



REQUEST FOR EXPRESSIONS OF INTEREST

**FAMILY CENTRE
ARGYLE LEAD
AGENCY**



Details. _____

Issue Date:

February 9, 2022

Submission Deadline:

February 23, 2022

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Introduction

The City of London (the City), through London's Child and Youth Network, is requesting Expressions of Interest from interested and qualified organizations (Proponents) that:

- Are members of the Child and Youth Network (CYN);
- Share the Values and Principles of the Family-Centred Service System (FCSS); and
- Are interested in being the Lead Agency for Family Centre Argyle at 1990 Royal Crescent in London.

Background

The FCSS is one of four strategic priorities intended to achieve London's Child and Youth Network's vision of *"happy, healthy children and youth today; caring, creative responsible adults tomorrow"*. The CYN's vision for family-centred service is that "In every London neighbourhood residents will open a single door to multiple opportunities that support children and families in achieving their full potential. These opportunities will be identified by the neighbourhood and implemented according to evidence – informed best practices using an integrative, inclusive holistic approach". The FCSS strategy to develop seamless and integrated services that are accessible to families in every neighbourhood through a "single door to all opportunities" grew out of the families' stories that the service system was difficult to navigate; that they had to travel all over town and tell their stories too many times to access services; and that once they found what they were looking for, they often had to wait to receive services.

The FCSS approach is to improve outcomes for families by creating change through culture shift using a "collective impact" framework. The FCSS Theory of Change emphasizes collaboration between community partners and residents; inter-professional practice among service providers; the integration of services; and the establishment of neighbourhood Family Centres as mechanisms to improve access to services and supports. At the core of the FCSS strategy is the belief that change has to happen at both the neighbourhood and the system level if it is to have a real impact for families.

FCSS organizations have been working together to establish a more family-centred service system since 2009. An independent Impact Assessment conducted in 2014 identified that, as a result of the system and neighbourhood level collaborative work that has taken place, families find accessing services significantly easier when accessing them through Family Centres: they had a more consistent and positive experience and are more informed about the services that are available to them.

Family Centres are easily-identifiable neighbourhood spaces attached to schools where families can access a full range of services to help them be successful in all areas of their lives. Instead of families having to go to multiple agencies or organizations across

London to receive services, Family Centres provide services to families in an integrated, accessible, and family friendly way. However, research has shown that simply putting up a building is not enough; Family Centres succeed in helping families because service providers work together to build an integrated service system.

In the past twelve years, eight neighbourhood Family Centres have been established in key London neighbourhoods. In all of these locations a single Lead Agency model and has been used to lead the Family Centre.

The Opportunity

The Lead Agency for Family Centre Argyle will work collaboratively with families living, working, and playing in the Argyle Catchment Area (Attachment A) and neighbourhood organizations, businesses, associations, and service providers. The Lead Agency will work with these stakeholders to develop a Family Centre that follows the common framework identified by the FCSS Governance Committee, adapted as appropriate to meet the unique character and needs in the Argyle Catchment Area. The Lead Agency will support the implementation of the FCSS vision and facilitate its alignment with the Ministry of Education's vision for seamless, integrated early years services. The Lead Agency will support the administrative functions of running the location with multiple service providers and resident groups, and will facilitate a collaborative leadership table with families and partners.

Responsibilities of a Lead Agency

The responsibilities of a Lead Agency are organized into the following categories:

1. Thames Valley District School Board (TVDSB) Lease Agreement Terms and Conditions
2. EarlyON Child and Family Centre Programming Requirements
3. Family Centre Management and Core Functions

TVDSB Lease Agreement

The successful Proponent will be required to enter into a lease agreement with the TVDSB for the use of the Family Centre Argyle premises at 1990 Royal Crescent in London. The Proponent's obligations within the TVDSB lease agreement are fully outlined in the Child and Family Support Programs Space Lease Agreement (Attachment C), including:

- Agreement Term
- Payment of Rent
- Use of Premises
- Conduct of Operations

- Hours of Operation
- Proof of Insurance
- Access of Premises
- Staffing

EarlyON Child and Family Centre Programming

The successful Proponent will be required to enter into a Master Funding Agreement (Attachment B) with the City of London to deliver, either directly or through a third-party organization agreement, EarlyON Child and Family Centre programming and supports for children aged 0-6 and their parents/caregivers. To achieve the intended goals and outcomes of EarlyON Child and Family Centres, the City of London, as the Service System Manager, has identified the following requirements for the management of EarlyON programming within Family Centres:

- Make every reasonable effort to take a schools-first approach in alignment with other child care and early years initiatives whenever possible, including locating physical program space within schools, and encouraging the integration of Child and Family Centres and school communities;
- Manage physical program sites where children, parents and caregivers can participate in child and family programs and services in-person. Centres may be located within schools or community buildings, or may stand alone;
- Offer a minimum of 15 programming hours per week of centre-based core services year-round over five days per week, including leveraging other service delivery options such as outdoor, mobile, phone, and/or virtual programs and services to meet the unique needs of families in their communities;
- Offer centre-based weekend hours at a minimum of once per month;
- Consider offering evening services to expand access to working parents and care givers; and,
- Identify the location(s) where EarlyON core services are being operated.

EarlyON Core Services

The Ministry of Education has identified three core functions that must be offered to families at EarlyON Child and Family Centres. These core services include:

1. Engaging Parents and Caregivers

EarlyON Child and Family Centres must actively work to develop programs that cultivate authentic, caring relationships and connections that create a sense of belonging. This means that wherever possible, engagement with parents and caregivers should occur with children present. Engaging with parents and caregivers also includes:

- Inviting conversations and information sharing about children’s interests, child development, parenting, nutrition, play and inquiry-based learning, and other topics that supports their relationship with their child(ren).
- Providing targeted outreach opportunities that are responsive to community needs. This includes connecting with parents and caregivers who could benefit from EarlyON Child and Family Centre programs and services but are not currently accessing services for a variety of reasons.
- Collaborate with other support programs to enhance parent and caregiver well-being, enrich adult-child relationships, and to support parents and caregivers in their role(s).

2. Making Connections for Families

EarlyON Child and Family Centres must continuously look for opportunities to facilitate stronger relationships within their local community and assist parents and caregivers in accessing services and supports that respond to a family’s unique needs. This includes:

- Ensuring EarlyON Child and Family Centre staff have relationships with community partners and an in-depth knowledge of community resources to allow for seamless transitions (warm hand-offs) for families who may benefit from access to specialized or other services.
- Responding to a parent/caregiver concern about their child’s development through conversations and observations. In some cases, staff may direct parents/caregivers to seek additional supports from primary care or other regulated health professionals.
- Sharing information and facilitating connections with specialized community services (such as children’s rehabilitation services), coordinated service planning, public health, education, child care, and child welfare, as appropriate.
- Providing information about programs and services available for the whole family beyond the early years.

3. Supporting Early Learning and Development

EarlyON Child and Family Centres must offer drop-in programs and other programs and services that promote responsive adult-child relationships, encourage children’s exploration, and promote play and inquiry, based on the pedagogy in [How Does Learning Happen](#). Early learning and development programs are most effective when the context for learning is foregrounded in relationships and focused on supporting the development of strategies, dispositions, and skills for lifelong learning through play and inquiry.

As a Family Centre Lead Agency, the Proponent will be required to ensure the following is present at Family Centre Argyle:

Common Experience

The Vision and Objective Statements for the FCSS establish the expectation that all children, youth, and parents are able to access the same level of support regardless of the neighbourhood in which they live. The concept of a “[Common Experience](#)” is defined by the following four fundamental principles:

- Locations should be readily identifiable and accessible, and should have similar facilities regardless of the neighbourhood in which they were situated
- Each location should offer the same spectrum of programs and services so that families seeking support would not have to move from location to location to access services. These “Core Functions” could be supplemented, but not replaced, by additional programs and services specific to the needs of the families in that neighbourhood
- Although programs and services may be provided or facilitated by different organizations across the network, there should be consistency in the expected outcomes for each program or service, and in the qualifications of the individuals that deliver the program
- Everyone accessing a Family Centre should experience a welcoming, non-judgmental reception each time they attend and at each location they visit

Consistent, Identifiable and Accessible Locations

To meet this first principle of a common experience, the Family-Centred Service System endorsed the notion that all Family Centres should contain similar types of facilities (refer to Family Centre Argyle Floorplan in Attachment C). These facilities include, but are not limited to:

- A welcoming reception area
- An accessible kitchen
- An EarlyON multi-purpose Room
- A community multi-purpose room
- Spaces for one-on-one conversations (i.e. Health Checks, counselling)
- Offices
- Inter-professional work spaces

Core Functions

The principle that families in every neighbourhood should have the same type of programs and services in their Family Centre is met through the concept of Core Functions. Each Family Centre is required to provide programs and services as follows:

- Parenting and Early Learning Programs (e.g. Parenting Attachment Programs, Play Groups or Language Development Programs)
- Education, Early Childhood Education and Child Care (e.g. Centre-based Licensed Child Care, Licensed Non-traditional Hours Care, etc.)
- Public Health and Wellness (e.g. Pre-natal Support, Post-natal or Early Screening & Assessment)
- Recreation, Sports and Leisure (e.g. Physical Activity Programming, Arts/Culture Programming, etc.)
- Referral, Resources, Information and Awareness (e.g. Child Care Fee Subsidy Access, Family Literacy, Basic Needs Supports, Children’s Mental Health Service Referral, etc.)

The specifics of how this requirement is met, and the inclusion of supplemental neighbourhood-driven non-core functions, is determined through a Neighbourhood Service Plan developed by the partners at each Family Centre using an Inter-Professional Community of Practice [methodology](#).

Consistently High-Quality Programs and Services

In addition to requiring that each Family Centre offers the full spectrum of Core Functions and EarlyON Core Services, the FCSS established the expectation that the quality of the programs and services be consistently high across the network. To achieve this, the FCSS endorsed the following:

- Programs and services that are similar in nature should have the same Outcomes even if the method by which they are delivered is different. For example, parents attending an EarlyON drop-in program should expect that the purpose or outcome of their participation would be the same regardless of the Family Centre they attend. Although the method of delivery of the program or service could be modified to reflect cultural or language differences, parents should expect that the learning outcomes for themselves or their children are the same regardless of where they attend the program
- Programs and services should be delivered or facilitated by appropriately qualified professionals. For example, a qualified speech pathologist would provide speech pathology

Community Connectors

The principle that each child, youth, and parent is welcomed and supported in a friendly, non-judgemental manner is established using Community Connectors who have a shared philosophy of Intentional Connectivity. The Proponent will need to ensure that at least one Community Connector is present during Family Centre operating hours and that the endorsed Community Connector Competencies and Related Indicators are met, as outlined in Appendix D.

Neighbourhood Service Planning

The second major area of responsibility of the Lead Agency, and one of the most complex, is the development of a “Neighbourhood Service Plan”. At its simplest, the Neighbourhood Service Plan:

- Listens to the families in the neighbourhood to identify the Core and Non-Core Functions that are to be available at the Family Centre (or linked to in the surrounding neighbourhood)
- Identifies who is going to deliver these programs, services and functions, including the associated financial contribution
- Describes how the relationship between the Lead Agency and the Service Delivery Partners and amongst the Service Delivery Partners will operate

Although each Neighbourhood Service Plan reflects the uniqueness of each Family Centre neighbourhood, each plan is created using a consistent framework endorsed by the FCSS. By applying this framework consistently, each Neighbourhood Service Plan represents the unique needs of each neighbourhood while ensuring that the Family-Centred Service System’s vision, principles and Core Functions are maintained.

Benefits to Being a Lead Agency

Organizations that are Lead Agencies identify several benefits to their organizations including:

- Opportunity to demonstrate leadership
- Opportunity to be creative and innovative
- Newly created opportunities for leadership within their organizations
- Sense of accomplishment
- Opportunity to develop strong relationships with school board partners
- Opportunity to work with a wide range of community partners with a range of expertise
- A responsive and reliable landlord/tenant relationship

Supports Available to Lead Agencies

- CYN backbone resources - ongoing support from CYN backbone staff to support a systemic approach to implementing Family Centres
- FCSS Governance Committee – bi-monthly committee meetings to support a systematic approach to Family Centres and the creation of a more family-centred service system

- Lead Agency Table – a bi-monthly meeting of lead agencies to share best practices and support
- Collaborative Leadership Model – a committed community of residents and service providers who share responsibility and ownership of achieving the vision of the FCSS
- Base EarlyON and Family Centre funding – provincial and municipal funding provided according to an endorsed funding model designed to allow the Lead Agency to deliver and/or contract Family Centre services in the neighbourhood

Information Session for Interested Proponents

- A joint information session with representatives from the City of London, TVDSB, and the FCSS Governance Committee will be hosted virtually on Thursday, February 17th from 3-4pm
 - Please email cblain@london.ca by no later than February 17th at noon to express your interest in this opportunity and to receive secure log-in details
- The session will consist of a brief overview of the Family-Centred Service System Strategy, the role of the Lead Agency, expectations of the lease agreement, and an opportunity for questions
- There is an opportunity to submit questions to cblain@london.ca by 4:30 pm on Tuesday, February 15th. All questions and responses will be posted by Thursday, February 17th, at <https://www.londoncyn.ca/resources?tid=23>

Submission Requirements

Mandatory Requirements

- a) Ability to meet the lease agreement requirements of the Thames Valley District School Board (Attachment C)
- b) Ability to meet the City of London's administrative requirements for contracted EarlyON Child and Family Centre agencies (Attachment B)
- c) Knowledge of the pedagogical approach identified in [*"How Does Learning Happen?"*](#)- *Ontario's pedagogy for the early years.*

Commitment to the Neighbourhood – 30% (*maximum of 250 words*)

- Please describe your organization's expertise with using a Community Development Approach to support, create, and implement programming that support the needs of the community.
- Please describe your organization's experience in designing programs and services that embrace and build on neighbourhood strengths, address identified gaps and meet unique needs on an ongoing basis.

Ability to Work Collaboratively – 25% (*maximum of 500 words*)

- How has your organization demonstrated its commitment to a collaborative approach, working with other service providers and the community?
- How will you work collaboratively with FCSS partners to create a seamless integration of services?
- Briefly describe your organization's plan and timeline to ensure a smooth transition to Lead Agency of Family Centre Argyle. Please highlight how this plan will include collaboration with school administration, service providers, and families within the Argyle Catchment Area.

Commitment to CYN and FCSS – 20% (*maximum of 250 words*)

- How are your organization's service(s) relevant to this opportunity?
- Please describe your organization's past and current involvement in working collaboratively with the CYN.
- How will you demonstrate your commitment to the Family-Centred Service System's Values and Principles as a Lead Agency?
- Please describe your organization's commitment to diversity, equity, and inclusion.

Range of Services – 15% (*maximum of 250 words*)

- Describe your organization's mission statement.
- Provide brief history of your organization.
- Describe your organization's current programs and services, and overall organizational structure.
- Provide information on any awards, successes and relevant impact statistics.
- Does your organization have experience partnering with other organizations or contracting out services for the delivery of programming?

Financial Stability – 10% (*maximum of 250 words*)

- Please provide a copy of your organization's most recent audited financial statements.
- What is your organization's plan to support the provision of programs and

- services, in-kind provision of personnel, equipment and/or resources towards the operation of Family Centre Argyle? Beyond the City of London and EarlyON Provincial funding to support the Family Centre, how will your organization repurpose or leverage a portion of their finances and/or resources and direct them to Centre operations?

Evaluation Team

Submissions will be evaluated by an evaluation team with representation from:

- The City of London's Child Care and Early Years Team
- The Family-Centred Service System Chair
- The City of London's Purchasing and Supply Team
- Thames Valley District School Board
- Merrymount Children's Services
- The Family-Centred Service System Governance Committee

By responding to this EOI, Proponents acknowledge that the evaluation team is solely responsible for recommending the Successful Proponent.

Evaluation Process

Each submission will be evaluated by the Evaluation Team on the basis of the information provided by the Proponent. Submissions will be reviewed to assess compliance with the mandatory requirements and a score will be provided out of 100 for meeting the evaluation requirements set out in this EOI. Evaluation results will be the property of the City.

After receipt of the submissions, the City may request clarification to further understand information provided in the submission.

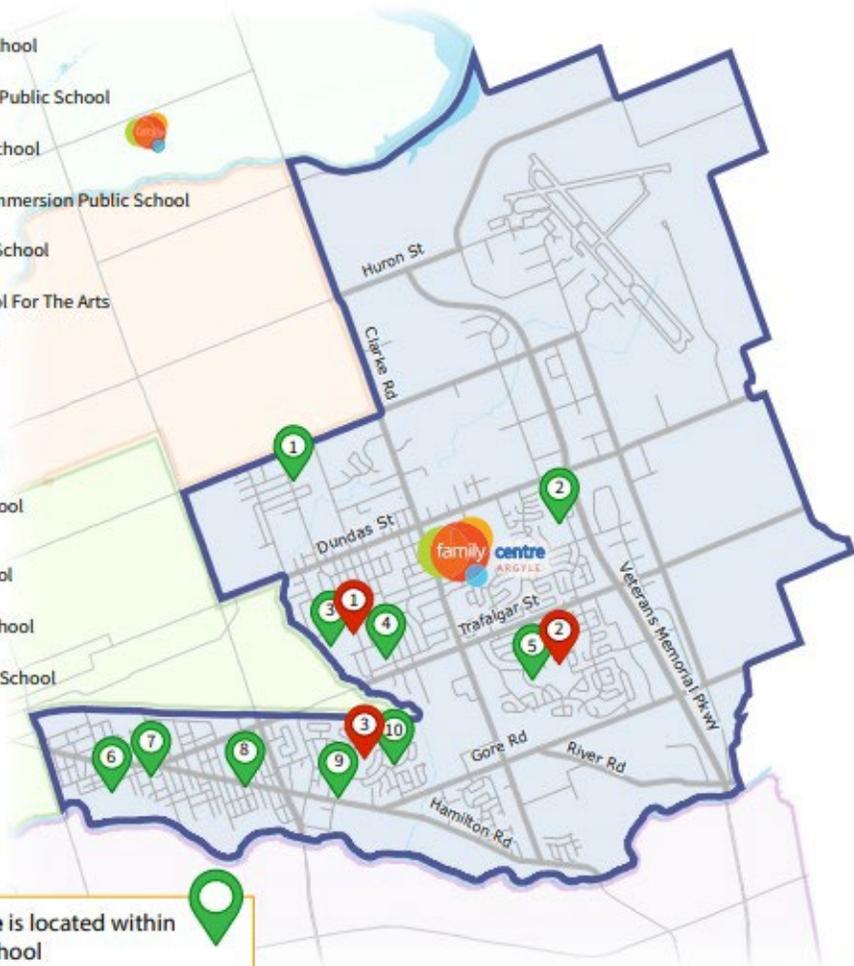
Submission Deadline

Please submit your expression of interest via email no later than 4:30 pm on Wednesday, February 23, 2022 to Christopher Blain, Manager Child Care and Early Years, at cblain@london.ca

Your neighbourhood connection



- 1 F.D. Roosevelt Public School
- 2 Bonaventure Meadows Public School
- 3 Prince Charles Public School
- 4 Princess Anne French Immersion Public School
- 5 John P. Robarts Public School
- 6 Lester B. Pearson School For The Arts
- 7 Trafalgar Public School
- 8 Ealing Public School
- 9 Fairmont Public School
- 10 Tweedsmuir Public School
- 11 St. Pius X Catholic School
- 12 Holy Family Catholic School
- 13 St. Bernadette Catholic School



Family Centre Argyle is located within Lord Nelson Public School
1990 Royal Crescent, London, ON, N5V 1N8
519-455-2791
<https://www.facebook.com/FamilyCentreArgyle/>



Attachment B

THIS AGREEMENT MADE THIS <insert day> DAY OF <insert month> , 20 <insert year>

BETWEEN

<INSERT NAME OF PARTY>
("the Agency")

AND

The Corporation of the City of London
a municipality incorporated under the laws
of the Province of Ontario:
("the City")

WHEREAS pursuant to multiple pieces of Provincial legislation, described below, the City is party to a number of various funding arrangements (including but not limited to receiving funds, sharing funds and distributing funds) with community partners for the purposes of implementing and delivering community services and programs;

AND WHEREAS pursuant to section 2(1) of the *Child Care and Early Years Act, 2014*, S.O. 2014, c.11, Sched. 1 (the "CCEYA"), "service system manager" is defined as a municipality or district social services administration board designated by the regulations as the service area of that service system manager in accordance with section 65(1);

AND WHEREAS the City has a Child Care and Early Years Service System Plan (the "Plan"), in accordance with section 51(1) of the CCEYA;

AND WHEREAS in accordance with section 51(5), Council of the City has approved the Plan;

AND WHEREAS pursuant to section 54(3) of the CCEYA the Minister of Education (the "Minister") may enter into agreements with the service system manager for the purposes of establishing, administering, operating or funding child care and early years programs or services, or to fund or provide financial assistance for persons charged fees in respect of child care, or for funding or providing financial assistance that support the temporary care for or supervision of children;

AND WHEREAS a service system manager has all the rights, powers and privileges of a natural person, in accordance with section 9 of the *Municipal Act, 2001*;

AND WHEREAS a service system manager shall,

- (a) develop and administer local policies respecting the operation of child care and early years programs and services;
- (b) administer the delivery of financial assistance provided by the Minister under clause 54 (1) (b), in accordance with the regulations;
- (c) coordinate the planning and operation of child care and early years programs and services with the planning and provision of other human services delivered by the service system manager;
- (d) assess the economic viability of the child care and early years programs and services in the service area and, if necessary, make or facilitate changes to help make such programs and services economically viable;

- (e) perform such other duties as may be prescribed by the regulations.

