered into pursuant to the performance of this Agreement, that no right under sections 1 or 5 of the *Human Rights Code* will be infringed. Breach of this condition is sufficient grounds for cancellation of this Agreement with no further notice required.

4.8 Notification if Change in Ownership

The Agency shall notify the **Administrator** of any pending sale of assets or transfer of the majority of shares at least 90 days prior to such sale or transfer.

5.0 THE CITY'S OBLIGATIONS

5. PAYMENT



- 5.1 Wage Enhancement Grant/Home Child Care Enhancement Grant Funding
 If, in the Administrator's sole discretion, the Administrator determines that the Agency meets the conditions set out in this Agreement, the City may provide a grant.

Any funds will be provided monthly via electronic funds transfer, or in any other manner determined by the **Administrator**.

- 5.2 No Payments If Not Eligible for Cost Sharing with Ministry
 Notwithstanding anything in this Agreement, the City will not make payments to the Agency under this Agreement if such payments are not eligible for cost-sharing or full funding from the Ministry pursuant to the *Day Nurseries Act* or other applicable legislation, unless such payments have been approved by City Council.

6.0 THE AGENCY'S CONTRACTUAL STATUS

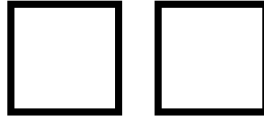
- 6.1 The Agency acknowledges and agrees this Agreement shall in no way be deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that the Agency nor any person employed by or associated with the Agency (including but not limited to its agents, officers, subcontractors) is an employee of, or has an employment relationship of any kind with the City or is in any way entitled to employment benefits of any kind whatsoever from the City whether under internal policies and programs of the City, the *Income Tax Act*, R.S.C. 1985 c.1 (1st Supp); the *Canada Pension 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; the *Health Insurance Act*, R.S.O. 1990, c.H.6; or any other employment related legislation, all as may be amended from time to time, or otherwise.
- 6.2 Notwithstanding paragraph 6.1 above, it is the sole and exclusive responsibility of the Agency 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.

7.0 REPRESENTATIONS AND WARRANTIES OF THE AGENCY

- 7.1 The Agency represents and warrants to the City (and acknowledges that the City is relying thereon) that:
- (a) the Agency, if holding itself out as a corporation, is a corporation duly incorporated under the laws of Ontario and is in compliance with all requirements imposed by such laws;
 - (b) the Agency has all necessary power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement;
 - (c) the execution and delivery of this Agreement and the consummation of the transactions contemplated under it have been duly authorized by all necessary action and on the part of the Agency; and
 - (d) this Agreement constitutes a valid and binding obligation of the Agency in accordance with the terms of this Agreement.
- 7.2 The Agency covenants and agrees that the Agency shall use the grant solely for the purposes set out in the Schedule and for no other purpose.

8.0. INSURANCE

- 8.1 The Agency undertakes and agrees that throughout the term of this Agreement, the Agency shall maintain:
- a) General liability insurance on an occurrence basis for an amount of not less than Five Million Dollars (\$5,000,000) to cover any liability resulting from anything done or omitted



by the Agency or its employees, agents or participants, with respect to the services it provides and shall include the City as an additional insured, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses and further this policy will not contain any exclusion of coverage relating to physical, sexual or emotional abuse claimed against the Agency;

- b) In addition, the Agency shall furnish the City with evidence of a blanket position insurance policy or equivalent fidelity bond in the amount determined in the sole discretion of the City's Manager III, Risk Management from time to time;
- c) The Agency shall submit prior to signing this agreement and thereafter on an annual basis, and prior to insurance expiry, a completed standard Insurance Certificate (Form #0788), which provides for a minimum of thirty (30) days' notice in advance of cancellation of such insurance; and
- d) Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.

8.2 The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require; failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement by the Agency.

9.0 INDEMNITY

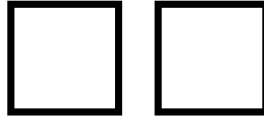
- 9.1 The Agency undertakes and agrees to defend and indemnify the City and hold the City harmless, at the Agency's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of:
- (a) any breach of this Agreement by any of the Agency, the Agency's employees, any subcontractor of the Agency, or persons for whom the Agency is at law responsible;
 - (b) any loss or misuse of funds held by the Agency, the Agency's employees, subcontractor of the Agency, or persons for whom the Agency is at law responsible, under this Agreement;
 - (c) the acts or omissions of the Agency, the Agency's employees, subcontractor of the Agency, or any person for whom the Agency is at law responsible in performing the services or otherwise carrying on the Agency's business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties;
 - (d) any claim or finding that any of the Agency, the Agency's employees, subcontractor of the Agency, or persons for whom the Agency is at law responsible are employees of, or are in any employment relationship with, the City or are entitled to any Employment Benefits of any kind; and,
 - (e) any liability on the part of the City, under the *Income Tax Act* (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City, from Agency: Agency's employees or others for whom Agency is at law responsible in connection with the performance of services or otherwise in connection with Agency's business.

10.0 NOTICE

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

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

Manager III, Children's Services	City Clerk
The Corporation of the City of London	The Corporation of the City of London



Neighbourhood, Children and Fire Services
Market Tower
151 Dundas St
London ON N6A 5R7

Legal and Corporate Services
300 Dufferin Avenue
London, ON, N6A 4L9

(b) where the Agency is the intended recipient;
Agency Legal Name [insert]

Address [insert]

Attention: [insert]

or to such other addresses as the parties may from time to time notify in writing, and any demand or notice so made or given shall be deemed to have been properly made or given and received on the day on which it shall have been so delivered or, if mailed, then, in the absence of any interruption in postal service in the City of London affecting the delivery or handling thereof, on the day following three (3) clear business days following the date of mailing.

11.0. **TERMINATION**

11.1 Termination on 60 Days' Notice

(a) Either party may at any time terminate this Agreement in whole or in part (including with respect to one or more Sites), without penalty or cause, by giving a minimum of 60 days' written notice to the other party and in the event the Agreement is terminated in part, the remainder of the Agreement, if capable of performance, shall continue in full force and effect.

Termination On Breach

(b) If the Agency is in breach of this Agreement, the City may terminate this Agreement in whole or in part (including with respect to one or more Sites) immediately and without having to provide notice of same. The City shall give written notice to the Agency of the termination as soon as reasonably possible.

Termination as a Result of Ministry

(c) Notwithstanding anything to the contrary in this Agreement, in the event that:

- (i) the Ministry at any time during the term of this Agreement revokes the designation of the City as a delivery agent; or
- (ii) the Ministry at any time during the term of this Agreement reduces or terminates funding to the City under the *Day Nurseries Act* or other applicable legislation;

this Agreement may immediately be terminated in whole or in part (including with respect to one or more Sites) and the City shall not in any way be liable to the Agency.

Termination as a Result of Transfer Shares/Assets

(d) Notwithstanding anything to the contrary in this Agreement, in the event that the Agency, if it is a corporation:

- (i) transfers the majority of its issued shares in the capital stock, or
- (ii) transfers, issues or divides any shares of the corporation or of any affiliated corporation of the corporation sufficient to transfer control to others than the then present shareholders of the corporation occurs, or
- (iii) sells the assets and liabilities of the corporation,

this Agreement shall immediately be terminated and the City shall not in any way be liable to the Agency.

Upon Termination

(e) Upon termination of this Agreement in whole or in part (including with respect to one or more Sites), the Agency shall forthwith reimburse to the City any monies advanced by the City which are not expended in accordance with this Agreement.

12.0 **CONFIDENTIALITY**



12.1 The Agency, its directors, officers, employees, agents and volunteers, will hold confidential and will not disclose or release to any person other than the City 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 services without first 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. Where the Agency is a municipality or other such institution as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended, the provisions of such Act with respect to the disclosure or release of information will apply.

12.2 Freedom of Information

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

13.0 Conflict of Interest

13.1 Should the Agency have or acquire any direct or indirect pecuniary interest in any matter with the City, apart from this Agreement, the Agency shall forthwith disclose its interest to the Administrator. The City shall have the exclusive right to terminate funding should the Agency have a conflict of interest.

14.0 ELECTRONIC COMMUNICATIONS

14.1 Both parties consent to electronic communication as between each of them with respect to services under this Agreement.

15.0 GENERAL PROVISIONS

15.1 Partial Severability

If any part of this Agreement is rendered invalid or illegal, the remainder of the agreement continues to apply.