AND WHEREAS a service system manager may,

- (a) establish, administer, operate and fund child care and early years programs and services;
- (b) provide financial assistance for persons who are charged fees in respect of licensed child care, authorized recreational and skill building programs and extended day programs, in accordance with the regulations;
- (c) fund and provide financial assistance for other programs or services prescribed by the regulations that provide or support temporary care for or supervision of children;
- (d) provide assistance to persons who operate child care and early years programs and services to improve their capabilities in relation to matters such as governance, financial management and the planning and delivery of programs and services;
- (e) evaluate and assess the impact of public funding; and
- (f) exercise such other powers as may be prescribed by the regulations.

AND WHEREAS the Agency provides one or more of the services prescribed in O. Reg. 137/15;

AND WHEREAS the Province has entered into a Transfer Payment Agreement with the City for the provision of funding to the City for the purpose of funding services related to child care and EarlyON Child and Family Centre organizations;

AND WHEREAS the City has the authority pursuant to the legislation indicated in the attached Attachment to enter into this Agreement for the provision of funding for services related to child care and EarlyON Child and Family Centres;

AND WHEREAS the Recipient has agreed to provide services related to child care and EarlyON Child and Family Centres as described in the Attachment (Program Description Schedule);

AND WHEREAS s. 107 of the *Municipal Act, 2001*, S.O. 2001, c. 25, provides that a municipality may make grants, on such terms and conditions as to security and otherwise as the council considers appropriate, to any person, group, or body, including a fund, within or outside the boundaries of the municipality for any purpose that council considers to be in the interests of the municipality;

NOW THEREFORE IN CONSIDERATION OF the mutual covenants contained herein the parties agree as follows:

1. DEFINITIONS

- 1.1 In this Agreement and all Attachments to this Agreement, words will be defined in accordance with the applicable legislation, unless otherwise defined in an Attachment.

2. ATTACHMENTS FORMING PART OF AGREEMENT AND SCOPE OF AGREEMENT

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

_____ Attachment A: Reporting Requirements

- _____ Attachment B: EarlyON Child and Family Centres Funding
- _____ Attachment C: Children’s Services Funding
- _____ Attachment D: Neighbourhood, Children, and Fire Services Standard Purchase of Services
- _____ Attachment E: Letter of Understanding

3. TERM

3.1 This Agreement shall take effect on signing by both parties and will continue until it is replaced or superseded by a subsequent agreement or until it is terminated pursuant to the termination provisions of this Agreement. The completion of obligations under an Attachment to this Agreement does not terminate any obligations or the validity of this Agreement or any of the other Attachments.

4. THE AGENCY/CITY RELATIONSHIP

- 4.1 The City, in its sole discretion, may pay funding to an Agency, in accordance with this Agreement and applicable Attachment(s). The amount, if any, shall be determined by the City, from time to time.
- 4.2 The Agency, in fulfilling its obligations under this Agreement, shall be solely responsible for all of its statutory obligations, including but not limited to the payment of CPP, WSIB, and taxes.
- 4.3 The parties hereto are each independent of the other and this Agreement shall not operate to create a partnership, joint venture, employment arrangement, master servant relationship or any other similar relationship between the City and the Agency or between the City and any employees, agent or contractor of the Agency.

5. TERMINATION

- 5.1 This Agreement may be terminated by either party upon giving the greater of: sixty (60) days’ notice, in writing, without penalty or cause, or notice in accordance with the applicable Attachment(s).
- 5.2 Individual Attachments can be terminated in accordance with their specific provisions and without having any effect on this Agreement.
- 5.3 Notwithstanding anything else in this Agreement or Attachments, the City retains the discretion to terminate the Agreement or the Attachments immediately as a result of non-performance or default, and will provide written notice in accordance with section 12 of this Agreement.
- 5.4 Each of the following events will constitute an event of default or non-performance:
 - (a) in the opinion of the City, the Agency breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Program;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with Attachment A, reports or such other reports as may have been requested;
 - (b) the Agency’s operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the City provides the funds;

- (c) the Agency makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Agency bankrupt, or applies for the appointment of a receiver; or
- (d) the Agency ceases to operate.

5.5 Consequences of Termination on Notice by the City. If the City terminates the Agreement pursuant to section 11.1, the City may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand from the Agency the payment of any Funds remaining in the possession or under the control of the Agency; and
- (c) determine the reasonable costs for the Agency to wind down the Program, and do either of the following:
 - (i) permit the Agency to offset such costs against the amount the Agency owes pursuant to section 11.2; and,
 - (ii) subject to section 4.1, provide Funds to the Agency to cover such costs.

6. INDEMNIFICATION

6.1 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 responsible for (including volunteers);
- (b) any loss or misuse of funds held by the Agency, the Agency's employees, any subcontractor of the Agency, or persons for whom the Agency is responsible for (including volunteers);
- (c) the acts or omissions of the Agency, the Agency's employees, any subcontractor of the Agency, or persons for whom the Agency is responsible for (including volunteers) 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 and penalties;
- (d) any claim or finding that any of the Agency, the Agency's employees, any subcontractor of the Agency, or persons for whom the Agency is responsible for (including volunteers) are employees of, or are in an employment relationship with, the City or are entitled to Employment Benefits of any kind;
- (f) any liability on the part of the City under any statute (including but not limited to the *Income Tax Act* or an 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: the Agency's employees, any subcontractor of the Agency, or persons for whom the Agency is responsible for (including volunteers); and,
- (f) any and all claims, assessments, charges, taxes, or other penalties or demands which may be made by the Canada Revenue Agency, the Minister of National Revenue or other official of the Government of Canada, requiring the Corporation to pay income tax, charges or penalties under the Income Tax Act (Canada) in

respect of any claims, demands and amounts payable in accordance with the contract which may be made by, on behalf of, or related to Services Canada Skills Development and Human Resources Development Canada or by any other government agency under any applicable statute and regulation with respect to any amounts which may in the future be found to be payable by the City on the Agency's behalf.

7. LIABILITY INSURANCE

7.1 The Agency undertakes and agrees that throughout the term of this Agreement, the Agency shall maintain:

- (a) general liability insurance on an occurrence basis covering the Agency, its officers, servants, contractors, and agents for an amount not less than Five Million (\$5,000,000.) dollars 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 contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses and further this policy will not contain an exclusion of coverage relating to physical, sexual or emotional abuse claimed against the Agency; and,
- (b) automobile insurance for any owned or leased vehicle used by the Agency for the provision of services in an inclusive limit of not less than Two Million (\$2,000,000.) dollars against statutory liability and accident benefits.

7.2 In addition, the Agency shall furnish the City with evidence of Crime, Employee Dishonesty or Bond A policy or equivalent Fidelity Bond in the amount not less than the minimum amount set out in the chart below. The City shall be shown on the Policy as a named Obligee with respect to any loss or misuse of funds held by the Service Provider as described in this Agreement.

Amount of Funding	Minimum Crime Insurance Limit
Less than \$30,000	\$5,000
\$30,001 - \$100,000	\$25,000
Greater than \$100,000	\$100,000

7.3 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, or as amended from time to time), which provides for a minimum of thirty (30) days' notice in advance of cancellation of such insurance.

7.4 Failure to procure and maintain any insurance under this Agreement or Attachments shall constitute a default under this Agreement.

8. PUBLICATION, CONFIDENTIALITY, EMPLOYEES AND AGENTS

8.1 The Agency agrees to obtain the consent in writing of the City before publishing or issuing any information regarding the Services. The Agency shall treat all confidential and proprietary information communicated to or acquired by the Agency, or disclosed by the City in the course of carrying out the Services provided for herein in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*. No such information shall be used by the Agency on any other project without the prior written approval of the City.

8.2 The Agency shall require each of its employees and agents, who work under this Agreement or who have access to confidential information of the City, to comply with the requirements of this Agreement with respect to confidentiality.

8.3 The Agency shall require each of its employees and agents who work under this Agreement to follow City's work rules and policies while on City premises.

9. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA) TRAINING

9.1 The Agency shall ensure that it and all of its volunteers, employees or agents, if they deal with members of the public under this Agreement, receive training about the provision of services to persons with disabilities in compliance with the *Accessibility for Ontarians with Disabilities Act, 2005* and its Regulations.

10. INTELLECTUAL PROPERTY

10.1 Where the Agency develops a work or a product under this Agreement, the Agency hereby assigns to the City, and confirms that the Agency has assigned all, and not less than all, of its right, title and interest throughout the world, including reversionary interests and rights of renewal and other rights, in and to the copyright and all other rights in the work and in the product including the right to create derivative works which modify or alter the work and the product in any manner whatsoever.

10.2 Where the Agency develops a work or a product under this Agreement, the Agency hereby waives the whole of its moral rights in the work and in the product.

10.3 Where the Agency develops a work or a product under this Agreement, the Agency;

(a) represents and warrants that the use of the work or product does not violate any copyright or infringe third party intellectual property rights;

(b) covenants that the use of the work or product will not violate any copyright or infringe third party intellectual property rights;

(c) agrees to indemnify the City of any liability, injury or damage, including legal costs or expenses incurred by the City as a result of any breach or alleged breach of a term, warranty, representation or covenant in this Agreement by the Agency;

(d) agrees that the indemnities herein set forth shall survive in perpetuity; and,

(e) agrees not to institute any action against the City on the grounds that the use of the work or product constitutes an infringement of its moral rights.

11. RELATIONSHIP OF AGREEMENT TO ATTCHAMENTS

11.1 Where there is a conflict between the terms or obligations of the Agreement and an Attachment, the more restrictive term shall apply.

11.2 A default under any of the Attachments also constitutes a default under the Agreement.

11.3 In accordance with the By-law authorizing this Agreement, the ability to edit the terms of the Attachments has been delegated to the Deputy City Manager, Social and Health Development or written designate.

12. NOTICE

- 12.1 Any notice, report, direction, request or other documentation required or permitted to be given to either party hereto shall be in writing and shall be given to the contact as indicated in the applicable Attachment.
- 12.2 Notice with respect to the terms of this Agreement (as distinct from a notice required under an Attachment) shall be in writing and shall be given by personal service or by mailing by registered mail, with postage thereon fully prepaid, in a sealed envelope, to be addressed as follows:

If for the Agency:	If for the City:
To: <insert Agency's name>	To: The Corporation of the City of
Address: <insert Agency's address>	London
	Attn: Deputy City Manager, Social and Health Development
	Address: Citi Plaza,

- 12.3 Either party may by notice in writing, advise of a new address for notice, which shall then be used by the party to whom it is addressed.
- 12.4 Any notice, report, direction, request or other document delivered personally in accordance herewith shall be deemed to have been received when given to the addressee on the day of delivery. Any notice, report, direction, request or other document mailed as aforesaid shall be deemed to have been received by and given to the addressee on the second (2nd) business day following the date of mailing, provided that for such purposes no day during which there shall be a strike or other occurrence which shall interfere with normal mail service shall be considered a business day.

13. CONFLICT OF INTEREST

- 13.1 The Agency shall disclose in writing to the Deputy City Manager, Social and Health Development or their written designate any outside interest and commitments that may generate a conflict of interest before commencing work under this Agreement and thereafter upon any such outside interest or commitment coming to the Agency's attention. "Conflict of Interest" means a situation in which the interests of the Agency or the Agency's staff or any outside interest or commitment of the Agency comes into conflict, or appears to come into conflict, with the interests of the City and includes both non-pecuniary and pecuniary interests (direct or non-direct). The Deputy City Manager, Social and Health Development or their written designate shall review the conflict promptly after disclosure by the Agency and shall give the Agency notice in writing of their determination as to whether any outside interest or commitment raises a potential conflict of interest with respect to the Agency's commitments identified in the Attachments to this Agreement, and the decision of the Deputy City Manager, Social and Health Development or their written designate shall be final. Disclosures of conflicts by the Agency to the Deputy City Manager, Social and Health Development or their written designate shall be kept confidential except to the extent necessary to review, consider and resolve any conflict and as permitted by the *Municipal Freedom of Information and Protection of Privacy Act*. A conflict of interest may be resolved by the Agency amending

its obligations under one or more Attachments to this Agreement, or by terminating one or more Attachments to this Agreement, upon the written direction of the Deputy City Manager, Social and Health Development or their written designate or by the termination of the contract in accordance with section 5.

14. RETURN OR REALLOCATION OF FUNDS

14.1 Without limiting any rights of the City under this Agreement or its Attachments, if the Agency has not spent all of the funds allocated for the funding year as provided for in the budget, the City may take one or both of the following actions:

- (a) demand the return of the unspent funds; and,
- (b) adjust the amount of any further instalments of funds accordingly.

14.2 In the event this Agreement is terminated by a new agreement between the City and the Agency, the Agency will return to the City any funds remaining in its possession or under its control if requested by the City.

14.3 If at any time the City provides funds in excess of the amount to which the Agency is entitled under the Agreement, the City may:

- (a) deduct an amount equal to the excess funds from any further instalments of funds; or,
- (b) demand that the Agency pay an amount equal to the excess funds to the City.

14.4 If, pursuant to the Agreement:

- (a) the City demands from the Agency the payment of any funds or an amount equal to any funds; or,
- (b) the Agency owes any funds or an amount equal to any funds to the City, whether or not the City has demanded their payment.

such funds or other amount will be deemed to be a debt due and owing to the City by the Agency, and the Agency will pay or return the amount to the City immediately, unless the City directs otherwise.

14.5 The City may charge the Agency interest on any money owing by the Agency at the then current interest rate charged by the City on accounts receivable.

14.6 The Agency will pay any money owing to the City by cheque payable to "The Corporation of the City of London" and delivered to the City as provided for in section 12.

14.7 If the Agency fails to repay any amount owing under the Agreement, the City may deduct any unpaid amount from any money payable to the Agency by the City.

15. COMMUNICATIONS REQUIREMENTS

15.1 Unless otherwise directed by the City, the Province, and the Government of Canada, the Agency will:

- (a) acknowledge the support of the City and the Province (where applicable) for the Program; and,

(b) ensure that the acknowledgement is in a form and manner as directed by the City or the Province (where applicable).

15.2 The Agency will indicate, in any of its Program-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Agency and do not necessarily reflect those of the City.

16. GENERAL PROVISIONS

16.1 Assignment

Neither party may assign this Agreement without the prior consent in writing of the other.

16.2 Entire Agreement

This Agreement and Attachments constitutes the entire Agreement between the Parties with respect to the subject matter contained herein and supersedes all previous agreements, arrangements, or understandings between the parties whether written or oral in connection with or incidental to this Agreement.

16.3 Time

The Agency shall perform the Services expeditiously to meet the requirements of the City and shall complete any portion or portions of the Services in such order as the City may require.

16.4 Waiver

The failure of either party at any time to require performance by the other party of any provisions shall in no way affect the full right to require such performance at any time thereafter, nor shall waiver by either party of any breach of the provisions be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of the provision itself.

16.5 Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and Canada and the parties hereto hereby agree to the jurisdiction of the Courts of Ontario.

16.6 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.

16.7 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.

16.8 Joint and Several Liability

Where the Agency is comprised of more than one entity, all such entities will be jointly and severally liable to the City for the fulfillment of the obligations of the Agency under the Agreement.

IN WITNESS WHEREOF the parties have caused to be executed, this Agreement
SIGNED SEALED AND DELIVERED;

The Corporation of the City of London

Date

Deputy City Manager, Social and Health Development
or written designate

<INSERT NAME OF AGENCY>

Date

Per:
Signature

Print Name, Title
I have authority to bind the Corporation

Date

Witness Signature
(required where Agency is not a Corporation)

**ATTACHMENT “A”
REPORTING REQUIREMENTS**

[INSERT DATE]

[INSERT NAME AND
ADDRESS OF AGENCY]

1. This Attachment is provided for convenience purposes only and represents obligations agreed to under the Agreement and Schedules. This Attachment may be amended from time to time by the Deputy City Manager, Social and Health Development or written designate.
2. The Parties may jointly agree whether to cease use of Attachment A, but will continue to be subject to any reporting requirements contained within the Agreement and Attachments.
3. In accordance with this Agreement and Attachment, the following Reporting Requirements form part of this Agreement, marked with an X:

ANNUAL

			Annual Date
		Confirmation of General Liability Insurance	From execution of Agreement
		Operating Grant - Annual Report	31 days after anniversary of Funded Activity start date

SINGLE REPORT

			Date
		Capital Grant – Annual Report	31 days after Funded Activity end date
		One-time Funding Allocation Report	One year from date of funding

OTHER

			Date
		Capital Grant - Audited Financial Statement	8 months after end of Term

ATTACHMENT "B"
EARLYON CHILD AND FAMILY CENTRES FUNDING

Please contact <INSERT CITY CONTACT> as needed with further questions, requests for approvals, and year-end financial reporting.

I acknowledge and agree with terms set forth in this Attachment.

Agency: <INSERT NAME>

Executive Director/Designate:

Signature: _____

Print Name: _____

E-mail: _____

Phone: _____

Date: _____

SCHEDULE "A"

GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Definitions.** In the Agreement, the following terms will have the following meanings:

"Funding Year" means the period commencing on the Effective Date and ending on the following December 31.

"Funds" means the money the City provides to the Agency pursuant to the Agreement.

"Maximum Funds" means the maximum amount the City will provide the Agency under the Agreement as set out in Schedule "B".

"Notice" means any communication given or required to be given pursuant to the Agreement.

"Program" means the undertaking described in Schedule "C".

"Reports" means the reports described in Schedule "F".

A2.0 FUNDS AND CARRYING OUT THE PROGRAM

A2.1 Funds Provided

The City will:

- (a) Provide the Agency up to the Maximum Funds for the purpose of carrying out the Program;
- (b) provide the Funds to the Agency in accordance with the payment plan attached to the Agreement as Schedule "E"; and,
- (c) deposit the Funds into an account designated by the Agency provided that the account:
 - (i) resides at a Canadian financial institution; and,
 - (ii) is in the name of the Agency.

A2.2 Limitation on Payment of Funds

Despite section A4.1:

- (a) The City is not obligated to provide any Funds to the Agency until the Agency provides the certificates of insurance or other proof as the City may request;
- (b) the City is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;
- (c) the City may adjust the amount of Funds it provides to the Agency in any Funding Year based upon the City's assessment of the information the Agency provides to the City; and,
- (d) if the City does not receive the necessary funding from the Ontario Legislature, the City is not obligated to make any such payment, and, as a consequence, the City may:
 - (i) Reduce the amount of Funds and, in consultation with the Agency, change the Program; or,
 - (ii) Terminate the Agreement.

A2.3 Use of Funds and Carry Out the Program

The Agency will do all of the following:

- (a) Carry out the Program in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Program;
- (c) spend the Funds only in accordance with the Budget and the Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guidelines; and,
- (d) not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, ministry, agency or organization of the Government of Ontario.

A2.4 Interest Bearing Account

If the City provides Funds before the Agency's immediate need for the Funds, the Agency will place the Funds in an interest bearing account in the name of the Agency at a Canadian financial institution.

A2.5 Interest

If the Agency earns any interest on the Funds, the City may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or,
- (b) demand from the Agency the payment of an amount equal to the interest.

A2.6 Rebates, Credits and Refunds

The Agency will calculate Funds based on the actual costs to the Agency to carry out the Program, less any costs (including taxes) for which the Agency has received, will receive, or is eligible to receive, a rebate, credit or refund.

A2.7 Schedules

In each Funding Year subsequent to the first Funding Year, new Schedules B, C, D, E, and F (the "**Schedules**") to the Agreement shall be established according to the following process:

- (a) the City shall provide the Agency with draft Annual Schedules intended to replace Schedules B, C, D, E and F to the Agreement; and,
- (b) upon receipt by the City of approval of the draft Annual Schedules by the Agency, the draft Annual Schedules shall be deemed to be Schedules B, C, D, E and F in relation to the Funding Year to which they apply.

A2.8 When Annual Schedules Not Ready Prior to Beginning of Funding Years

In the event the Annual Schedules are not finalized prior to the beginning of the new Funding Year:

- (a) the City may continue to provide Funds to the Agency in accordance with the Payment Plan set out in Schedule "E" for the previous Funding Year;
- (b) if the City decides to continue to provide Funds, Maximum funds for the previous Funding Year shall be increased by the additional amount of Funds flowed pursuant to A2.8(a);
- (c) if the City decides to provide Funds, the Agency shall continue to carry out the Program described in Schedule "C", use the Funds in accordance with the Budget set out in Schedule "D" and provide Reports in accordance with Schedule "F" applicable to the previous Funding Year;
- (d) until such time as the Annual Schedules are finalized or this Agreement is terminated.

A3.0 AGENCY'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A3.1 Acquisition

If the Agency acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and,
- (b) comply with the *Broader Public Sector Accountability Act, 2010*, including any procurement directive issued thereunder, to the extent applicable.

A3.2 Disposal

The Agency will not, without the City's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A4.0 REPORTING, ACCOUNTING AND REVIEW

A4.1 Preparation and Submission

The Agency will:

- (a) submit to the City all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the City from time to time;
- (b) submit to the City any other reports as may be requested by the City in accordance with the timelines and content requirements specified by the City;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the City; and,
- (d) ensure that all Reports and other reports are signed on behalf of the Agency by an authorized signing officer.

A4.2 Record Maintenance

The Agency will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Program in a manner consistent with generally accepted accounting principles; and,
- (b) all non-financial documents and records relating to the Funds or otherwise to the Program.

A4.3 Inspection

The City, its authorized representative, or an independent auditor identified by the City may, at the City's expense, upon twenty-four hours' Notice to the Agency and during normal business hours, enter upon the Agency's premises to review the progress of the Program and the Agency's allocation and expenditure of the Funds and, for these purposes, the City, its authorized representatives or an independent auditor identified by the City may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A4.2;
- (b) remove any copies made pursuant to section A4.3(a) from the Agency's premises; and,
- (c) conduct an audit or investigation of the Agency in respect of the expenditure of the Funds, the Program, or both.

A4.4 Disclosure

To assist in respect of the rights set out in section A4.3, the Agency will disclose any information requested by the City, any authorized representatives, or any independent auditor identified by the City, and will do so in the form requested by the City, any authorized representative, or any independent auditor identified by the City, as the case may be.

A4.5 No Control of Records

No provision of the Agreement will be construed so as to give the City any control whatsoever over the Agency's records.

A4.6 Auditor General

For greater certainty, the City's rights under Article A4.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A5.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A5.1 No Assignment

The Agency will not, without the prior written consent of the City, assign any of its rights or obligations under this agreement.

A5.2 Agreement Binding

All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”

PROGRAM SPECIFIC INFORMATION AND ADDITION PROVISIONS

Maximum Funds	\$
Amount for the purposes of Schedule “A”	\$
Term of Agreement	Insert date range agreement
EarlyON Child and Family Centre -based Location	
Contact information for the purposes of Notice to the City	<p>The Corporation of the City of London 300 Dufferin Avenue, PO Box 5035 LONDON, ON N6A 4L9</p> <p>Attention: City Clerk</p> <p>Fax: (519)</p> <p>Email:</p>
Contact information for the purposes of Notice to the Agency	<p>[insert address of Agency]</p> <p>Attention:</p> <p>Fax:</p> <p>Email:</p>

Additional Provisions:

The Agency will operate in accordance with the policies, guidelines and requirements of the City, as communicated to it.

SCHEDULE “C”

PROGRAM DESCRIPTION SCHEDULE

C1.0 FUNDING OBJECTIVES

Funding Objectives will be as described in the Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guideline, as amended from time to time, including but not limited to:

- a) Children have access to play and inquiry-based learning opportunities alongside their parents and caregivers and experience positive developmental health and well-being.
- b) Parents and caregivers have access to high quality services that support them in their role as their children’s first educators, enhance their well-being, and enrich their knowledge about early learning and development.
- c) Parents and caregivers have opportunities to strengthen their relationships with their children.
- d) Services and supports are responsive to community needs.
- e) Francophone children and families have access to French language programs and gain enhanced knowledge about language and identity acquisition.
- f) Indigenous children and families have access to culturally responsive programming.
- g) Parents and caregivers are provided with timely, relevant, and up to date information about community and specialized services.
- h) Local service providers such as CMSMs/DSSABs, school boards, EarlyON providers and other community partners work in collaboration to strengthen partnerships, coordinate access to services and ensure that EarlyON Child and Family Centres are an integrated part of the Ontario early years system.

C1.1 City Expectations

- (a) The Agency is responsible for the management, operation, and administration of the EarlyON Child and Family Centre programs as outlined in this agreement within Provincial legislation, regulations, standards, policies and guidelines, and within the City’s Service Plan.
- (b) The Agency shall provide to the City, from time to time, such information in addition to the service data elements as required for the City to fulfill its provincial policy and standard setting responsibilities.

C2.0 AGENCY GOVERNANCE

C2.1 Funding Objectives

Funding Agencies must have governance structures and accountability processes to properly administer and manage public funds and to provide services to clients.

C3.0 EARLYON CHILD AND FAMILY CENTRES

C3.1 Services

C3.1.2 Site Management

The Agency shall:

- (a) Make every reasonable effort to take a schools-first approach in alignment with other child care and early years initiatives whenever possible, including locating

- physical program space within schools, and encouraging the integration of Child and Family Centres and school communities;
- (b) manage physical program sites where children, parents and caregivers can participate in child and family programs and services in-person. Centres may be located within schools or community buildings, or may stand alone;
 - (c) offer a minimum of 15 programming hours per week of centre-based core services year round over five days per week;
 - (d) offer centre-based weekend hours at a minimum of once per monthly;
 - (e) consider offering evening services to expand access to working parents and caregivers; and,
 - (f) Identify the location(s) where EarlyON core services are being operated.[insert based on Agency]

C3.1.3 System Management

The Agency shall:

- (a) [insert based on Agency]

C3.1.4 EarlyON Core Services

The Agency shall provide services under the following Service Categories (**Mark with an X all that apply**):

Engaging Parents and Caregivers	
	Inviting conversations and information sharing about children’s interests, child development, parenting, nutrition, play and inquiry-based learning, and other topics that support their relationship with their child(ren).
	Collaborate with other support programs to enhance parent and caregiver wellbeing, enrich adult-child relationships, and to support parents and caregivers in their role(s).
	Targeted outreach activities directed at parents and caregivers that could benefit from EarlyON programs and services but are not currently accessing services for a variety of reasons
Supporting Early Learning and Development	
	Drop-in programs and other programs and services that build responsive adult-child relationships and encourage children’s exploration and encourage play and inquiry, based on the pedagogy in <i>How Does Learning Happen?</i>
Making Connections for Families	
	Ensuring EarlyON Child and Family Centre staff have relationships with community partners and an in-depth knowledge of their community resources to allow for seamless transitions (warm hand-offs) for families who may benefit from access to specialized or other services.
	Responding to a parent/caregiver concern about their child’s development through conversation and observations. In some cases, this may result in supporting parents/caregivers to seek additional support from primary care or other regulated health professionals.
	Sharing information about and facilitating connections with specialized community services (such as children’s rehabilitation services), coordinated service planning, public health, education, child care, and child welfare, as appropriate.
	Providing information about programs and services available for the whole family beyond the early years.

C3.1.5 Customized Community Connections

The Agency shall:

- (a) [insert based on Agency]

C3.1.6 Qualified Teams and Registered Early Childhood Educator Staff Requirements

The Agency shall:

- (a) Ensure that qualified staff teams are responsible for delivering programs and services at every centre:
 - Qualified staff teams must include at least one Registered Early Childhood Educator to deliver mandatory core services related to supporting early learning and child development;
 - RECEs must be members in good standing of the College of Early Childhood Educators; and
 - Existing EarlyON Child and Family Centres that do not currently have RECEs on staff must hire an RECE to deliver core services related to supporting early learning and development.
 - Where an EarlyON service provider is unable to recruit at least one RECE to oversee mandatory core services related to supporting early learning and development, the City of London may grant a temporary exemption from the requirement. This exemption does not apply to persons that have been members of the College of Early Childhood Educators in the past, but have resigned or had their membership suspended, cancelled or revoked, or who have let their membership lapse, or who have satisfied the educational requirements to be registered as members of the College but have not become members.
 - The City of London may also grant an exemption from the RECE requirement for EarlyON Child and Family Centres employing a staff person to oversee mandatory core services who is not an RECE but who **has at least 10 years of experience working in a child and family program setting as of January 1, 2019**. See City of London Qualified Staff and RECE Exemption Guidelines for EarlyON Service Providers for further details.

C3.1.7 Additional Child and Family Centre Requirements

The Agency shall:

- (a) Ensure that appropriate policies and procedures are in place to ensure EarlyON Child and Family Centres are delivered in a way that promote the health, safety and well-being of children and families being served. This includes ensuring that policies and procedures are in places regarding:
 - (i) Vulnerable Sector Screens
 - (ii) First Aid
 - (iii) Emergency Plans
 - (iv) Sanitation and maintenance
 - (v) Workplace health and safety relating to staff
 - (vi) Complaints and resolutions processes
- (b) Reporting serious incidents to the City and processes for determining appropriate, if any, response if required;
- (c) report to the City as soon as practicable any incidents that have occurred that may result in media attention;
- (d) operate in accordance with all federal, provincial, and municipal legislation and regulations as well as Ministry of Education policies and guidelines; and,
- (e) report to the Children's Aid Society suspected child abuse and neglect, in accordance with the *Child and Family Services Act*.

C4.0 PUBLICITY AND RECOGNITION

C4.1 The Agency will implement their work in line with guiding principles as reflected in the EarlyON Child and Family Centres Marketing and Advertising Guidelines.

C4.2 The Agency will recognize the City as a funding provider in all publicity (print or broadcast media) and on all promotional items. Prior to release, the City reserves the right to approve such publicity.

C4.3 The Agency will recognize the Province of Ontario as a funding partner in all publicity (print or broadcast media) and on all promotional items. Prior to release, the City reserves the right to approve.

C5.0 PRACTICES

C5.1 The Agency will implement their work in line with the following core visions and guiding principles as reflected in the *Ontario Early Years Child and Family Centres (2018) Business Practices and Funding Guidelines for Service System Managers*:

Visions	
EarlyON Child and Family Centres	EarlyON Child and Family Centres are intended to support all children, parents and caregivers in learning, growing and connecting— together.
London’s Family-Centred Service System	In every London neighbourhood residents will open a single door to multiple opportunities that support children and families in achieving their full potential. These opportunities will be identified by the neighbourhood and implemented according to evidence-informed best practices using an integrated, inclusive, and holistic approach.
Principles	
Child and Family Centred	All programs and services are designed and delivered to meet the unique needs of parents, caregivers, and young children to support their developmental healthy and general well-being.
Welcoming	EarlyON Child and Family Centres provide a warm and welcoming environment based on the foundational conditions for supporting growth and long-term success (belonging, well-being, engagement, and expression); see the Province of Ontario’s <i>How Does Learning Happen? Ontario’s Pedagogy for the Early Years</i>).
High Quality	Programs and services are designed to support positive experiences and outcomes and foster nurturing relationships between children, parents, and caregivers, and are based on the latest evidence and research.
Inclusive	Programs and services are accessible and responsive to children, parents, and caregivers with varying abilities and cultural, language, socio-economic, sexual orientation and religious backgrounds.
Integrated	Programs and services are developed, coordinated, and delivered in a cohesive manner in collaboration with broader community services, school boards, early years partners, primary care providers, parents, and caregivers.
Community led	Communities, educators, parents and caregivers are engaged in designing EarlyON Child and Family Centre programs and services that embrace and build on their strengths, address identified gaps and meet their unique needs on an ongoing basis.
Empowering	Families are experts in their own life experiences.
Engaging	EarlyON Child and Family Centres believe that families must have the opportunity and resources to make informed decisions.
Respectful	EarlyON Child and Family Centres and families listen to each other and work together to develop strength-based solutions, knowing that respect builds trusting relationships between children, families, and colleagues. EarlyON Child and Family Centres respect the environment they are working in and understand how their actions impact others working in the space. EarlyON Child and Family Centres are respectful of the values of other organizations; the legislative mandate of specific organizations; and, existing employment and other agreements that might exist.
Collaborative	EarlyON Child and Family Centres collaborate with one and more members of a team, each of whom makes a unique contribution from within their scope of practice to the achievement of a common goal. Through this collaboration, EarlyON Child and Family Centres develop and provide services that are comprehensive, accessible, understandable, and respectful.
Creative	EarlyON Child and Family Centres are willing to work with families to find “out-of-the-box” approaches to meeting their needs.
Accessible	EarlyON Child and Family Centres are flexible and strive to accommodate everyone with accessibility needs.

Equitable	EarlyON Child and Family Centres strive to provide equitable services that are customized to best meeting the unique needs of each family.
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C6.0 FRENCH LANGUAGE SERVICES

- C6.1 The Agency is expected to strengthen partnerships with French language service providers, school boards, and other French first-language service providers to support:
- (a) The provision of high quality French language services;
 - (b) the identification of emerging and established promising practices related to the delivery of French language services in minority and majority language settings; and,
 - (c) the identification of service gaps and work within local early years community planning processes to create innovative solutions to address them.

C7.0 CULTURALLY RESPONSIVE SERVICES

- C7.1 The Agency is expected to strengthen partnerships with Indigenous-led service providers to support:
- (a) The provision of high quality Indigenous-led services;
 - (b) the identification of emerging and established promising practices related to the delivery of Indigenous-led services in minority and majority language settings; and,
 - (c) the identification of service gaps and work within local early years community planning processes to create innovative solutions to address them.

C8.0 MEASUREMENT

C8.1 The Agency shall provide measurement and reporting for the following data elements (**mark with an x all that apply**): (See below: Data Elements and Definitions).

Data Element
Number of new EarlyON Child and Family Centre Sites
Number of EarlyON Child and Family Centre Sites
Number of purchase of service agreements for EarlyON Child and Family Centres
Number of FTE program staff
Number of FTE non-program staff (excluding data and analysis/planning staff)
Number of FTE program staff that are RECEs
Number of FTE program staff receiving RECE exemptions (excluding the grand-parenting provision)
Number of service providers that have received an RECE exemption
Number of FTE program staff receiving an RECE exemption through the grand-parenting provision
Number of children served through an in-person or virtual program
Number of visits made by children through an in-person or virtual program
Number of parents/caregivers served through an in-person or virtual program
Number of visits made by parents/caregivers to an in-person or virtual program
Confirmation that all centres are compliant with planning guidelines and that programming is aligned with <i>How Does Learning Happen?</i>

The Agency shall:

- (a) Use data collection templates and tools provided by the City of London, and report data to the City of London in a manner deemed acceptable by the City of London when requested.

Data Elements and Definitions

Name: Total Number of New EarlyON Child and Family Centre Sites
--

<p>Definition: The number of EarlyON Child and Family Centre physical locations that have opened after January 1, 2018. If a previously open EarlyON Child and Family Centre physical site was relocated and opened after January 1, 2018, include only those site that have expanded their service offerings.</p>
<p>Name: Total Number of Child and Family Centre Sites Definition: The number of physical locations where there are EarlyON Child and Family Centres. Child and Family Centres offer core services year round, including a minimum of 15 programming hours per week of centre-based core services over five days a week, and weekend hours at a minimum of once per month. All locations should be included in reporting the total number Child and Family Centre Sites.</p>
<p>Name: Number of Purchase of Service Agreements Definition: Number of service agreements held between a CMSM or DSSAB and a service provider to deliver Child and Family Centre programming.</p>
<p>Name: Number of Children Served- All Programs Definition: Number of children, aged 0-6 that received services at some point during the calendar year. For example, if 4-year-old John participated in both an in-person (outdoor or indoor program) and virtual EarlyON Child and Family program in 2022, John would be counted once. If John only participated in a virtual program in 2022, John would also be counted once. This data element is only used when a child participates in an early learning experience.</p>
<p>Name: Number of Visits made by Children- All Programs Definition: The total number of visits that children (aged 0-6) made to an (indoor/outdoor/virtual) EarlyON Child and Family Centre program. Count each time a child attended an in-person (outdoor or indoor program) and/or virtual program that was designed to engage children in an early learning experience.</p>
<p>Name: Number of Parents/Caregivers Served- All Programs Definition: The number of parents/caregivers that actively participated in an (indoor/outdoor/virtual) EarlyON program either with their children or separately. A parent/caregiver is counted only once during the calendar year. For example, if the parent of 4-year-old John participated in both an in-person (outdoor or indoor program) and a virtual program in 2022, the parent would be counted once. If the parent only participated in a virtual program in 2022, the parent would also be counted once.</p>
<p>Name: Number of Visits Made by Parents/Caregivers -All Programs Definition: Total number of visits that parents/caregivers made to an EarlyON Child and Family Centres (indoor/outdoor/virtual). Count each time a parent/caregiver attended an in-person (outdoor or indoor) and/or virtual program that was designed to engage parents/caregivers with their children or separately</p>
<p>Name: Number of Children Served - Virtually Definition: Total number of children (aged 0-6) that participated in a virtual program or services at some point during the calendar year. A child is counted only once during the calendar year. For example, if 4-year-old John participated in two virtual programs in 2022, John would be counted once. If John only participated in one virtual program in 2022, John would also be counted once. Note: if John attended an in-person program as well as a virtual program, he should be included in both data elements (Number of Children Served – All Programs AND Number of Children Served – Virtually).</p>
<p>Name: Number of Visits made by Children - Virtually Definition: The total number of visits that children (aged 0-6) made to an EarlyON Child and Family Centre virtual program. Count each time a child attended a virtual program that was designed to engage children in an early learning experience. Note: if John attended an in-person program as well as a virtual program, he should be included in both data elements (Number of Visits made by Children – All Programs AND Number of Children Served – Virtually).</p>
<p>Name: Number of Parents/Caregivers Served - Virtually Definition: Total number of parents / caregivers that participated in a virtual program/service either with their children or separately at some point during the calendar year. A parent/caregiver is counted only once during the calendar year. For example, if the parent of 4-year-old John participated in two virtual programs in 2022, the parent would be counted once. If the parent participated in one virtual program in 2022, the parent would also be counted once.</p>