15.2 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, arrangements, letters of intent, understandings, negotiations and discussions, whether oral or written, of the parties, with respect to the subject matter of this Agreement. The execution of this Agreement has not been induced by, nor do any of the parties rely upon or regard as material, any representations not included in this Agreement.

15.3 Assignment

Neither this Agreement nor any part or interest may be assigned, subcontracted or otherwise transferred by the Agency without the prior written consent of the City, which consent may be unreasonably withheld.

15.4 Execution

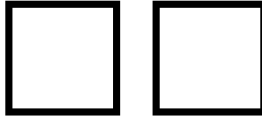
The Agency acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

15.5 Waiver

A waiver of any failure to comply with any term of this Agreement must be written and signed by the party providing the waiver. Each waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

15.6 Circumstances Beyond the Control of Either Party

Neither party shall be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the parties including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.



15.7 Survival

All representations and warranties and obligations of confidentiality and indemnification and the reporting requirements pursuant to this Agreement shall survive termination or expiry of this Agreement.

15.8 Laws of Ontario

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

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

SIGNED, SEALED AND DELIVERED:

THE CORPORATION OF THE CITY OF LONDON

Date: _____

Date: _____

[insert NAME OF AGENCY]

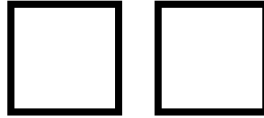
Date: _____

Signature*
Print Name:
Title:

Date: _____

Signature*
Print Name:
Title:

*I/We have authority to bind the Corporation.
[Witness required where Agency is not a corporation]



Schedule A

Wage Enhancement Grant Requirements

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

1.0 Purpose of the Wage Enhancement Grant Funding

1.1 The purpose of the Wage Enhancement Grant Funding is to support a wage increase of up to \$1 per hour plus 17.5 percent benefits for:

- Eligible Registered Early Childhood Educators (RECEs) and other eligible child care program staff working for licensed child care centres (Day Nursery); and
- Home Visitors working for licensed Private-Home Day Care Operators.

2.0 Wage Enhancement Grant Eligibility Criteria

2.1 Centre-Based Child Care and Home Child Care Visitor Positions:

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

- Existed in a Licensed Child Care centre or Private-Home Day Care Operator between January 1, 2014 and October 31, 2014;
- Has an associated wage of less than \$25.27 per hour;
- Is categorized as a child care supervisor, RECE, home child care visitor, or can be otherwise counted toward adult to child ratios under the *Day Nurseries Act* (DNA);
- Supplementary program staff positions that are in place to maintain lower adult-child ratios than required under the DNA may also be eligible for Wage Enhancement Grant Funding.

2.2 Partial Wage Enhancement

- Where an eligible centre-based or Home Visitor position has an associated wage rate that is between \$25.27 and \$26.27 per hour, as of October 31, 2014, that position may be eligible for partial Wage Enhancement Grant Funding. The partial Wage Enhancement Grant Funding may increase the wage of the qualifying position to \$26.27 per hour without exceeding the cap.

2.3 Ineligible Positions (Non-Program Staff)

- Cook, custodial and other non-program staff positions are not eligible for Wage Enhancement Grant Funding.
- Special Needs Resource funded resource teachers/consultants and supplemental staff are not eligible for Wage Enhancement Grant Funding.
- 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 Wage Enhancement Grant Funding equal to the proportion of their time used to support ratio requirements.

3.0 Wage Enhancement Grant Application Process

3.1 The licensed Day Nursery Operator and/or Private-Home Day Care Operator is required to submit an application for Wage Enhancement Grant Funding on a City-approved form and using a process approved by the **Administrator**.

3.2 Applications for Wage Enhancement Grant must be received by the **Administrator** no later than June 30th for consideration of funding within the calendar year. Applications received after June 30th will not be considered.

3.3 No Wage Enhancement Grant Funding will be provided if the application is incomplete, inaccurate, filed late or if the Children's Services Wage Enhancement Grant Agreement has not been fully executed by both parties.

3.4 Once the Application has been received and approved by the **Administrator**, the **Administrator** will advise the licensed Day Nursery Operator and/or Private-Home Day Care Operator in writing as to the amount and frequency of the Wage Enhancement



Grant Funding they will receive, if any.