<p>Note: if John's parent attended an in-person program as well as a virtual program, they should be included in both data elements (Number of Parents/Caregivers Served – All Programs AND Number of Parents/Caregivers Served – Virtually).</p>
<p>Name: Number of Visits Made by Parents/Caregivers - Virtually Definition: Total number of visits that parents/caregivers made to EarlyON Child and Family Centres virtual program. Count each time a parent/caregiver attended a virtual program that was designed to engage parents/caregivers with their children or separately. Note: if John's parent attended an in-person program as well as a virtual program, they should be included in both data elements (Number of Visits Made by Parents/Caregivers – All Programs AND Number of Visits Parents/Caregivers Served – Virtually).</p>
<p>Name: Number of FTE Program Staff Definition: The number of full-time equivalent staff who are involved in the development, design and delivery of Child and Family Centre programs and services. Full-time equivalent is based on a minimum of 35 hours/week.</p>
<p>Name: Number of FTE Non-Program Staff Definition: The number of full-time equivalent non-program staff (including cooks, drivers, housekeeping, clerical, and financial staff and chief administrators) employed by Child and Family Centre service providers. Full-time equivalent is based on a minimum of 35 hours/week. This excludes FTEs to deliver planning and data analysis services.</p>
<p>Name: Number of FTE Program Staff that are Registered Early Childhood Educators (RECE) Definition: The number of full-time equivalent program staff who hold an RECE. Full-time equivalent is based on a minimum of 35 hours per week.</p>
<p>Name: Number of FTE Program Staff who received a Registered Early Childhood Educator Exemptions (excluding the grand-parenting provision) Definition: The number of FTE program staff exemptions that have been granted exemptions from the RECE requirement (excluding the grand-parenting provision). Full-time equivalent is based on a minimum of 35 hours/week.</p>
<p>Name: Number of Service Providers that have received an exemption from requiring a Registered Early Childhood Educator Definition: The number of service providers that have been granted an exemption from the requirement of having an RECE at the centre to provide core services related to early learning and development.</p>
<p>Name: Number of FTE program staff receiving an RECE exemption through the grand-parenting provision Definition: The number of FTE program staff that have been granted an exemption from the requirement of having an RECE because they have 10 or more years of experience working in one or more of the following: Ontario Early Years Centres, Parenting and Family Literacy Centre, Child Care Resource Centres, and/or Better Beginnings, Better Futures.</p>
<p>Name: Programming guided by How Does Learning Happen? Definition: Confirmation that Child and Family Centres programs and services are guided by and align with the foundations in How Does Learning Happen?</p>
<p>Name: Number of full-time equivalent staff by position Definition: The total number of full-time equivalent staff by position supported through administration funding. Full time equivalent is based on a minimum of 35 hours per week.</p>
<p>Name: Number of staff (head count) by position Definition: The total number of staff (head count) by position supported through administration funding.</p>

SCHEDULE "D"

BUDGET

2022 EarlyON Child and Family Centre:	City of London Contribution
[adjust specific sites, services and programs as needed based on Agency]	
Total EarlyON Child and Family Centres Allocation	\$ _____

2022 12-month Allocation

[insert name of Agency]

SCHEDULE "E"

PAYMENT

As identified in the Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guideline (2022) for Consolidated Municipal Service Managers and District Social Services Administration Boards, monthly cash flow percentages will be based upon the total 2020 maximum funds divided by 12 months:

Payment Month	Amount of Maximum
January	8.3%
February	8.3%
March	8.4%
April	8.3%
May	8.3%
June	8.4%
July	8.3%
August	8.3%
September	8.4%
October	8.3%
November	8.3%
December	8.4%

The City automatically adjusts entitlement and the resulting cash flow to reflect forecasted or actual under-spending that is reported in financial submissions

**SCHEDULE “F”
REPORTS**

The Agency must provide the following submissions to the City as per the following cycle:

Submission Type	Due Date
Interim Report (2022)	July 15, 2022
Financial Statements (2022)	February 3, 2023
Final Report (2022)	May 5, 2023

1.0 POLICY FOR LATE FILING

- 1.1 Where an Agency files **Interim Report** and/or **Financial Statements** after the filing deadline, the City will take the following action until the submission has been received:
 - a) If the submission is not received by the City within 30 days after the filing deadline, the City will inform the Agency that the submission is overdue.
 - b) After 31 days, cash flow will be reduced by 50 percent of their monthly payment. The City will work with the Agency to discuss any challenges with providing the information and to offer support.

- 1.2 Upon submission of City requirements, the City will revert back to the normal Monthly payment process and will include in the monthly payment the total amount withheld up to that point.

- 1.3 Should an Agency have any outstanding submissions the City may exercise its discretion by not providing funding in subsequent funding year.

ATTACHMENT "C"
CHILDREN'S SERVICES FUNDING

Please contact [INSERT CITY CONTACT] as needed with further questions, requests for approvals, and year-end financial reporting.

The Agency agrees to provide those services described in the Schedules below.

I acknowledge and agree with terms set forth in this Attachment.

Recipient: [INSERT NAME]

Executive Director/Designate:

Signature: _____

Print Name: _____

E-mail: _____

Phone: _____

Date: _____

Schedule "A"

LICENSED CHILD CARE CENTRE: CHILD CARE FEE SUBSIDY REQUIREMENTS

A1.0 NO GUARANTEE

A1.1 The Agency acknowledges and agrees that the City in no way guarantees, warrants, or represents that any children will be placed with the Agency pursuant to this Agreement. The Agency acknowledges and agrees that the Eligible Parents have the sole and absolute discretion regarding placement of any Subsidized Child and that by entering into this Agreement, the City does not recommend or otherwise endorse the Agency.

A2.0 CHANGE IN OWNERSHIP

A2.1 The Agency shall notify the City of any pending sale of assets or transfer of the majority of shares at least 90 days prior to such sale or transfer.

A3.0 DOCUMENTATION – PRIOR TO SIGNING & ANNUALLY

A3.1 Prior to signing this Agreement, and annually thereafter as determined by the **Service System Manager**, the Agency must provide to the City all of the following documentation:

- (a) all certificates of insurance referred to in this Agreement
 - (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 **Service System Manager**, up to two (2) years prior to this Agreement, where available;
 - (e) the operating name, address, phone number and contact information for each Site;
- A3.2 The Agency shall forthwith provide to the City any changes to the information set out in (1) above.

A4.0 DOCUMENTATION - ANNUAL BUDGET – IF REQUESTED

A4.1 If requested by the City, the Agency shall submit to the City the annual budget for each Site. For a Licensed Child Care Centre, Licensed Home Agency, a Children's Recreation Program or, Special Needs Resourcing services, such budget shall set out details on the Operating Cost and sources and amounts of revenue. The annual budget shall set out such further information as required by the **Service System Manager**.

A5.0 DOCUMENTATION - REPORTS – MAINTAIN & PROVIDE IF REQUESTED

- A5.1 The Agency shall maintain the following reports and records, and shall provide them to the City upon the **Service System Manager's** request:
- (a) service records respecting each service and program provided by the Agency pursuant to this Agreement for each Site;
 - (b) 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;
 - (c) a financial statement (audited where required by the **Service System Manager**) and reconciliation report with respect to the services and programs provided by the Agency pursuant to this Agreement; and,
 - (d) any other report or record that the **Service System Manager** or Ministry reasonably requests.
- A5.2 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 **Service System Manager**.

A6.0 RETAIN RECORDS FOR 7 YEARS - REVIEW OF AGENCY'S MATERIALS

A6.1 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.

A7.0 CONSULTATION

A7.1 Upon the request of the **Service System Manager**, the Agency shall ensure that its staff providing services pursuant to this Agreement will be available for consultation with City Staff.

A8.0 ANNUAL REPORTING REQUIREMENTS

A8.1 In addition to the documentation requirements above, the Agency must provide the following documentation to the City for each Site, prior to signing, immediately as any changes occur, and on an annual basis:

- (a) verification of the license under the Child Care and Early Years Act;
- (b) a list of the Market Rates for the upcoming year in a form acceptable to the **Service System Manager**. Where the Agency is a corporation, the Market Rates shall be those established by its Board of Directors. Where the Agency is not a corporation, the Agency shall provide a commissioned affidavit (administered by a Commissioner of Oaths) setting out the Market Rates;
- (c) the Agency's written policy with respect to the provision of early learning and child care services to children identified as having special needs, in a form acceptable to the **Service System Manager**;
- (d) The Agency's written statement with respect to the Agency's participation in early learning and child development planning networks and professional associations, in a form acceptable to the **Service System Manager**; and,
- (e) The Agency's written statement with respect to the Agency's meaningful participation in a Quality Assessment and Improvement Program, in a form acceptable to the **Service System Manager**; and,
- (f) Additional reporting as requested by the Service System Manager.

A9.0 ATTENDANCE RECORDS

A9.1 For each Site, the Agency shall submit accurate attendance records to the City within the first five (5) business days of the calendar month subsequent to the month in which the Licensed Child Care Centre services were provided for a child receiving Child Care Fee Subsidy. The Agency shall ensure that the type and hours of care provided are recorded according to the appropriate child care payment claim forms as provided by the City.

A9.2 Accurate attendance records received within the above timeline will be processed by the City on a priority basis. The Agency agrees that late submission of attendance records may result in delayed processing and delayed payments.

A9.3 If the Agency fails to submit the records by the date above, the City may withhold any payments to the Agency until such time as the Agency provides the records.

A10.0 LICENSED UNDER CHILD CARE AND EARLY YEARS ACT

A10.1 At each Site, the Agency must be licensed under the provisions of the Child Care and Early Years Act to provide Licensed Child Care Centre services in Ontario.

A11.0 NOTIFICATION OF ELIGIBLE PARENT

A11.1 Where the City notifies the Agency in writing that the City has approved a parent as an Eligible Parent, the Agency agrees to provide Licensed Child Care Centre services to that Eligible Parent.

A12.0 SERVICES IN ACCORDANCE WITH CHILD CARE AND EARLY YEARS ACT, ETC.

A12.1 The Agency shall ensure that Licensed Child Care Centre services it provides to an Eligible Parent are in accordance with the Child Care and Early Years Act, the Guidelines, the Operating Criteria, and any other requirement of the City.

A13.0 WHEN ENROLMENT COMMENCES

A13.1 The Agency shall calculate enrolment as commencing upon the first day of attendance of the child receiving Child Care Fee Subsidy, as approved by the City.

A14.0 WHEN ENROLMENT TERMINATES

A14.1 The Agency shall calculate enrolment as terminating upon the last day of attendance of the child receiving Child Care Fee Subsidy, unless the Agency did not receive 10 days' notice of termination from the Eligible Parent.

A15.0 WHEN ENROLMENT TERMINATES WITHOUT TEN DAYS' NOTICE TO THE AGENCY

A15.1 Where the Eligible Parent terminated attendance for the child receiving Child Care Fee Subsidy without 10 days' notice to the Agency, the Agency shall calculate enrolment as terminating up to a maximum of ten (10) days after the child receiving Child Care Fee Subsidy's last day of attendance. The Agency shall deduct from or credit to the amount owing for this period any deposit paid by the Eligible Parent to the Agency.

A16.0 REPORTING ABSENTEEISM TO CITY

A16.1 The Agency shall contact the City on the fifth morning of each 5-day period to inform of any child receiving Child Care Fee Subsidy that has been absent for five consecutive scheduled days without sufficient reason for being absent, as determined by the City.

A17.0 ABSENTEEISM OF CHILD RECEIVING CHILD CARE FEE SUBSIDY

A17.1 The City may, in its sole discretion, reduce proportionally the amount of the Per Diem payable to the Agency where the absenteeism of a child receiving Child Care Fee Subsidy exceeds the maximum number of approved Paid Days Away, as determined from time to time by the **Service System Manager**.

A18.0 PAYMENT FOR STATUTORY HOLIDAYS AND OTHER CLOSURES

A18.1 The City may, in its sole discretion, reduce proportionally the amount of Per Diem payable to the Agency with respect to Statutory Holidays or other closures of the Licensed Child Care Centre.

A19.0 AGENCY TO COLLECT PARENTAL CONTRIBUTION

A19.1 The Agency shall collect the Parental Contribution from the Eligible Parent.

A20.0 NO ADDITIONAL FEES – PER DIEM

A20.1 The Agency shall not collect any further fees or amount from the Eligible Parent or from the City where the City has paid or will pay the Market Rate.

A21.0 CEASING FUNDING FOR CHILD RECEIVING CHILD CARE FEE SUBSIDY

A21.1 At any time the City may cease providing to the Agency the Per Diem for a child receiving Child Care Fee Subsidy if, in the opinion of the **Service System Manager**, acting reasonably, there is a threat to the health, safety or welfare of the child receiving Child Care Fee Subsidy at the Licensed Child Care Centre.

A21.2 The Agency agrees that the **Service System Manager**, acting reasonably, may notify the Eligible Parent of their opinion that there is a threat to the health, safety or welfare of the child receiving Child Care Fee Subsidy at the Licensed Child Care Centre.

Schedule "B"
LICENSED CHILD CARE CENTRE: GENERAL OPERATING GRANT

B1.0 LICENSED UNDER CHILD CARE AND EARLY YEARS ACT

B1.1 At each site, the Agency must be licensed under the provisions of the Child Care and Early Years Act to provide Licensed Child Care Centre services in Ontario.

B2.0 DOCUMENTATION

B2.1 The Agency shall provide the documentation as required above and as required in Schedule A of this Attachment.

B3.0 REPORTING

B3.1 Annually, the Agency shall provide a financial statement, special purposes report and/or reconciliation report(s) with respect to the grants provided pursuant to this Part in a form acceptable to the **Service System Manager**.

B4.0 SERVICE DESCRIPTION

B4.1 Annually the Agency will provide the City with a Service Description in a form acceptable to the **Service System Manager** that will set out at a minimum, the Licensed Capacity, the Operating Capacity of the prior year and projected Operating Capacity of the upcoming year of the Licensed Child Care Centre.

B5.0 RETURN OF FUNDS

B5.1 In the event that the actual Operating Capacity is less than as identified in the Service Description, the Agency shall, at the request of the Service System Manager, return the funds in an amount reflective of the underachieved targets, solely as determined by the **Service System Manager**.

B6.0 USE OF FUNDS

B6.1 The Agency may use the Operating Grant only for ongoing costs such as:

- (a) staff wages and benefits (but only to offset salary costs over and above the Agency's regulatory requirements for minimum wage and mandatory benefits);
- (b) lease and occupancy costs;
- (c) utilities;
- (d) administration;
- (e) transportation for children;
- (f) resources;
- (g) nutrition;
- (h) supplies; and,
- (i) maintenance.

B6.2 The Agency shall not use the Operating Grant for capital debt costs.

B6.3 Notwithstanding any other provision in this Agreement, the Service System Manager may increase or decrease the funding amount provided from time to time by giving written notice of the change to the Agency.

Schedule "C"

LICENSED HOME CHILD CARE CHILD: CARE FEE SUBSIDY REQUIREMENTS

C1.0 DOCUMENTATION

- C1.1 In addition to the documentation requirements in Schedule A, the Agency must provide the following documentation to the City for each Site, prior to signing, immediately as any changes occur, and on an annual basis:
- (a) Verification of the license under the Child Care and Early Years Act;
 - (b) A list of the Market Rates for the upcoming year in a form acceptable to the **Service System Manager**. Where the Agency is a corporation, the Market Rates shall be those established by its Board of Directors. Where the Agency is not a corporation, the Agency shall provide a commissioned affidavit (administered by a Commissioner of Oaths) setting out the Market Rates;
 - (c) The Agency's written policy with respect to the provision of early learning and child care services to children identified as having special needs, in a form acceptable to the **Service System Manager**;
 - (d) The Agency's written statement with respect to the Agency's participation in early learning and child development planning networks and professional associations, in a form acceptable to the **Service System Manager**;
 - (e) The Agency's written statement with respect to the Agency's meaningful participation in a Quality Assessment and Improvement Program, in a form acceptable to the **Service System Manager**; and,
 - (f) Additional reporting as requested by the Service System Manager.

C2.0 ATTENDANCE RECORDS

- C2.1 The Agency shall submit accurate attendance records to the City within the first five (5) business days of the calendar month subsequent to the month in which the Licensed Home Child Care services for a child receiving Child Care Fee Subsidy were provided. The Agency shall ensure that the type and hours of care provided are recorded according to the appropriate child care payment claim forms as provided by the City.
- C2.2 Accurate attendance records received within the above timeline will be processed by the City on a priority basis. The Agency agrees that late submission of attendance records may result in delayed processing and delayed payments.
- C2.3 If the Agency fails to submit the records by the date above, the City may withhold any payments to the Agency until such time as the Agency provides the records.

C3.0 LICENSED UNDER CHILD CARE AND EARLY YEARS ACT

- C3.1 At each Site, the Agency must be licensed under the provisions of the Child Care and Early Years Act to provide Licensed Home Child Care services in Ontario.

B4.0 NOTIFICATION OF ELIGIBLE PARENT

- C4.1 Where the City notifies the Agency in writing that the City has approved a parent as an Eligible Parent, the Agency agrees to provide Licensed Home Child Care services to that Eligible Parent.

C5.0 SERVICES IN ACCORDANCE WITH CHILD CARE AND EARLY YEARS ACT, ETC.

- C5.1 The Agency shall ensure that Licensed Home Child Care services it provides to an Eligible Parent are in accordance with the Child Care and Early Years Act, the Guidelines, the Operating Criteria, and any other requirement of the City.

C6.0 WHEN ENROLMENT COMMENCES

- C6.1 The Agency shall calculate enrolment as commencing upon the first day of attendance of the child receiving Child Care Fee Subsidy as approved by the City.

C7.0 WHEN ENROLMENT TERMINATES

C7.1 The Agency shall calculate enrolment as terminating upon the last day of attendance of the child receiving Child Care Fee Subsidy, unless the Agency did not receive 10 days' notice of termination from the Eligible Parent.

C8.0 WHEN ENROLMENT TERMINATES WITHOUT TEN DAYS' NOTICE TO THE AGENCY

C8.1 Where the Eligible Parent terminated attendance of the child receiving Child Care Fee Subsidy without ten days' notice to the Agency, the Agency shall calculate enrolment as terminating up to a maximum of ten (10) days after the child receiving Child Care Fee Subsidy's last day of attendance. The Agency shall deduct from or credit to the amount owing for this period any deposit paid by the Eligible Parent to the Agency.

C9.0 REPORTING ABSENTEEISM TO CITY

C9.1 The Agency shall contact the City on the fifth morning of each 5-day period to inform of any child receiving Child Care Fee Subsidy that has been absent for five consecutive scheduled days without sufficient reason for being absent, as determined by the City.

C10.0 ABSENTEEISM OF CHILD RECEIVING CHILD CARE FEE SUBSIDY

C10.1 The City may, in its sole discretion, reduce proportionally the amount of the Per Diem payable to the Agency where the absenteeism of a child receiving Child Care Fee Subsidy exceeds the maximum number of approved Paid Days Away, as determined from time to time by the **Service System Manager**.

C11.0 PAYMENT FOR STATUTORY HOLIDAYS AND OTHER CLOSURES

C11.1 The City may, in its sole discretion, reduce proportionally the amount of Per Diem payable to the Agency with respect to Statutory Holidays or other closures of the Licensed Home Child Care Agency.

C12.0 AGENCY TO COLLECT PARENTAL CONTRIBUTION

C12.1 The Agency shall collect the Parental Contribution from the Eligible Parent.

C13.0 NO ADDITIONAL FEES – PER DIEM

C13.1 The Agency shall not collect any further fees or amount from the Eligible Parent or from the City where the City has paid or will pay the MarketRate.

C14.0 CEASING FUNDING OF CHILD RECEIVING CHILD CARE FEE SUBSIDY

C14.1 At any time the City may cease providing to the Agency the Per Diem for a child receiving Child Care Fee Subsidy if, in the opinion of the **Service System Manager**, acting reasonably, there is a threat to the health, safety or welfare of the child receiving Child Care Fee Subsidy at the Licensed Home Child Care Agency.

C14.2 The Agency agrees that the **Service System Manager**, acting reasonably, may notify the Eligible Parent of their opinion that there is a threat to the health, safety or welfare of the child receiving Child Care Fee Subsidy at the Licensed Home Child Care Agency.

Schedule “D”
LICENSED HOME CHILD CARE: GENERAL OPERATING GRANT

D1.0 LICENSED UNDER CHILD CARE AND EARLY YEARS ACT

D1.1 At each site, the Agency must be licensed under the provisions of the Child Care and Early Years Act to provide Licensed Home Child Care services in Ontario.

D2.0 DOCUMENTATION

D2.1 The Agency shall provide the documentation as required in Schedule A of this Agreement.

D3.0 REPORTING

D3.1 Annually, the Agency shall provide a financial statement, special purposes report and/or reconciliation report(s) with respect to the grants provided pursuant to this Part in a form acceptable to the **Service System Manager**.

D4.0 SERVICE DESCRIPTION

D4.1 Annually the Agency will provide the City with a Service Description in a form acceptable to the **Service System Manager** that will set out at a minimum, the Licensed Capacity and the Operating Capacity of the prior year and the Projected Operating Capacity of the upcoming year, or the Licensed Home Child Care Agency.

D5.0 RETURN OF FUNDS

D5.1 In the event that the actual Operating Capacity is less than as identified in the Service Description, the Agency shall, at the request of the Service System Manager, return the funds in an amount reflective of the underachieved targets solely as determined by the **Service System Manager**.

D6.0 USE OF FUNDS

D6.1 The Agency may use the Operating Grant only for ongoing costs such as:

- (a) Staff wages and benefits (but only to offset salary costs over and above the Agency’s regulatory requirements for minimum wage and mandatory benefits);
- (b) payments to Licensed Home Child Care Providers
- (c) lease and occupancy costs;
- (d) utilities;
- (e) administration;
- (f) transportation for children;
- (g) resources;
- (h) nutrition;
- (i) supplies; and,
- (j) maintenance.

D6.2 The Agency shall not use the Operating Grant for capital debt costs.

D6.3 Notwithstanding any other provision in the Agreement, the Service System Manager may increase or decrease the funding amount provided from time to time by giving written notice of the change to the Agency.

**Schedule “E”
CHILDREN’S RECREATION PROGRAM CHILD CARE FEE
SUBSIDY REQUIREMENTS**

E1.0 DOCUMENTATION

- E1.1 In addition to the documentation requirements in Schedule A, the Agency must provide the following documentation to the City for each Site, prior to signing, and immediately as any changes occur, and annually:
- (a) Verification of affiliation with High Five or accreditation by the Ontario Camping Association, as specified in the Guidelines;
 - (b) A list of the daily Market Rates for the upcoming year in a form acceptable to the **Service System Manager**. Where the Agency is a corporation, the Market Rates shall be those established by its Board of Directors. Where the Agency is not a corporation, the Agency shall provide a commissioned affidavit (administered by a Commissioner of Oaths) setting out the Market Rates;
 - (c) The Agency’s written policy with respect to the provision of early learning and child care services to children identified as having special needs, in a form acceptable to the **Service System Manager**;
 - (d) The Agency’s written statement with respect to the Agency’s participation in early learning and child development planning networks and professional associations, in a form acceptable to the **Service System Manager**; and,
 - (e) The Agency’s written statement with respect to the Agency’s meaningful participation in a Quality Assessment and Improvement Program, in a form acceptable to the **Service System Manager**.

E2.0 PAYMENT AND ATTENDANCE RECORDS

- E2.1 The City will pay to the Agency in respect of each child receiving Child Care Fee Subsidy the Per Diem less the Parental Contribution for each day the child receiving Child Care Fee Subsidy attends the Children’s Recreation Program.
- E2.2 The Agency shall submit accurate attendance records to the City within the first five (5) business days of the calendar month subsequent to the month in which the Children’s Recreation Program services for a child receiving Child Care Fee Subsidy were provided. The Agency shall ensure that the type and hours of care provided are recorded according to the appropriate payment claim forms as provided by the City.

E3.0 AGENCY FALLS WITHIN DEFINITION UNDER CHILD CARE AND EARLY YEARS ACT

- E3.1 The Agency represents, warrants and covenants that it falls within the definition of “children’s recreation program” under Ontario Regulation 138/15, or any successor regulation, and that it provides children’s recreation programs for children who are at least four years of age but less than 13 years of age, or otherwise as set out in Ontario Regulation 138/15, and that it provides child care supporting the health, safety and well-being of children.

E4.0 NOTIFICATION OF ELIGIBLE PARENT

- E4.1 Where the City notifies the Agency in writing that the City has approved a parent as an Eligible Parent, the Agency agrees to provide the Children’s Recreation Program services to that Eligible Parent.

E5.0 SERVICES IN ACCORDANCE WITH CHILD CARE AND EARLY YEARS ACT, ETC.

- E5.1 The Agency shall ensure that Children’s Recreation Program services it provides to an Eligible Parent are in accordance with the Child Care and Early Years Act, the Guidelines, the Operating Criteria, and any other requirement of the City (including the City’s program operating and quality checklist).

E6.0 REPORTING ABSENTEEISM TO CITY

E6.1 The Agency shall contact the City on the fifth morning of each 5-day period to inform of any child receiving Child Care Fee Subsidy that has been absent for five consecutive days without sufficient reason for being absent, as determined by the City.

E7.0 NO PAYMENT IF ABSENT IN PRECEDING 5-DAY PERIOD

E7.1 Where a child receiving Child Care Fee Subsidy has been absent for a 5-day period, the City shall not pay the Agency for any subsequent 5-day periods, unless the Agency obtains the prior written approval of the City.

E8.0 NO ADDITIONAL FEES – PER DIEM

E8.1 The Agency shall not collect any further fees or amount from the Eligible Parent or from the City where the City has paid or will pay the Market Rate.

E9.0 CEASING FUNDING OF CHILD RECEIVING CHILD CARE FEE SUBSIDY

E9.1 At any time the City may cease providing to the Agency the Per Diem for a child receiving Child Care Fee Subsidy if, in the opinion of the **Service System Manager**, acting reasonably, there is a threat to the health, safety or welfare of the child receiving Child Care Fee Subsidy at the Children’s Recreation Program.

E9.2 The Agency agrees that the **Service System Manager**, acting reasonably, may notify the Eligible Parent of their opinion that there is a threat to the health, safety or welfare of the child receiving Child Care Fee Subsidy at the Children’s Recreation Program.

Schedule "F"

SPECIAL NEEDS RESOURCING REQUIREMENTS

F1.0 DOCUMENTATION

- F1.1 The Agency shall provide the documentation as required in Schedule A. The Agency shall maintain documentation of staff qualifications, including documentation evidencing that the person acting as a resource teacher falls under section 55 of Ontario Regulation 137/15, or any successor regulation.
- F1.2 If requested by the **Service System Manager**, the Agency shall forthwith provide such documentation to the City.

F2.0 REPORTING

- F2.1 The Agency shall provide a report to the City on the services provided under this Agreement, the frequency, form and content of which report shall be determined by the **Service System Manager**, but will be provided not less than on an annual basis.

F3.0 SERVICE AND FINANCIAL TARGETS

- F3.1 The Agency shall report accurate service and financial targets to the City within a timeframe determined by the **Service System Manager**. Failure to submit this information within the specified timeframe may result in the withholding of any subsequent payments.

F4.0 AGENCY FALLS WITHIN CHILD CARE AND EARLY YEARS ACT

- F4.1 The Agency represents, warrants and covenants that it provides staff, equipment, supplies or services with respect to the needs of children with special needs:
- (a) in a place where Licensed Home Child Care is provided;
 - (b) in a place where a Children's Recreation Program is provided; or
 - (c) in a Licensed Child Care Centre.

F5.0 SERVICES IN ACCORDANCE WITH CHILD CARE AND EARLY YEARS ACT, ETC.

- F5.1 The Agency shall ensure that Special Needs Resourcing services it provides are in accordance with the Child Care and Early Years Act, the Guidelines, the Operating Criteria, and any other requirement of the City.

F6.0 LOCATION OF SERVICES

- F6.1 The Agency shall be funded for providing Special Needs Resourcing only at the following locations:
- (a) in a place where Licensed Home Child Care is provided,
 - (b) in a place where a Children's Recreation Program is provided, or
 - (c) in a Licensed Child Care Centre.

F7.0 RANGE OF SERVICES

- F7.1 The Agency shall provide a range of services with respect to the needs of children with special needs.

F8.0 STAFF NUMBERS AND STAFF QUALIFICATIONS

- F8.1 The Agency represents, warrants and covenants that it has all of the required staff under Ontario Regulation 137/15 or any successor regulation or legislation, including but not limited to a resource teacher as defined in section 55 of Ontario Regulation 137/15.

F9.0 USE OF FUNDING

F9.1 The Agency shall only use Special Needs Resourcing funding from the City as follows:

- (a) Hire or acquire the services of a resource teacher/consultant and/or supplemental staff where necessary (including salary and benefits) to support the inclusion of children with special needs;
- (b) Provide professional development opportunities to support staff in licensed child care settings working with children with special needs and their parents/families to support inclusion; or,
- (c) Purchase or lease specialist/adaptive equipment and supplies to support children with special needs.

F10.0 DETERMINATION OF FUNDING

F10.1 The **Service System Manager** will determine the amount of funding in accordance with the Child Care and Early Years Act, available funding, and the City's analysis process of the Agency's budget and service targets.

F11.0 CHANGE IN FUNDING

F11.1 Notwithstanding any other provision in this Agreement, the **Service System Manager** may increase or decrease the funding amount from time to time by giving written notice of the change to the Agency.

ATTACHMENT “D”

NEIGHBOURHOOD, CHILDREN, AND, FIRE SERVICES STANDARD PURCHASE OF SERVICES (<\$50,000)

Please contact [INSERT CITY CONTACT] as needed with further questions, requests for approvals, and year-end financial reporting.

The Agency agrees to provide those services described in the Schedules below.

I acknowledge and agree with terms set forth in this Attachment.

Recipient: [INSERT NAME]

Executive Director/Designate:

Signature: _____

Print Name: _____

E-mail: _____

Phone: _____

Date: _____

1 Supply of Services

- 1.1 The City retains the Service Provider to provide those services itemized in clause 3.1 (“Services”), and the Service Provider agrees to provide the Services herein under the general direction and control of the Deputy City Manager, Social and Health Development or their written designate.
- 1.2 The Service Provider agrees that during the term of this Agreement it will provide its Services on a non-exclusive basis.
- 1.3 It is acknowledged by the City that this is not an exclusive Agreement with the Service Provider and that the Service Provider provides similar services to other companies.
- 1.4.1 The Service Provider agrees to supply at its sole cost and expense all staff, equipment, vehicles, accommodations and technical assistance necessary to perform the Services to be furnished by the Service Provider under this agreement and shall assume all overhead expenses in connection therewith, except as approved under clause 2.2.
- 1.5 When required by the City, the Service Provider shall provide for approval by the Deputy City Manager, Social and Health Development or their written designate a schedule showing Services to be completed in each month or such other time frame as determined by the Deputy City Manager, Social and Health Development or their written designate

2. Service Provider’s Fees

- 2.1 The City shall pay the Service Provider in accordance with the provisions set forth in Schedule “2” and that payment will not exceed the budget limits contained in Schedule “2” without the express written agreement of the Deputy City Manager, Social and Health Development or their written designate
- 2.2 In addition to the fee, the City may reimburse Service Provider at cost for out of pocket expenses that it expects in carrying out this agreement including but not limited to vehicle use charges, travelling and internet charges, printing and reproduction costs, and special delivery charges, provided that same are pre-approved in writing by the Deputy City Manager, Social and Health Development or their written designate
- 2.3 The Service Provider shall keep time dockets showing all time worked in each month, records, receipts, vouchers and documents as will verify to the satisfaction of the Deputy City Manager, Social and Health Development or their written designate the time spent performing services in each month, the services performed and the out-of-pocket expenses incurred in accordance with this Agreement for which billings have been submitted. Upon the request of the Deputy City Manager, Social and Health Development or their written designate, the Service Provider shall furnish such documentation to the satisfaction of the Deputy City Manager, Social and Health Development or their written designate to verify the time spent performing services, the services performed and the out-of-pocket expenses incurred.
- 2.4 The Service Provider will submit to the City an invoice for each installment, approved out-of-pocket expenses and applicable taxes for all Services completed in the immediately preceding month.

3. Services Provided

- 3.1 The Service Provider shall deliver to the City the Services as set out in Schedule “1” as changed, altered, removed from, or added to in accordance with this Agreement.
- 3.2 In addition to the Services set out in Schedule “1” the Service Provider shall include:
 - (a) Methodology and timeline to complete the project;
 - (b) Demonstrated experience and qualifications required to perform project; and
 - (c) List of personnel who will be directly involved in the completion of the project.

4. Term

- 4.1 This Agreement shall take effect on signing by both parties and will continue until the earliest of the completion of the deliverables outlined in clause 3.1, one year after the signing by both parties, or termination by either party under clause 6.1.

5. The Service Provider/City Relationship

- 5.1 The Service Provider, in compliance with its obligations under this Agreement, shall be solely responsible for all statutory obligations related to the payment of CPP, WSIB, and taxes.
- 5.2 The parties hereto are each independent of the other and this Agreement shall not operate to create a partnership, joint venture, employment arrangement, master servant relationship or any other similar relationship between the City and the Service Provider or between the City and any employees, agent or contractor of the Service Provider.

6. Termination

- 6.1 The City may at any time by two (2) days' written notice to the Service Provider suspend or terminate the Services or any portion thereof at any stage of the Agreement. Upon receipt of such written notice, the Service Provider shall perform no further Services or incur any disbursements other than those reasonably necessary to close out its Services.
- 6.2 In the event of termination in accordance with clause 6.1, the City shall pay to the Service Provider only for those Services completed and disbursements incurred up to the date notice is given, and the Service Provider will accept such payment in full satisfaction for all services performed.

7. Changes and Additional Services

- 7.1.1 With the consent of the Service Provider, the Deputy City Manager, Social and Health Development or their written designate may in writing, at any time after the execution of this Agreement or the commencement of the Services, delete, extend, increase, vary or otherwise alter the Services forming the subject of this Agreement.

8. Previous Agreements

- 8.1 This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to this Agreement.

SCHEDULE “1”

<Insert Description of Services>

<Insert Methodology and timeline to complete project>

<Insert demonstrated experience and qualifications required to perform project>

<Insert list of personnel who will be directly involved in the completion of project>

SCHEDULE "2" – SERVICE PROVIDER'S FEES

Payment Details:

Budget Limit: \$

ATTACHMENT “E”
LETTER OF UNDERSTANDING

[INSERT DATE]

[INSERT NAME AND
ADDRESS OF AGENCY]

RE: [Describe Funding Opportunity]

Dear [insert contact name],

This letter is to confirm the [ONE-TIME or RECURRING] funding allocation in the amount of \$[INSERT AMOUNT] from the [INSERT CHILD & YOUTH NETWORK OR OTHER] to support, rental, administrative, and costs associated with [INSERT NAME OF PROGRAM/ FACILITY, etc.]

By signing this Letter of Understanding, you are agreeing to accept the following terms:

1. The funds are to be used solely for the purpose stated in the attached project plan. Any changes in this plan require written consent of the City of London (City), on behalf of the [INSERT Child Youth Network (CYN) OR OTHER].
2. Recognize the [CYN OR OTHER] as a funding partner in all publicity (print or broadcast media) and on all promotional items related to this project/intervention.
3. Where applicable, purchasing processes designed to achieve best value will be followed (e.g. competitive quotes are solicited). All quotes will be included as part of final reporting.
4. Return any unspent funding to the City, on behalf of the [CYN OR OTHER], at the end of the current year, unless the City has given prior written approval for such funds to be spent on specific programs and/or services that extend into the next calendar year.
5. Provide the City, on behalf of the [CYN OR OTHER], with reporting on financial expenditures and program outcomes as requested in a format that is acceptable to the City. If the City determines that the funding has not been used as required under this Letter of Understanding, such funds shall become immediately due and payable upon demand by the City.

Please sign and return **one** original letter acknowledging your understanding and acceptance of the above mentioned conditions.

Thank you for your significant contribution to the [Child and Youth Network OR OTHER].

Please contact [INSERT CITY CONTACT] as needed with further questions, requests for approvals, and year-end financial reporting.

The Agency agrees to provide those services described in the Project Plan below.

I acknowledge and agree with terms set forth in this Attachment.

Recipient: [INSERT NAME]

Executive Director/Designate:

Signature: _____

Print Name: _____

E-mail: _____

Phone: _____

Date: _____

Sincerely,

[INSERT NAME]
Deputy City Manager, Social and Health Development

cc: [INSERT CITY CONTACTS]

Project Plan [EXAMPLE: TO BE UPDATED AS APPLICABLE]

I. Name: Child and Youth Network 2019 Family Centre Support
II. Description (<i>Brief overview</i>): Family Centres are easily-identifiable neighbourhood spaces attached to schools where families can access a full range of services to help them be successful in all areas of their lives. Instead of families having to go to multiple agencies or organizations across London to receive services, Family Centres provide services to families in an integrated, accessible, and family friendly way.
III. Partners: Organizations associated with the Child and Youth Network’s Family-Centred Service System priority area. Specifically: <ul style="list-style-type: none">• [INSERT APPLICABLE PARTNERS]
IV. Funding supported from [INSERT CYN OR OTHER]: <ol style="list-style-type: none">1. A one-time allocation of City of London funds in the amount of \$[INSERT AMOUNT] to support the administrative costs associated the Family Centre for the period of January 2019 - December 2019.2. A one-time allocation of City of London funds in the amount of \$[INSERT AMOUNT] to support the costs associated with rent at the Family Centre for the period of January 2019 - December 2019 and custodial hours that are outside the general operating hours of the landlord.

Please contact [INSERT CITY CONTACT NAME, POSITION, AND CONTACT INFORMATION] should components funded change in any way.

CHILD AND FAMILY SUPPORT PROGRAMS SPACE LEASE

THIS LEASE made as of the day of , 20[•]

B E T W E E N:

THAMES VALLEY DISTRICT SCHOOL BOARD

(hereinafter “**TVDSB**”)

OF THE FIRST PART

- AND -

[•]

(hereinafter the “**Operator**”)

OF THE SECOND PART

WITNESSETH AS FOLLOWS:

ARTICLE 1 - BASIC TERMS, DEFINITIONS

1.01 Basic terms

- (a) Landlord: Thames Valley District School Board
Address: 1250 Dundas Street
Box 5888
London, Ontario N6A 5L1
- (b) Operator: [•]
Address: [•]
- (c) Premises: The area designated in various coloured cross-hatching on Schedule A hereto of the building located at [•], London, Ontario, [•].
- (d) Rent: \$[•] per year (which amount has been calculated in the manner set forth in Schedule B hereto and is subject to adjustment as provided for in Section 3.05).
- (e) Term: [Sixty (60) consecutive months], starting on the Commencement Date and subject to renewal as provided for in Section 2.04.