4.0 Restrictions on the Use of Wage Enhancement Grant Funding by the Agency

- 4.1 The Agency must give the Wage Enhancement Grant Funding solely to eligible staff to increase wages. The Agency shall not spend it on any other child care program expenses.
- 4.2 The Agency shall not use Wage Enhancement Grant Funding to fund overtime pay.
- 4.3 The Agency shall pay the Wage Enhancement Grant Funding to eligible staff in addition to their standard wage rate as of January 1st, 2015.
- 4.4 The Agency as a licensed Day Nursery Operator and/or Private-Home Day Care Operator is not permitted to substitute payments previously provided to staff with Wage Enhancement Grant Funding.
- 4.5 The Agency shall not exceed an hourly wage increase of \$1.00 plus 17.5 percent mandatory benefit using Wage Enhancement Grant Funding.
- 4.6 The Agency shall not use Wage Enhancement Grant Funding to support child care centre expansion or to reduce fees.
- 4.7 The Agency agrees that any Wage Enhancement Grant Funding that it does not use for the intended purposes shall be recovered from the Agency by the **Administrator**.

5.0 Operator Accountability and Reporting Requirements

- 5.1 The Agency must clearly indicate on staff paycheques the portion of funding that is being provided through the Wage Enhancement Grant labelled as "**Provincial child care wage enhancement**".
- 5.2 As and when requested by the **Administrator**, the Agency shall report to the City the following service data and financial information:
 - Number of Registered Early Childhood Educators Full Time Equivalent (FTEs) receiving a full wage enhancement;
 - Number of Supervisor FTEs receiving a full wage enhancement;
 - Number of other program FTEs receiving a full wage enhancement;
 - Number of Registered Early Childhood Educators FTEs receiving a partial wage enhancement;
 - Number of Supervisor FTEs receiving a partial wage enhancement;
 - Number of other program FTEs receiving a partial wage enhancement;
 - Number of Home Visitor FTEs receiving a full wage enhancement;
 - Number of Home Visitor FTEs receiving a partial wage enhancement; and
 - Number of licenced child care programs receiving wage enhancement
 - Total Wage Enhancement Grant Funding paid to fully eligible positions, separated into wages and benefits;
 - Total Wage Enhancement Grant Funding paid to partially eligible positions, separated into wages and benefits.
- 5.3 At its sole discretion, the **Administrator** may request additional service data and financial information of the Agency, and the Agency is required to report the requested information.
- 5.4 As and when requested by the **Administrator** the Agency shall submit to the **Administrator** a statement signed by a designated Signing Officer which attests that 100% of the Wage Enhancement Grant Funding was provided directly to eligible child care staff for wages and benefits as per this Agreement and that no portion of the Wage Enhancement Grant Funding was used for any other purpose.
- 5.5 As and when requested by the **Administrator** the Agency shall submit to the **Administrator** a report reconciling the amount of Wage Enhancement Grant Funding provided with actual expenditures. This report is subject to audit by the **Administrator** at the Administrator's sole discretion.



Schedule B
Home Child Care Enhancement Grant Requirements

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

1.0 Purpose of the Licensed Home Child Care Enhancement Grant Funding

1.1 The purpose of the Home Child Care Enhancement Grant Funding is to support an increase of up to \$10 per day for licensed Private-Home Day Care providers contracted with a licensed Private-Home Day Care Operator.

2.0 Home Child Care Enhancement Grant Funding Eligibility Criteria

2.1 In order to be eligible to receive the full Home Child Care Enhancement Grant of \$10 per day, Private-Home Day Care providers must:

- Hold a contract with a licensed Private-Home Day Care Operator between January 1, 2014 and October 31, 2014;
- Serve the equivalent of two full-time children enrolled in their program who have been assigned to them by a licensed Private-Home Day Care Operator;
- Receive less than \$252.70 per day in fees from their licensed Private-Home Day Care Operator; and
- Be actively serving licensed Private-Home Day Care Operator provided children.

2.2 If a Private-Home Day Care provider does not qualify for the full Home Child Care Enhancement Grant because they serve less than the equivalent of two full-time children assigned to them by their licensed Private-Home Day Care Operator, they might still qualify for a partial Home Child Care Enhancement Grant of \$5 per day if they:

- Are regulated through a licensed Private-Home Day Care Operator as of October 31, 2014;
- Serve less than two full-time equivalent children, assigned to them by a licensed Private-Home Day Care Operator;
- Receive less than \$126.35 per day in fees from their licensed Private-Home Day Care Operator; and
- Are actively serving licensed Private-Home Day Care Operator provided children.