Commencement Date: The later of [•] and the substantial completion of the Project;

- (f) Permitted Uses: As provided for in Article 5; and
- (g) Hours of Operation: The permitted hours of operation for the Premises shall be [[•] a.m. until [•] p.m.] **[Note to draft: Identify applicable days of the week.]**, as provided for in Section 5.03. **[Note to draft: To Discuss.]**

1.02 Definitions

In this Lease, unless there is something in the subject matter or context inconsistent therewith, the following terms have the following respective meanings:

- (a) **“Applicable Laws”** means all statutes, laws, by-laws, regulations, ordinances, orders and requirements of governmental or other public authorities having jurisdiction over: the Premises, the Building; the School; TVDSB; the Operator; any Group One Persons; and/or, the conduct of the Programs, as the same may be amended, from time to time;
- (b) **“Building”** means the entirety of the building shown in the inset drawing on Schedule A hereto and includes any future additions thereto;
- (c) **“Building Systems”** means:
 - (i) the heating and ventilation systems and all other systems, services, installations and facilities from time to time installed in or servicing the Premises (or any portion thereof) including, but not limited to, the following systems, services, installations and facilities: mechanical (including plumbing, drainage and sewage), electrical and other utilities, lighting, life safety (including fire prevention, communications, security and surveillance), and refuse removal; and

- (ii) all machinery, appliances, equipment, apparatus, components, computer software and appurtenances forming part of or used for or in connection with any of such systems, services, installations and facilities including, but not limited to, boilers, motors, generators, fans, pumps, pipes, conduits, ducts, valves, wiring, meters and controls, and the structures and shafts housing and enclosing any of them;

- (d) **“Commencement Date”** means the date set out in Section 1.01(e);

- (e) **“Entrance”** means the entrance to the Premises identified on [Schedule A] hereto;

- (f) **“Event of Default”** has the meaning set out in Section 14.01;

- (g) **“Group One”** means: the Operator’s directors, officers, employees, servants, agents, volunteers, invitees and others for whom the Operator is responsible for at law; any and all Permitted Licensees and their respective directors, officers, employees, servants, agents, volunteers, invitees and others for whom the respective Permitted Licensees are responsible for at law; and, all Participants and any and all persons accompanying a Participant in the Premises or on the School property;

- (h) **“Group One Person”** means one or more of the persons forming part of Group One;

- (i) **“Group Two”** means : the Operator’s directors, officers, employees, servants, agents, volunteers, invitees and others for whom the Operator is

responsible for at law; and/or, any and all Permitted Licensees and their respective directors, officers, employees, servants, agents, volunteers, invitees and others for whom the respective Permitted Licensees are responsible for at law;

- (j) **“Group Two Person”** means one or more of the persons forming part of Group Two;
- (k) **“Leasehold Improvements”** means all fixtures, improvements, installations, alterations and additions from time to time made, erected or installed by or on behalf of the Operator or any Group One Person including doors, hardware, partitions (including moveable partitions) and wall-to-wall carpeting (including, without limitation, those contemplated for the Renovation), but excluding furniture and equipment not in the nature of fixtures;
- (l) **“Participant”** means an individual: taking part in; attending; enrolled in; receiving services under; or otherwise making use of or attempting to make use of or participate in, any Program;
- (m) **“Permitted Licensee”** means a Proposed Licensee who completes the requirements of Section 10.02 and who enters into a license arrangement with the Operator, with the written consent of TVDSB;
- (n) **“person”** means any individual, firm, partnership, corporation, joint venture, trust, utility, unincorporated association or a government authority, department or other agency;

- (o) “**Premises**” means the premises identified in Section 1.01(c);
- (p) “**Principal**” means the principal of the School, from time to time;
- (q) “**Programs**” means the programs permitted by TVDSB to be operated by the Operator (and/or Permitted Licensees), in the Premises, as contemplated by Section 5.01;
- (r) “**Project**” means the construction of the Premises;
- (s) “**Proposed Licensee**” has the meaning set out in Section 10.02;
- (t) “**Rent**” means the rent payable by the Operator pursuant to Section 3.02;
- (u) “**Rental Taxes**” means any and all taxes or duties imposed on TVDSB or the Operator measured by or based in whole or in part on the Rent payable under the Lease, whether existing at the date of this Lease or hereinafter imposed by any governmental authority, including, without limitation, goods and services tax, value added tax, HST, business transfer tax, retail sales tax, federal sales tax, excise taxes or duties, or any tax similar to any of the foregoing;
- (v) “**School**” means TVDSB’s school known as [•] and located at [•], London, Ontario, [•];
- (w) “**Term**” means the period specified in Section 2.03 and, where the context requires, any renewal, extension or overholding thereof;
- (x) “**Transfer**” means an assignment of this Lease, in whole or in part, a sublease or license of all or any part of the Premises, any transaction

whereby any of the rights of the Operator under this Lease or to the Premises are transferred to another person, any transaction by which any right of use or occupancy of all or any part of the Premises is shared with or conferred on any person, any mortgage, charge or encumbrance of this Lease or the Premises or any part thereof, or any transaction or occurrence whatsoever which has changed or will change the identity of the person having lawful use or occupancy of any part of the Premises; and

- (y) **“TVDSB Early Years Advisor”** means the person designated by TVDSB, from time to time, to perform the functions of the TVDSB Early Years Advisor contemplated hereunder.

ARTICLE 2 - DEMISE AND TERM

2.01 Demise

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Operator to be paid, observed and performed, TVDSB demises and leases to the Operator and the Operator rents from TVDSB the Premises.

2.02 Resolution of Unspecified Matters

The Principal and the site staff of the Operator shall, in good faith, endeavour to resolve and reach agreement with respect to day to day issues relating to the Operator's or any Permitted Licensee's use of the Premises to the extent not specified herein. Failing resolution of any such matter, it shall be referred to the TVDSB Early Years Advisor and the determination of the TVDSB Early Years Advisor in that regard shall be determinative.

Notwithstanding the foregoing, nothing contained in this section 2.02 is intended to vary any provision of this Lease which contemplates a specific approval or resolution process.

2.03 Term

The Term shall commence on the Commencement Date and end on the last day of the month which is the fifty-ninth consecutive month following the month during which the Commencement Date occurs, unless renewed pursuant to the provisions of this Lease.

2.04 Option to Renew

Provided that the Operator has duly paid the Rent hereunder and shall have duly observed and performed all the covenants and conditions hereunder on the part of the Operator to be observed and performed, the Operator shall have the option to renew the Lease for an additional sixty (60) consecutive months, such renewal term thereby created to begin on the expiration of the Term and all of the terms, covenants and provisions of this Lease shall apply to such renewal, with the following exceptions: the Operator shall not have any further option to renew the Lease beyond the renewal term; the rent payable by the Operator during the renewal term must be agreed to by the parties prior to the commencement of the renewal term; TVDSB shall be satisfied, in its discretion, with any renewal arrangements for Permitted Licensees during such renewal term; and, if during such renewal term, TVDSB, in its discretion, decides to cease to operate the School, it shall provide the Operator with not less than twelve (12) months prior written notice of its intention to do so and upon the expiry of such twelve (12) month notice period this Lease, as renewed, shall terminate and be at an end, except for the obligation of the Operator to pay any amounts owing by the Operator to TVDSB for the period ending on the date of such termination.

2.05 Holding-Over

If at the expiration of the Term (or any renewal term, as the case may be), the Operator shall hold-over with the consent of TVDSB, the tenancy of the Operator thereafter shall, in the absence of a written agreement to the contrary, be on a month to month basis, at a monthly rent equal to one-twelfth (1/12) of the annual Rent payable for the year immediately preceding such expiration, payable monthly in advance on the first (1st) day of each month and such tenancy shall be subject to all other terms and conditions of this Lease, including, section 3.05 hereof; and, provided that, TVDSB may by notice in writing terminate any such month to month tenancy on sixty (60) days prior written notice to the Operator.

ARTICLE 3 - RENT**3.01 Covenant to Pay, Gross Lease**

The Operator covenants to pay Rent as provided in this Lease. It is the intention of the parties that the Rent provided to be paid shall be gross to TVDSB and inclusive of all taxes, costs and charges arising from or relating to the Premises, unless otherwise provided for herein and the Operator covenants with TVDSB accordingly.

3.02 Rent

Subject to Section 3.05, the Operator covenants and agrees to pay, from and after the Commencement Date, to TVDSB at the office of TVDSB set out in section 1.01(a) above, or to such other location as TVDSB shall direct by notice in writing, in lawful money of Canada, without any prior demand therefor and without any deduction, abatement or set-off whatsoever, as annual Rent, the sum of \$[•], payable in monthly instalments of \$[•],

with the first payment due on the Commencement Date and subsequent monthly instalments due on the first day of each month thereafter throughout the Term.

3.03 Taxes

- (a) The Operator will pay to TVDSB the Rental Taxes assessed on: (i) the Rent; (ii) TVDSB; and/or (iii) the Operator and/or any Permitted Licensee pursuant to the laws, rules and regulations governing the administration of the Rental Taxes by the authority having jurisdiction, and as such may be amended from time to time during the Term of this Lease or any extension thereof.
- (b) The Operator shall pay all taxes, rates, charges and licence fees assessed, levied or imposed in respect of the personal property, business or income of the Operator as and when the same may become due and payable.

3.04 Rent Past Due

If the Operator fails to pay any Rent when the same is due and payable, such unpaid amount shall bear interest at the rate of eighteen percent (18%) per annum (calculated monthly at the rate of one and one-half percent (1.5%)), such interest to be calculated from the time such Rent becomes due until paid by the Operator.

3.05 Amendment to Amount of Rent

- (a) The Operator acknowledges that the Rent will be increased, from time to time, on the basis of the calculations set forth in Schedule B hereto. The Operator further acknowledges that such calculations utilize, in part, certain figures commonly referred to as the Ministry of Education facility annual operating grant amount and its facility renewal grant amount. To the extent that one or both of such Ministry of

Education grant amounts are increased, at any time during the Term, the Rent shall be increased using the respective increased amount and otherwise on the basis of the calculations set forth in Schedule B hereto, effective as of the date the Ministry of Education announces any such increase(s).

- (b) As indicated in Schedule B hereto, the number of hours per annum that Permitted Activities at the Premises may be undertaken forms part of the calculation of Rent. To the extent that there is an increase in said hours, the amount of Rent will be adjusted accordingly taking into account such increase.

ARTICLE 4 - UTILITIES AND BUILDING SYSTEMS

4.01 Utilities and Other Services

TVDSB shall be responsible for providing heat, hydro, water, garbage removal, custodial services and supplies (as outlined in Schedule C), snow removal and any other utility which is available in the School generally. Notwithstanding the generality of the foregoing, TVDSB's responsibility to provide custodial services shall extend only to those times that TVDSB has assigned a custodian to the School generally, which for purposes of certainty does not include weekends. [In the event that the Operator wishes to operate at the Premises, or any Permitted Licensee wishes to operate at the Premises, on a weekend or at any other time when TVDSB has not assigned a custodian to the School generally, the Operator shall request that TVDSB provide a custodian during such time and the direct costs of such custodian (actual wages and benefits) shall be the responsibility of the Operator. TVDSB shall provide an invoice to the Operator for all such costs and the Operator shall be responsible for the payment of same, within thirty (30) days of receipt of the respective invoice. As of the date of this Lease, custodians will not be assigned by

TVDSB to the School generally on weekends, statutory holidays, Ontario Family Day, Easter Monday, Civic Holiday (August), December 24th and December 31st in each year.][**Note to draft: To review in terms of Hours of Operation, etc.**]

4.02 No Overloading

The Operator will not install or permit to be installed any equipment which would exceed or overload the capacity of the utility facilities in the Premises or the Building or the electrical wiring and service in the Premises or the Building. The Operator shall ensure that any equipment used by it, or any Permitted Licensee, in the Premises shall have and bear the appropriate standard and/or approval of the Canadian Standards Association.

4.03 Building Systems

TVDSB shall, throughout the Term, operate, maintain, repair, replace and regulate the Building Systems in such a manner as to maintain reasonable conditions of temperature and humidity within the Premises and so as to maintain the Building Systems in a good and working order.

4.04 No Liability

Notwithstanding section 4.03, in no event shall TVDSB be liable for: (a) any injury or damage to the Operator, any Group One Person, any property of the Operator or any Group One Person; (b) for any loss of profits or business interruption suffered by the Operator or any Group One Person; (c) indirect or consequential damages suffered by the Operator or any Group One Person; or, (d) any other costs, losses or damages of whatsoever kind suffered by the Operator or any Group One Person, arising from any interruption or failure in the supply of any utility or service to the Premises or the Building.

ARTICLE 5 - USE OF PREMISES**5.01 Use of Premises**

(a) Family Centred Service System Services

Subject to the express prior written approval of TVDSB, the Operator acknowledges that the Premises may be used solely for one or more of the following purposes:

- (i) **Parenting, Early Learning, Child and Family Programs**, such as parenting strategies, literacy and numeracy programs and play groups;
- (ii) **Health and Wellness Programs**, such as pre and post natal programs and early screening and assessment programs;
- (iii) **Early Childhood Education and Child Care** such as non-instructional day school age care, pre-kindergarten early learning programs and centre based licensed child care;
- (iv) **Referral, Resources, Information and Awareness functions**, such as child care fee subsidy information and access, basic needs supports and income support referrals;
- (v) **Recreation, Sports and Leisure within the Premises**, such as physical activity program, arts/culture program and summer “extended” programming, so long as such activities and programs occur within the Premises itself; and/or
- (vi) **Links/Interface to Specialized Services**, such as special needs and children’s mental health programs.

Notwithstanding any of the foregoing, no activities or Programs shall be conducted in the Premises by the Operator, or by any Group Two Person, until such time as the Operator has submitted to the TVDSB Early Years Advisor, a detailed description of the proposed activities and/or Programs and the TVDSB Early Years Advisor has approved same, in writing. It is understood and agreed by the Operator that services offered by it or any Group Two Person in the Premises will not be permitted to include: Ontario Works or Ontario Disability Support Programs; addictions counselling; or, drug rehabilitation programs. Furthermore, TVDSB may, in its complete discretion, request the Operator to not permit any particular program, service or activity to be undertaken in the Premises by it or any Group Two Person, in circumstances where TVDSB concludes (in its absolute and unfettered discretion) that doing so is not consistent with the general objectives of TVDSB or the safe operation of a School.

(b) Required EarlyON Child and Family Centre Mandatory Core Functions

The Operator shall be responsible for ensuring that all Permitted Activities within the Premises comply with applicable laws and Ministry of Education directives and guidelines, from time to time. Without in any way limiting the foregoing, the following mandatory core services must be available as part of the operation of all early childhood education and child care programs:

- (i) **Supporting Early Learning and Development.** EarlyON Child and Family Centres must offer drop-in programs and other programs and services that promote responsive adult-child relationships, encourage children's exploration, and promote play and inquiry, based on the pedagogy in *How DOES Learning Happen* Ministry Document;

- (ii) **Engaging Parents and Caregivers.** EarlyON Child and Family Centres must actively work to develop programs that cultivate authentic, caring relationships and connections that create a sense of belonging. This means that wherever possible, engagement with parents and caregivers should occur with children present; and
- (iii) **Making Connections for Families.** EarlyON Child and Family Centres must continuously look for opportunities to facilitate stronger relationships within their local community and assist parents and caregivers in accessing services and supports that respond to a family's unique needs.

In connection with the foregoing, the Operator must ensure the application of the principles in *How DOES Learning Happen* as well as must implement the pedagogical approaches outlined in *How DOES Learning Happen*.

5.02 Conduct of Operations

- (a) The Operator shall maintain and conduct its operations, and shall ensure that all Permitted Licensees maintain and conduct their respective operations, in a reasonable and proper manner, so as not to interfere with TVDSB's use of the remainder of the Building. The Operator shall comply with all Applicable Laws. The Operator shall ensure that all Programs are conducted in accordance with, and that all Group One Persons while on School property (which includes the Premises) comply with, Applicable Laws. Without in any way limiting the generality of the foregoing:
 - (i) to the extent that any aspect of any Program or the Operator's or any Permitted Licensee's operations within the Premises includes

the storage, preparation, handling and/or service of food, the Operator shall ensure compliance with all requirements of Ontario Regulation 562 made under to the *Health Protection and Promotion Act* (Ontario), as the same may be amended, replaced or superseded;

- (ii) the Operator shall be responsible for ensuring compliance by all Group One Persons with police, fire and health regulations and requirements;
- (iii) The Operator shall, prior to the commencement of any Program within the Premises, ensure that all required licences and approvals, including, without limitation, municipal licences and approvals, for the operation of each such Program are obtained and shall provide TVDSB with evidence of same, from time to time, on request;
- (iv) where, during the Term, the Operator or any Group One Person has caused or permitted a release of a contaminant at, from, in or on the Premises or the School property, the Operator shall immediately: notify the TVDSB Early Years Advisor; and, arrange for the clean-up of such contaminant and any contaminated areas by a duly qualified abatement contractor (all at the Operator's expense); and
- (v) on the termination of this Lease for any reason, the Operator shall remove, at its expense, any contaminant or contamination which

the Operator or a Group One Person has brought to or created at the Premises or the School Property.

- (b) To the extent that, at any and all times, any aspect of any Program or the Operator's or any Permitted Licensee's operations within the Premises involves any Group Two Person coming into direct contact with students of the School on a regular basis, prior to any such Group Two Person undertaking any action or any activities in the Premises which would involve their having direct contact with a student of the School, the Operator shall obtain and provide to the TVDSB Early Years Advisor a criminal background check (which shall include, in each case, a vulnerable sector check), in respect of all and any such Group Two Persons. Based on the content of any such criminal background check provided, the TVDSB Early Years Advisor shall be entitled to request that any particular individual not be allowed to enter the Premises and the Operator shall ensure that such request is complied with. During the Term, for each Group Two Person who: the Operator is required to obtain and provide the TVDSB Early Years Advisor with a criminal background check for as provided for above; is not the subject of a request by the TVDSB Early Years Advisor that such individual not be allowed to enter the Premises; and, will continue to have access to the Premises, the Operator shall collect and provide to the TVDSB Early Years Advisor an offense declaration for each such person by September 1 of each year during which this Lease is in force. Such offense declaration shall be in such form as the TVDSB Early Years Advisor may, from time to time, require and/or as may otherwise be required or contemplated at law. Based on the content of any offense

declaration provided, the TVDSB Early Years Advisor shall be entitled to request that any particular individual not be allowed to enter the Premises and the Operator shall ensure that such request is complied with. The Operator shall be responsible, at its own cost, for obtaining such criminal background checks and/or offense declarations and providing same to the TVDSB Early Years Advisor, in accordance with Applicable Laws, including, without limitation, applicable privacy legislation. For purposes of certainty, the Operator shall ensure that no Group Two Person is permitted to enter the Premises, unless the requirements of this section 5.02(b) have been complied with in respect of the applicable individual. In addition, the Operator shall, at the request of the TVDSB Early Years Advisor, from time to time, demonstrate and disclose evidence to the TVDSB Early Years Advisor the systems, methodologies and efforts the Operator has in place and is undertaking in order to ensure compliance with this section 5.02 (b).

- (c) The Operator shall, and shall cause and ensure that all Group One Persons, comply with all policies, procedures, rules and regulations adopted by TVDSB and which are, from time to time, either posted on TVDSB's website or made available to the Operator in writing and which relate to the Building, the School, the Premises, the Programs, the Operator's or any Permitted Licensee's operations and/or TVDSB's operation of the School, including, without limitation, emergency procedures. All such policies, procedures, rules and regulations shall be deemed to be incorporated into and form part of this Lease.

- (d) For purposes of the Operator and Group One Persons complying with TVDSB emergency procedures, including, without limitation, TVDSB's procedure entitled "Response Plan – Incidents Requiring Hold and Secure or Lockdown", the Operator agrees to:
- (i) adhere to any Emergency Response Plan developed, from time to time, for the School site, including the Premises;
 - (ii) ensure that it and all Group One Persons comply with any such Emergency Response Plan for the School site, including the Premises, including, without limitation, participating in any drills;
 - (iii) liase with and otherwise accede to and comply with all requests and directions made or issued by the TVDSB Early Years Advisor, the School's principal or the School's vice-principal in terms of the Operator and Group One Persons complying with any Emergency Response Plan for the School site, including the Premises; and
 - (iv) in good faith co-operate with TVDSB in addressing safety issues relating to the School site, including the Premises.

[5.03 Hours of Operation

Subject to Section 4.01 hereof, permitted activities at the Premises may be undertaken from [•] a.m. until [•] p.m., [Monday through Friday]. In the event that any activity is to be undertaken by the Operator or any Permitted Licensee at the Premises on a weekend or at any other time that TVDSB has not assigned a custodian to the school generally, the Operator shall be responsible to request that TVDSB provide a custodian during such time

and the direct costs of such custodian (actual wages and benefits) shall be the responsibility of the Operator, as provided for in Section 4.01 of this Lease.]

5.04 Staffing

The Operator shall be responsible for ensuring that it and all Permitted Licensees maintain sufficient staff at the Premises to ensure appropriate management, oversight and supervision of all Programs undertaken by them at the Premises, including appropriate supervision of all Group One Persons. Without in any way limiting the generality of the foregoing, at all such times as any Programs whatsoever are being operated by the Operator and/or a Permitted Licensee, within the Premises, the Operator shall ensure that it has one (1) or more persons are present at the Premises and who are responsible for the overall supervision of any activities within the Premises and who shall be properly empowered by the Operator in order to enable such individual to ensure that the provisions of this Lease are adhered to in all respects.

5.05 Parental Consents

The Operator shall ensure that it and all Permitted Licensees obtain, in advance, such parental consents as may be required under Applicable Laws in connection with any and all Programs.

5.06 Operator Reporting

The Operator shall ensure that all Group Two Persons are fully knowledgeable of the details of all of TVDSB's Safe Schools Policies and Procedures which are, from time to time, either posted on TVDSB's website or made available to the Operator in writing. Furthermore, the Operator hereby agrees to cooperate with TVDSB and to take any and

all steps necessary in order to promote and maintain safety on School property. In this regard, the Operator shall be responsible for ensuring that it and all Group Two Persons fully comply with all of the requirements of such policies and procedures, including, without limitation, complying with all reporting requirements found under such policies and procedures, in the same manner in which TVDSB and its employees, servants and/or volunteers are intended to comply with same. The Operator shall undertake whatever actions may be necessary under applicable privacy legislation to allow it to comply with such reporting requirements.

5.07 Waste, Nuisance, Overloading

The Operator shall not do, allow, permit or suffer any waste or damage, disfiguration or injury to the Premises or other portion of the Building permitted to be used by it, nor allow, permit or suffer any overloading of the floors, roof deck, walls or any other part of the Premises or other portion of the Building permitted to be used by it or any Group One Person. The Operator shall not use or permit to be used any part of the Premises for any illegal or unlawful purpose or any dangerous, noxious or offensive trade or business, and shall not cause, allow to be caused or permit any nuisance in, at or on the Premises or other portion of the Building permitted to be used by it or any Group One Person.

5.08 Interference with Use and Enjoyment

No portion of the Premises, the Building or the School shall be used or occupied by the Operator, and the Operator shall ensure that no Group One Person utilizes or occupies any portion of the Premises, the Building or the School, in a manner which is likely to damage or injure any person, the Building or the School or in a manner which will unreasonably interfere with the use and enjoyment of the School, by TVDSB and any of

its other tenants or invitees. In addition to the foregoing, the Operator agrees that it shall use, and shall ensure that all Group One Persons use, the Premises and the other areas of the School permitted to be used, at all times, in a manner that is compatible with the safe and proper operation of the School.

5.09 Limitations on Access and Use

The Operator agrees that no Group One Person will be permitted to be in any part of the School (other than the Premises), unless specifically agreed to by the TVDSB Early Years Advisor in writing. The Operator shall also be responsible for ensuring that no Group One Person makes use of any School property other than in strict compliance with this Agreement, unless specifically agreed to by the TVDSB Early Years Advisor in writing.

ARTICLE 6 - PARKING AND DROP-OFF ARRANGEMENTS

6.01 Parking

Group One Persons shall, during the hours of 7:30 a.m. to 5:00 p.m. on instructional days of the School (“**School Hours**”) be restricted to utilizing the [•] parking spaces allocated for the Operator’s use in the parking lot and which are identified on Schedule A-1 hereto and labelled “NFC Parking”. Outside of School Hours, but subject to such restrictions as may be established by the Principal or the TVDSB Early Years Advisor, Group One Persons shall be permitted to utilize additional available parking space at the School, for temporary parking purposes and otherwise for purposes of conducting and/or attending Programs. The Operator shall insure that no Group One Person utilizes any of the parking areas at the School other than as specified in this Section 6.01. The Operator shall ensure

that no Group One Person leaves any debris or other materials, whatsoever, on or near any parking areas of the School.

ARTICLE 7 - ACCESS TO PREMISES

7.01 Access by Operator

The Operator agrees that its and Permitted Licensees' employees, agents and invitees, as well as the participants in Programs shall access and depart the Premises through the Entrance.

ARTICLE 8 - MAINTENANCE, REPAIRS AND ALTERATIONS OF PREMISES

8.01 Operator's Obligations

Except as otherwise specifically contemplated by this Lease, the Operator shall have no responsibility for any maintenance, repairs or replacements to the Premises, unless same is required as a result of the negligence, misconduct or actions of the Operator or a Group One Person. The Operator shall notify TVDSB as soon as it becomes aware of there being need for any maintenance, repairs or replacements to the Premises. For purposes of certainty, the Operator shall reimburse TVDSB for any costs related to any maintenance, repairs or replacements to the Premises required as a result of the negligence, misconduct or actions of the Operator or a Group One Person. Notwithstanding the foregoing, it is understood that should the Operator request any improvements to the Premises [or any of the other areas of the School it is permitted to use hereunder], such improvements will be at the absolute discretion of TVDSB and at the cost of the Operator.

8.02 TVDSB's Obligations

Subject to the Operator's obligations under this Lease, including those set out in Section 8.01, TVDSB shall be responsible for all maintenance, repairs and replacements to the Premises.

8.03 Inspection and Repair on Notice

TVDSB, its employees, servants, agents and contractors shall be entitled to enter on the Premises at any time, without notice, for the purpose of: undertaking the custodial services outlines in Schedule C hereto; inspecting the Premises; making repairs; and/or, for purposes of having access to any ductwork or access panels to mechanical shafts (which the Operator agrees not to obstruct). TVDSB, its employees, servants, agents and contractors shall be entitled to enter on the Premises at any time, on reasonable prior written notice, for purposes of making alterations or improvements to the Premises. Neither the Operator nor any Group One Person shall be entitled to compensation for any inconvenience, nuisance or discomfort occasioned by any of the foregoing. TVDSB, its employees, servants, agents and contractors may, at any time and from time to time, on reasonable prior written notice, enter on the Premises to remove any article or remedy any condition which, in the opinion of TVDSB, would likely lead to the cancellation of any policy of insurance.

8.04 Alterations

The Operator will not make, erect or permit to be made or erected in or to the Premises any installations, alterations, additions or partitions, without the prior written consent of TVDSB (which consent may be withheld for any reason). To the extent that TVDSB consents to any installations, alterations, additions or partitions in or to the Premises, the Operator understands and agrees that it shall not be entitled to undertake same using its

own forces, but that TVDSB shall be the party who oversees and completes, or causes to be completed, any of same, all at the Operator's expense and subject to such agreements as TVDSB may require from the Operator for purposes of TVDSB agreeing to proceed with same. In addition to the foregoing, the Operator shall not, and shall ensure that no Group One Person:

- (a) moves or removes any ceiling tiles or enters into the space above any ceiling within the Premises;
- (b) drills or bores into any surface within the Premises;
- (c) nails or screws into any surface within the Premises; and
- (d) paints any surface within the Premises.

8.05 Signs

The Operator shall be permitted to have installed by TVDSB (at the Operator's costs, including, fees for any required permits), two (2) non-illuminated fascia signs not larger than 24" by 36" (to be supplied and paid for by the Operator), above the Entrance. The sign and the proposed manner of installation must be approved by TVDSB prior to installation.

8.06 Removal of Improvements and Fixtures

- (a) All Leasehold Improvements shall immediately on their placement become TVDSB's property, without compensation to the Operator or any other person, including without limitation, any Permitted Licensee. Except as otherwise agreed by TVDSB in writing, no Leasehold Improvements or trade fixtures shall be

removed from the Premises during the Term. The Operator shall, at its sole cost, remove from the Premises all such Leasehold Improvements and trade fixtures as TVDSB shall require to be removed, such removal to be completed on or before the end of the Term.

- (b) TVDSB shall, at the expense of the Operator, repair any damage caused to the Premises by any Leasehold Improvements or trade fixtures located on the Premises or the removal thereof. In the event that the Operator fails to comply with the last sentence of Section 8.06(1) hereof, the trade fixtures located on the Premises shall, at the option of TVDSB, become the property of TVDSB and may be removed from the Premises and sold or disposed of by TVDSB in such manner as it deems advisable. For greater certainty, trade fixtures shall not include any Building Systems or light fixtures. Notwithstanding anything in this Lease, TVDSB shall be under no obligation to repair or maintain the Operator's or any Permitted Licensee's installations.

8.07 Surrender of Premises

At the expiration or earlier termination of this Lease, the Operator shall, and shall cause all Permitted Licensees and other Group One Persons, to peaceably surrender and give up to TVDSB vacant possession of the Premises.

ARTICLE 9 - INSURANCE AND INDEMNITY

9.01 Operator's Insurance

- (a) The Operator shall, at its sole cost and expense, take out and maintain in full force and effect, at all times throughout the Term, the following insurance:

- (i) "All Risks" insurance on property of every description and kind owned by the Operator, or for which the Operator is legally liable, or which is installed by or on behalf of the Operator, within the Premises including, without limitation, stock-in-trade, furniture, equipment, partitions, trade fixtures and Leasehold Improvements, in an amount not less than the full replacement cost thereof from time to time;
 - (ii) general liability insurance for personal injury and property damage, including personal liability, contractual liability, tenants' legal liability, non-owned automobile liability, and owners' and contractors' protective insurance coverage with respect to the Premises, which coverage shall include the activities of the Operator and any Group One Person in or on the Premises and/or any School property. Such policies shall provide coverage for any one occurrence or claim of not less than Five Million Dollars (\$5,000,000.00) or such higher limits as TVDSB may reasonably require from time to time; and
 - (iii) such other forms of insurance as may be reasonably required by TVDSB from time to time.
- (b) All such insurance shall be with insurers and shall be on such terms and conditions as TVDSB reasonably approves. The insurance described in Sections 9.01(a)(i) shall name as loss payee TVDSB and anyone else with an interest in the Premises from time to time designated in writing by TVDSB, and shall provide that any proceeds recoverable in the event of damage to Leasehold Improvements shall be payable to TVDSB. The insurance described in Sections 9.01(a)(ii) shall name as an additional insured TVDSB and anyone else from time to time designated in

writing by TVDSB. TVDSB agrees to make available such proceeds toward repair or replacement of the insured property if this Lease is not terminated pursuant to the terms of this Lease. All general liability insurance shall contain a provision for cross-liability or severability of interest as between TVDSB and the Operator.

- (c) All of the foregoing property policies shall contain a waiver of any right of subrogation or recourse by the Operator's insurers against TVDSB, its trustees, officers, directors, servants, employees, agents and contractors, whether or not any loss is caused by the act, omission or negligence of TVDSB or anyone whom it may be responsible for at law. The Operator shall obtain from the insurers under such policies undertakings to notify TVDSB in writing at least thirty (30) days prior to any cancellation thereof. The Operator shall furnish to TVDSB certificates of all such policies. The Operator agrees that if it fails to take out or to keep in force such insurance or if it fails to provide a certificate of every policy and evidence of continuation of coverage as herein provided, TVDSB shall have the right to take out such insurance and pay the premium therefor and, in such event, the Operator shall pay to TVDSB the amount paid as premium plus fifteen percent (15%), which payment shall be deemed to be an addition to Additional Rent payable on the first day of the next month following payment by TVDSB.

9.02 TVDSB's Insurance

TVDSB shall provide and maintain insurance on the Premises against loss, damage or destruction caused by fire and extended perils under a standard extended form of fire insurance policy in such amounts and on such terms and conditions as would be carried by a prudent owner of a similar building, having regard to the size, age and location of the Premises. The amount of insurance to be obtained shall be determined at the sole

discretion of TVDSB. TVDSB may maintain such other insurance in respect of the Premises and its operation and management as TVDSB determines, acting reasonably. The Operator shall not be an insured under the policies with respect to TVDSB's insurance, nor shall it be deemed to have any insurable interest in the property covered by such policies, or any other right or interest in such policies or their proceeds.

9.03 Compliance

The Operator shall comply promptly with all requirements and recommendations of: the Insurer's Advisory Organization of Canada (or any successor thereof); and, the providers of any insurance contemplated hereby and/or now or hereafter in effect and pertaining to or affecting the Operator, TVDSB, the Premises, the School, the Building and/or any part thereof.

9.04 Operator Indemnity

The Operator shall indemnify TVDSB and save it harmless from any and all losses or claims, actions, demands, liabilities and expenses in connection with loss of life, personal injury and/or damage to or loss of property: (a) arising out of any occurrence occasioned or caused wholly or in part by any act or omission of the Operator or any Group One Person; (b) arising from any breach by the Operator of any provision of this Lease; or (c) arising from any breach by any Permitted Licensee of any provision of any agreement entered into between the Operator and any Permitted Licensee.

9.05 Operator's Release

- (a) The Operator hereby releases TVDSB and waives all claims against TVDSB and those for whom TVDSB is in law responsible with respect to occurrences insured

against or required to be insured against by the Operator, whether any such claims arise as a result of the negligence or otherwise of TVDSB or those for whom it is in law responsible, subject to the following:

- (i) such release and waiver shall be effective only to the extent of proceeds of insurance received by the Operator or proceeds which would have been received if the Operator had obtained all insurance required to be obtained by it under this Lease (whichever is greater) and, for this purpose, deductible amounts under the Operator's insurance shall be deemed to be proceeds of insurance received; and
 - (ii) to the extent that both parties have insurance (or are required to have insurance for any occurrence), the Operator's insurance shall always be primary.
- (b) Notwithstanding the foregoing or anything else herein contained, in no event, whether or not the result of the wilful act or the negligence of TVDSB, its agents, directors, officers, employees, servants or others for whom it is legally responsible, and irrespective of any insurance that may or may not be carried or required to be carried, shall TVDSB be liable for:
- (i) damage to property of the Operator or any Group One Person located on the Premises;
 - (ii) any injury or damage to persons or property resulting from fire, explosion, steam, water, rain, snow or gas which may leak into or issue or flow from any part of the Premises or from the water, steam or drainage pipes or plumbing works of the Premises or from any other place or quarter;

- (iii) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring; or
- (iv) any indirect or consequential damages suffered by the Operator or any Group One Person.

ARTICLE 10 - TRANSFERS AND PERMITTED LICENSEES

10.01 Transfers

The Operator shall not effect any Transfer without the prior written consent of TVDSB, which may be unreasonably withheld.

10.02 Permitted Licensees

To the extent that the Operator wishes to license any portion of the Premises to a party (a **“Proposed Licensee”**) with the intention of such party operating one or more of the Programs described in Section 5.01 in the Premises, the Operator shall: (a) submit to TVDSB copies of all agreements the Operator proposes to enter into and the Proposed Licensee, so that TVDSB may consider same; and, (b) execute and deliver to TVDSB (and shall cause the Proposed Licensee to execute and deliver to TVDSB), the form of instrument appended hereto as Schedule D (or such other instrument as TVDSB may, in its discretion, require). For purposes of certainty, any compliance by the Operator with the requirements of the previous sentence shall in no way effect TVDSB's right not to consent to any such Transfer, in its discretion. The Operator shall ensure that no Proposed Licensee undertakes any Programs or other activities within the Premises, until such time as TVDSB has advised the **Operator**, in writing, that TVDSB is satisfied with the arrangements contemplated. Notwithstanding any of the foregoing, nothing contained

herein, nor any review by TVDSB of any of the documentation contemplated in this section 10.02, shall create any obligation or responsibility, or be deemed to create any obligation or responsibility, on TVDSB's part to: ensure the adequacy of any documentation that may be entered into between the Operator and any Permitted Licensee; the lawfulness, adequacy or appropriateness of any Program to be undertaken by the Operator and/or any Proposed Licensee and/or Permitted Licensee; generally to any Proposed Licensee or Permitted Licensee. It is understood and agreed by the parties hereto that the Operator shall be responsible for overseeing the activities of all Group One Persons and confirming the lawfulness, adequacy and appropriateness of any activities undertaken by any of them, as contemplated in Article 5 hereof.

ARTICLE 11 - QUIET ENJOYMENT

11.01 Quiet Enjoyment

The Operator, on paying the Rent hereby reserved, and performing and observing the covenants and provisions herein required to be performed and observed on its part, shall peaceably enjoy the Premises for the Term (subject to the provisions of this Lease).

ARTICLE 12 - LANDLORD'S ALTERATIONS

12.01 TVDSB'S Alterations to the School

As long as it does not have a materially negative impact on the Operator and its use and occupation of the Premises, at any time and from time to time TVDSB may:

- (a) dedicate or convey any portion of the School to any governmental or public authority or other Person and grant easements, rights-of-way, restrictive covenants or other interests in the School; and
- (b) construct in or adjoining the School such improvements as it deems appropriate in its absolute discretion and make alterations or additions to, or expand or reduce any part of the School (but not the Premises) from time to time or permit any such action to be taken.

TVDSB shall make any such improvements as expeditiously as is reasonably possible in the circumstances with a view to minimizing the disruption to the use and enjoyment of the Premises by the Operator.

12.02 No Liability

Neither the exercise by TVDSB of its rights under this Article 12, nor any noise, dust, vibration or other consequences of construction, alteration, expansion, reduction or reconstruction from time to time of the various parts or components of the School or of improvements on adjoining properties shall entitle the Operator to any reduction in the Rent payable hereunder, result in any liability of TVDSB to the Operator or any Group One Person, or in any other way affect this Lease or the Operator's obligations hereunder,

provided that TVDSB has acted reasonably and in accordance with the terms and conditions of this Lease.

ARTICLE 13 - DAMAGE AND DESTRUCTION

13.01 Damage or Destruction to Premises or the School

If the Premises or any portion thereof or the School in which the Premises are located or any portion thereof are damaged or destroyed by fire or by other casualty, TVDSB may elect, within thirty days of such damage or destruction, on written notice to the Operator, to terminate this Lease, and the Operator shall immediately deliver up vacant possession of the Premises to TVDSB. For greater certainty, TVDSB shall have no obligation to rebuild any part of the Premises or the School.

ARTICLE 14 - DEFAULT

14.01 Default and Right to Re-enter

Any of the following constitutes an Event of Default under this Lease:

- (a) any Rent due is not paid within five (5) days after notice in writing from TVDSB to the Operator;
- (b) the Operator has breached any of its obligations in this Lease and, if such breach is capable of being remedied and is not otherwise listed in this Section 14.01, after notice in writing from TVDSB to the Operator:
 - (i) the Operator fails to remedy such breach within ten (10) days (or such shorter period as may be provided in this Lease); or

- (ii) if such breach cannot reasonably be remedied within ten (10) days (or such shorter period), the Operator fails to commence to remedy such breach within ten (10) days of such breach, or thereafter fails to proceed diligently to remedy such breach;
- (c) the Operator becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, an assignment or arrangement with its creditors, or any steps are taken or proceedings commenced by any person for the dissolution, winding-up or other termination of the Operator's existence or the liquidation of its assets;
- (d) a trustee, receiver, receiver/manager or a person acting in a similar capacity is appointed with respect to the business or assets of the Operator;
- (e) this Lease or any of the Operator's assets are taken under a writ of execution and such writ is not stayed or vacated within fifteen (15) days after the date of such taking;
- (f) the Operator makes a Transfer, other than in compliance with the provisions of this Lease;
- (g) the Operator abandons or attempts to abandon the Premises, or the Premises become vacant or substantially unoccupied for a period of ten (10) consecutive days or more without the consent of TVDSB;
- (h) the Operator moves or commences, attempts or threatens to move its trade fixtures, chattels and equipment out of the Premises;

- (i) the Operator defaults in the performance of any obligations under any agreements it may have with the consolidated municipal service manager with jurisdiction in respect to the Premises; or
- (j) any insurance policy covering any part of the Premises is, or is threatened to be, cancelled or adversely changed (including a substantial premium increase) as a result of any action or omission by the Operator or any Group One Person.

14.02 Default and Remedies

If and whenever an Event of Default occurs, then, without prejudice to any other rights which it has pursuant to this Lease or at law, TVDSB shall have the following rights and remedies, which are cumulative and not alternative:

- (a) to terminate this Lease by notice to the Operator or to re-enter the Premises and repossess them and, in either case, enjoy them as of its former estate, and to remove all persons and property from the Premises and store such property at the expense and risk of the Operator or sell or dispose of such property in such manner as TVDSB sees fit without notice to the Operator. If TVDSB enters the Premises without notice to the Operator as to whether it is terminating this Lease under this Section 14.02(a) or proceeding under Section 14.02(b) or any other provision of this Lease, TVDSB shall be deemed to be proceeding under Section 14.02(b), and the Lease shall not be terminated, nor shall there be any surrender by operation of law, but the Lease shall remain in full force and effect until TVDSB notifies the Operator that it has elected to terminate this Lease. No entry by TVDSB during the

Term shall have the effect of terminating this Lease without notice to that effect to the Operator;

- (b) to enter the Premises as agent of the Operator to do any or all of the following:
 - (i) relet the Premises for whatever length and on such terms as TVDSB, in its discretion, may determine, and to receive the rent therefor;
 - (ii) take possession of any property of the Operator on the Premises, store such property at the expense and risk of the Operator, or sell or otherwise dispose of such property in such manner as TVDSB sees fit without notice to the Operator;
 - (iii) make alterations to the Premises to facilitate their reletting; and
 - (iv) apply the proceeds of any such sale or reletting first, to the payment of any expenses incurred by TVDSB with respect to any such reletting or sale, second, to the payment of any indebtedness of the Operator to TVDSB other than Rent, and third, to the payment of Rent in arrears, with the residue to be held by TVDSB and applied to payment of future Rent as it becomes due and payable, provided that the Operator shall remain liable for any deficiency to TVDSB;
- (c) to remedy or attempt to remedy any default of the Operator under this Lease for the account of the Operator and to enter on the Premises for such purposes. No notice of TVDSB's intention to remedy or attempt to

remedy such default need be given to the Operator unless expressly required by this Lease, and TVDSB shall not be liable to the Operator for any loss, injury or damages caused by acts of TVDSB in remedying or attempting to remedy such default. The Operator shall pay to TVDSB all expenses incurred by TVDSB in connection therewith;

- (d) to recover from the Operator all damages, costs and expenses incurred by TVDSB as a result of any default by the Operator including, if TVDSB terminates this Lease, any deficiency between those amounts which would have been payable by the Operator for the portion of the Term following such termination and the net amounts actually received by TVDSB during such period of time with respect to the Premises; and
- (e) to recover from the Operator the full amount of the current month's Rent together with the next three (3) months' instalments of Rent, all of which shall immediately become due and payable as accelerated rent.