2.3 If at any point a Private-Home Day Care provider stops serving Operator placed children the Private-Home Day Care Operator must terminate the transfer of Home Child Care Enhancement Grant funds to the provider.

3.0 Home Child Care Enhancement Grant Funding Application

3.1 The Private-Home Day Care Operator is required to submit an application for Home Child Care Enhancement Grant Funding on a City-approved form and using a process approved by the **Administrator**.

3.2 Applications for Home Child Care Enhancement Grant must be received by the **Administrator** no later than June 30th for consideration of funding within the calendar year. Applications received after June 30th will not be considered.

3.3 No Home Child Care Enhancement Grant Funding will be provided if the application is incomplete, inaccurate, filed late or if the Children's Services Wage Enhancement Grant Agreement has not been fully executed by both parties.

3.4 Once the Application has been received and approved by the **Administrator**, the Administrator will advise the Private-Home Day Care Operator in writing as to the amount and frequency of the Home Child Care Enhancement Grant Funding they will receive, if any.

4.0 Restrictions on the Use of Home Child Care Enhancement Grant Funding



- 4.1 The Agency must give the Licensed Home Child Care Enhancement Grant Funding solely to eligible contracted Private-Home Day Care providers to increase transfer payments. The Agency shall not spend it on any other licensed Private-Home Child Care Operator expenses.
- 4.2 Both full time and relief contracted Private-Home Day Care providers may be eligible for the Home Child Care Enhancement Grant Funding.
- 4.3 A contracted Private-Home Day Care provider may be eligible for Home Child Care Enhancement Funding for weekend services and for statutory holidays where services are provided.
- 4.4 The Agency shall ensure Home Child Care Enhancement Grant Funding is not used to fund overtime pay.
- 4.5 The Agency shall ensure that the Home Child Care Enhancement Grant Funding allocation to a contracted home child care provider does not exceed \$10.00 per day in those situations where the Private-Home Day Care provider is eligible for full Home Child Care Enhancement Grant Funding.

The Agency shall ensure that the Home Child Care Enhancement Grant Funding allocation to a contracted home child care provider does not exceed \$5.00 per day in those situations where the Private-Home Day Care provider is eligible for partial Home Child Care Enhancement Grant Funding.

- 4.6 The Agency shall ensure that Home Child Care Enhancement Grant Funding is not used to reduce fees or to support system expansion.
- 4.7 The Agency shall ensure that Home Child Care Enhancement Grant Funding is transferred to contracted Private-Home Day Care providers in addition to their standard fee transfer amount as of January 1st, 2015.
- 4.8 The Agency shall not substitute payments previously provided to contracted Private-Home Day Care providers with Home Child Care Enhancement Funding.
- 4.9 The Agency agrees that any Home Child Care Enhancement Grant Funding that is not used for the intended purposes will be recovered from the Agency by the **Administrator**.

5.0 Operator Accountability and Reporting Requirements

- 5.1 The Agency shall clearly indicate on private home child care provider fee transfers the portion of funding that is being provided through the Home Child Care Enhancement Grant labelled as "***Provincial home child care enhancement grant***".
- 5.2 As and when requested by the **Administrator** the Agency shall report to the City the following service data and financial information:
 - Number of private home child care providers receiving a full Home Child Care Enhancement Grant;
 - Number of private home child care providers receiving a partial Home Child Care Enhancement Grant;
 - Total Home Child Care Enhancement Grant Funding paid to fully eligible private-home child care providers; and
 - Total Home Child Care Enhancement Grant Funding paid to partially eligible private-home child care providers.
- 5.3 At its sole discretion, the **Administrator** may request additional service data and financial information, and the Agency shall report the requested information to the **Administrator** forthwith.
- 5.4 As and when requested by the **Administrator** the Agency is required to submit to the **Administrator** a statement signed by a designated Signing Officer which attests that



100% of the Home Child Care Enhancement Grant Funding was provided directly to eligible Private-Home Day Care providers as per this Agreement and that no portion of the Home Child Care Enhancement Grant Funding was used for any other purpose.

5.5 As and when requested by the **Administrator** the Agency is required to submit a report reconciling the amount of Home Child Care Enhancement Grant Funding provided with actual expenditures. This report is subject to audit by the **Administrator** at the **Administrator's** sole discretion.