14.03 Distress

Notwithstanding any provision of this Lease or any provision of any applicable legislation, none of the goods and chattels of the Operator on the Premises at any time during the Term shall be exempt from levy by distress for Rent in arrears, and the Operator waives any such exemption. If TVDSB makes any claim against the goods and chattels of the Operator by way of distress, this provision may be pleaded as an estoppel against the Operator in any action brought to test the right of TVDSB to levy such distress.

14.04 Costs

The Operator shall pay to TVDSB all damages, costs and expenses (including, without limitation, all legal fees on a solicitor and client basis) incurred by TVDSB in enforcing the terms of this Lease, or with respect to any matter or thing which is the obligation of the Operator under this Lease, or in respect of which the Operator has agreed to insure or to indemnify TVDSB.

14.05 Remedies Cumulative

Notwithstanding any other provision of this Lease, TVDSB may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Operator, either by any provision of this Lease, by statute, or common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions contained in this Lease as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to TVDSB by statute or common law.

ARTICLE 15 - ARBITRATION

15.01 Arbitration

- (a) Any dispute, controversy or claim arising under, out of or relating to this Lease, including its validity, binding effect, interpretation, performance, breach or termination, as well as claims for non-contractual claims, shall be finally settled by arbitration. Either party to this Lease may initiate arbitration within a reasonable time after any such dispute, controversy or claim has arisen, by delivering a written demand for arbitration on the other party. The arbitration shall be conducted in accordance with the *Arbitration*

Act (Ontario). The arbitration shall take place in London, Ontario, and shall be conducted in English.

- (b) The arbitration shall be conducted by a single arbitrator having no financial or personal interest in the affairs of either party. The arbitrator shall be appointed by agreement of the parties, or, in absence of such agreement, such arbitrator shall be appointed by a **[Judge of the Superior Court of Justice sitting in London]**, upon the application of either of the parties and such judge shall be entitled to act as such arbitrator, if he or she so desires. Absent agreement or an award in the arbitration to the contrary, the arbitration fees and expenses shall be shared and paid by the parties equally.
- (c) The arbitrator shall have the authority to award any remedy or relief that a court or a Judge of the Superior Court of Justice of Ontario could order or grant in respect to this Lease, including specific performance of any obligation created under this Lease, the issuance of an interim, interlocutory or permanent injunction, or the imposition of sanctions for abuse or frustration of the arbitration process.
- (d) The arbitral award shall be in writing, stating the reasons for the award and be final and binding on the parties with no rights of appeal. The award may include an award of costs, including reasonable legal fees and disbursements and fees and expenses of the arbitrator. Judgment on the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets.

- (e) The arbitration shall be kept confidential and the existence of the proceeding and any element of it (including but not limited to any pleadings, briefs or to other documents submitted or exchanged, and testimony or other oral submission and any awards) shall not be disclosed beyond the arbitrator, the parties, their counsel and any person necessary to the conduct of the proceeding, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

- (f) This Section 15.01 shall survive any termination of this Lease and shall continue in full force and effect notwithstanding any determination by a court or the parties that one or more other provisions of this Lease are invalid, contrary to law or unenforceable.

ARTICLE 16 - GENERAL

16.01 Force Majeure

Notwithstanding any other provision contained herein, in the event that either TVDSB or the Operator should be delayed, hindered or prevented from the performance of any act required hereunder by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God or any other cause beyond its reasonable care and control, but not including insolvency or lack of funds, then performance of such act shall be postponed for a period of time equivalent to the time lost by reason of such delay. The provisions of this Section 16.01 shall not under any circumstances operate to excuse the Operator from prompt payment of Rent and/or any other charges payable under this Lease.

16.02 Strikes and Lock-out

Notwithstanding any other provision of this Agreement, in the event of any strike, lock-out or other labour disturbance affecting TVDSB, TVDSB shall have the right to close the School and the Premises and to prohibit entrance thereto by anyone, including the Operator and/or any Group One Persons. In such event, the Operator's obligation to pay the Rent shall be suspended during that time that the Premises are not available to the Operator (and the parties agree to make appropriate adjustments, on a proportional basis, to the Rent otherwise payable for such time as the Premises are not available to the Operator), but TVDSB shall not otherwise have any obligation or liability to the Operator and/or any Group One Persons in respect of any such closure. In the event of a strike, lock-out or other labour disturbance affecting TVDSB which does not result in TVDSB deciding to restrict access to or close the Premises or any portion of the School which the Operator is entitled to utilize in accordance with the Terms hereof, the Operator and/or Permitted Licensees may continue to use and occupy the Premises and the related areas in accordance with the Terms and conditions of this Lease.

16.03 Monitoring of Board's Website

The Operator shall monitor TVDSB's website, on a regular basis, for purposes of determining whether the Operator and/or any Group One Person or Group Two Person might not be able to access the Premises as a result of any of the circumstances contemplated in sections 16.01 or 16.02 above.

16.04 Effect of Waiver or Forbearance

No waiver by any party of any breach by any other party of any of its covenants, agreements or obligations contained in this Lease shall be or be deemed to be a waiver

of any subsequent breach thereof or the breach of any other covenants, agreements or obligations, nor shall any forbearance by any party to seek a remedy for any breach by any other party be a waiver by the party so forbearing of its rights and remedies with respect to such breach or any subsequent breach. The subsequent acceptance of Rent by TVDSB shall not be deemed a waiver of any preceding breach by the Operator of any term, covenant or condition regardless of TVDSB's knowledge of such preceding breach at the time of the acceptance of such Rent. All Rent and other charges payable by the Operator to TVDSB hereunder shall be paid without any deduction, set-off or abatement whatsoever, and the Operator waives the benefit of any statutory or other right in respect of abatement or set-off in its favour at the time hereof or at any future time.

16.05 Notices

Any notices or other communications provided for or permitted in this Lease shall be in writing and sent by delivery service or e-mail transmission to the following:

- (1) in the case of the Board:

Thames Valley District School Board
 1250 Dundas Street East
 London, ON N6A 5L1
 Attention: Holly Gerrits, Early Years Advisor, Learning Support
 Services
 E-mail: h.gerrits@tvdsb.ca

- (2) in the case of the Operator:

[•]
 Attention: [•]
 E-mail: [•]

A party may change its notice particulars for purposes of this section 16.05, from time to time, by notice in writing. For purposes of this section 16.05:

- (a) **“Business Day”** meaning Monday through Friday, inclusive, so long as any such day is not a statutory holiday in the Province of Ontario; and
- (b) **“Normal Business Hours”** means 8:00 AM (Eastern Time) to 5:00 PM (Eastern Time) on a Business Day.

Notices sent by e-mail shall be deemed to have been received on the date sent (unless the sender receives an “undeliverable” reply), so long as such e-mail is sent during Normal Business Hours, failing which it shall be deemed to have been received on the next Business Day. Notices which are sent utilizing a delivery service shall be deemed to have been received on the date such delivery service delivers same, so long as such delivery is made during Normal Business Hours, failing which such notice shall be deemed to be received on the next Business Day.

16.06 Registration

Neither the Operator, nor any Group One Person claiming under the Operator (including any Permitted Licensee), shall register this Lease, a notice or caveat of this Lease or any Transfer against the Premises. The Operator shall immediately, upon the request of TVDSB and at the Operator’s cost, discharge or otherwise vacate any registration made in breach of this Section 16.06.

16.07 Number, Gender, Effect of Headings

Words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders, and words importing persons shall include firms and corporations and *vice versa*. The division of this

Lease into Articles and Sections and the insertion of headings are for convenience of reference only, and shall not affect the construction or interpretation of this Lease.

16.08 Severability, Subdivision Control

If any Article or Section or part or parts of an Article or Section in this Lease is or is held to be illegal or unenforceable, it or they shall be considered separate and severable from the Lease and the remaining provisions of this Lease shall remain in full force and effect and shall be binding on TVDSB and the Operator as though such Article or Section or part or parts thereof had never been included in this Lease. It is an express condition of this Lease that the subdivision control provisions of the applicable provincial legislation be complied with, if necessary. If such compliance is necessary, the Operator covenants and agrees to diligently proceed, at its own expense, to obtain the required consent, and TVDSB agrees to cooperate with the Operator in bringing such application.

16.09 Entire Agreement

There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Lease, save as expressly set out or incorporated by reference herein, and this Lease constitutes the entire agreement duly executed by the parties, and no amendment, variation or change to this Lease shall be binding unless the same shall be in writing and signed by the parties.

16.10 Successors and Assigns

The rights and liabilities of the parties shall enure to the benefit of their respective heirs, executors, administrators, successors and assigns, subject to any requirement for consent by TVDSB hereunder.

16.11 Confidentiality

The contents, terms and conditions of this Lease shall be kept strictly confidential by the Operator. The Operator shall not, under any circumstances, discuss or reveal the details of this Lease with any arm's-length parties including, but not limited to, any prospective tenants, real estate agents or others, except the Operator's legal and financial advisors, any *bona fide* Permitted Licensee, and except as may be required by law.

IN WITNESS WHEREOF the parties have duly executed this Lease as of the date first above written.

THAMES VALLEY DISTRICT SCHOOL BOARD

Per: _____

Per: _____

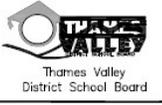
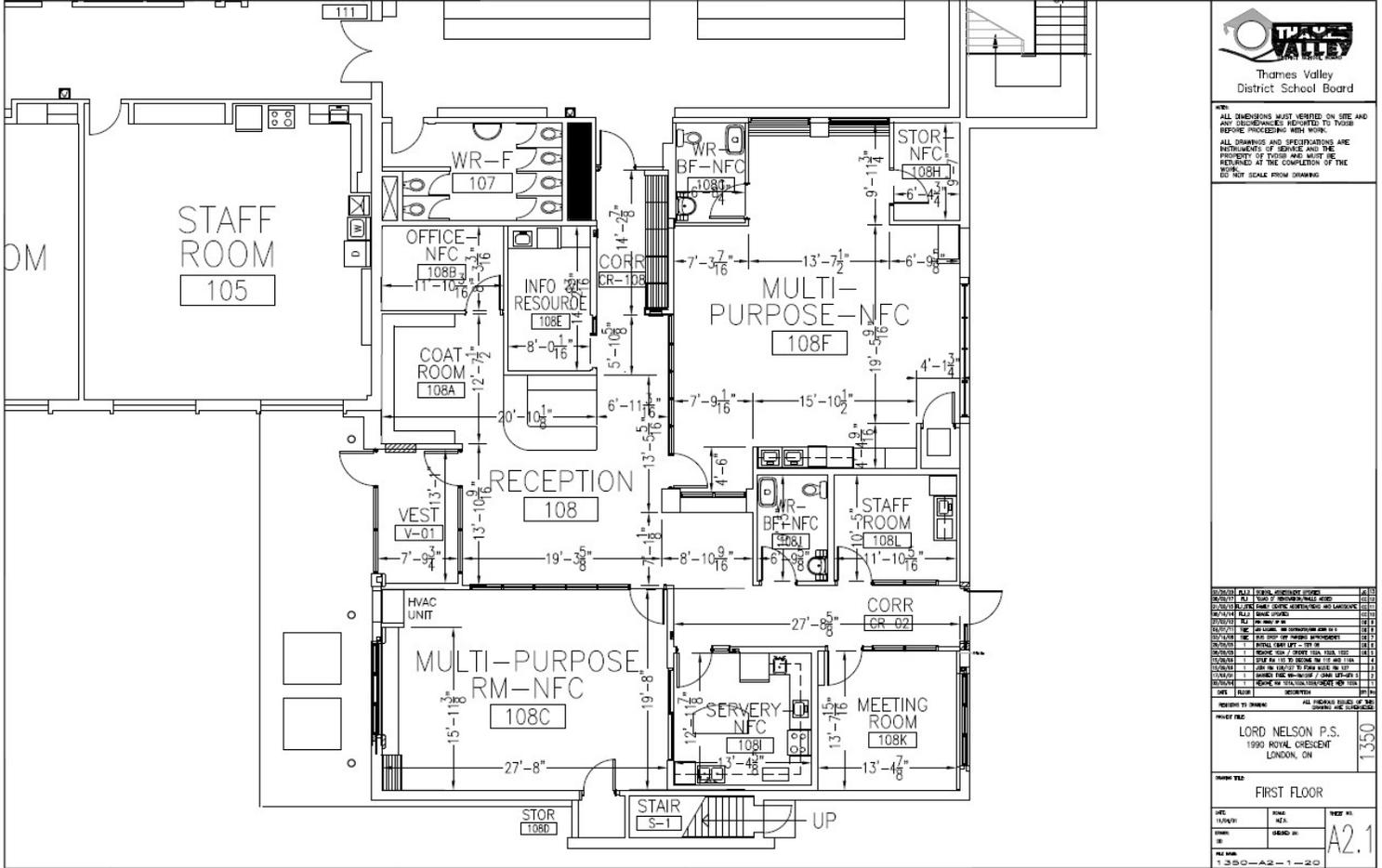
[•]

Per: _____

Per: _____

SCHEDULE A

PREMISES (FLOOR PLAN)



ALL DIMENSIONS MUST BE VERIFIED ON SITE AND ANY DISCREPANCIES REPORTED TO YOUR ARCHITECT BEFORE PROCEEDING WITH WORK.

ALL DRAWINGS AND SPECIFICATIONS ARE INSTRUMENTS OF SERVICE AND THE PROPERTY OF THAMES VALLEY DISTRICT SCHOOL BOARD. THEY MUST BE RETURNED AT THE COMPLETION OF THE PROJECT.

NOT TO SCALE FROM DRAWING

REVISION	DESCRIPTION	DATE
1	ISSUE FOR PERMIT	1/20
2	ISSUE FOR CONSTRUCTION	1/20
3	ISSUE FOR OCCUPANCY	1/20
4	ISSUE FOR AS-BUILT	1/20
5	ISSUE FOR FINAL	1/20
6	ISSUE FOR ARCHIVE	1/20

PROJECT NO. 1350

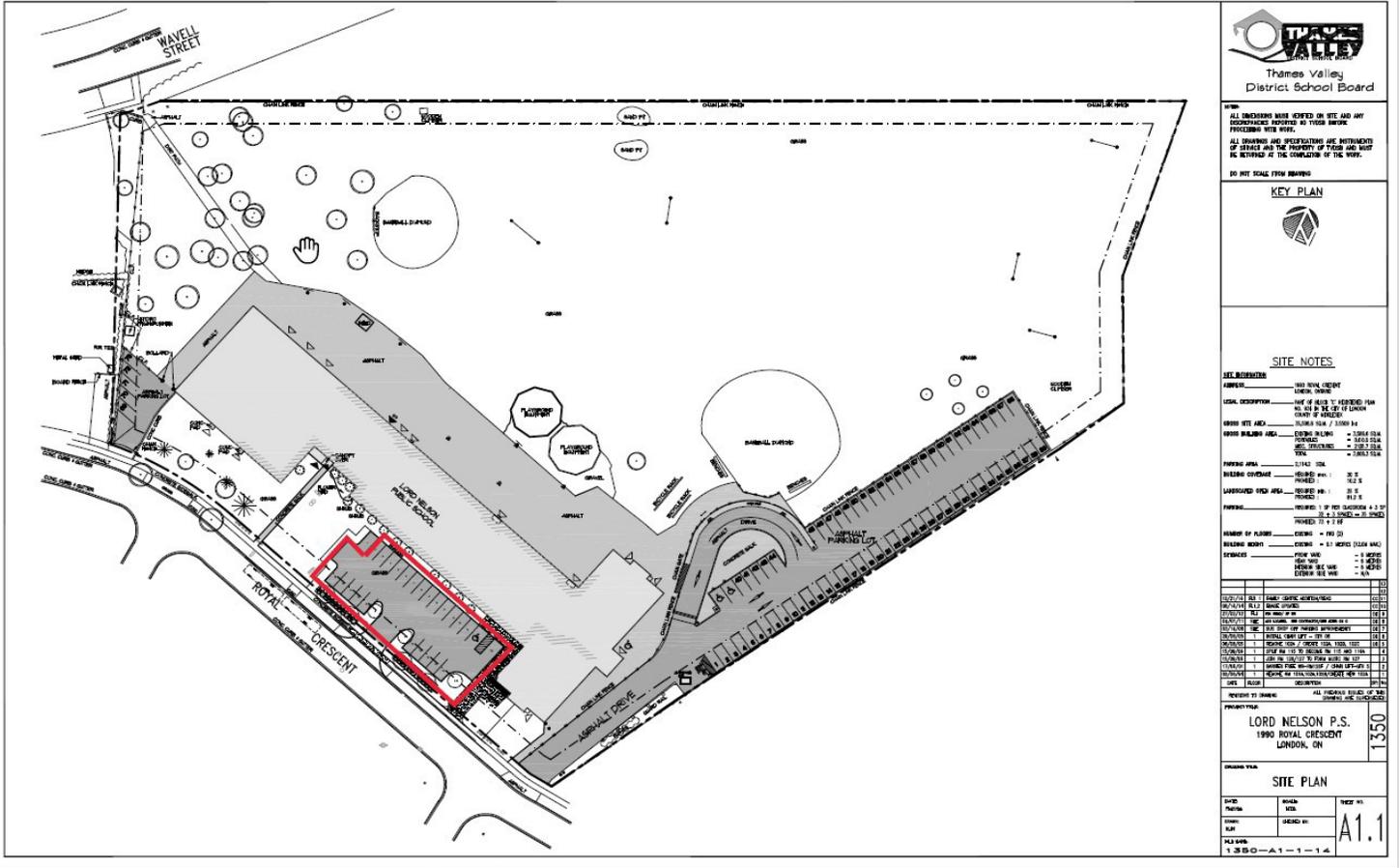
LORD NELSON P.S.
1990 ROYAL CRESCENT
LONDON, ON

FIRST FLOOR

DATE: 1/20
BY: MEK
SCALE: A2.1
PROJECT NO: 1350-A2-1-20

SCHEDULE A-1

ALLOCATED PARKING SPACES



Thames Valley
District School Board

ALL DIMENSIONS SHOWN ON THIS AND ANY
ADDENDUMS REQUIRED TO THIS BEFORE
PROCEEDING WITH WORK.

ALL DIMENSIONS AND OPERATIONS ARE WITHIN TOLERANCE
OF OFFICE AND THE PROPERTY OF THIS AND MUST
BE RETURNED AT THE COMPLETION OF THE WORK.

DO NOT SCALE FROM DRAWING

KEY PLAN



SITE NOTES

- 1. SEE DIMENSIONS
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DESIGNED BY: J. J. JONES
 PROJECT NO.: 1350
 LORD NELSON P.S.
 1990 ROYAL CRESCENT
 LONDON, ON

SITE PLAN

DATE	BY	REVISION
1350-A1-1-14	J. J. JONES	1

A1.1

SCHEDULE B
RENT CALCULATION

(A x (B+C)) multiplied by the greater of: 1 and (D÷E)

WHERE:

- A is the square footage of the Premises (3,680 square feet).
- B is the Ministry of Education's per square foot facility annual operating grant amount (which as at January 1, 2022 is \$8.61).
- C is the Ministry of Education's per square foot facility renewal grant amount (which as at January 1, 2022 is \$1.09).
- D is the number of hours per annum that permitted activities at the Premises may be undertaken pursuant to section 5.03 of the Lease, currently being [•] hours.
- E is the number of hours per annum that instruction is normally provided to the students of the School, currently being 1,746 hours.

SCHEDULE C

(CUSTODIAL SERVICES)

CLASSROOMS

Procedures:

1. Garbage containers and pencil sharpeners free of dirt/dust, debris and marks.

Priority: A

2. Floor free of dust, debris or stains. The floor finish has depth and shine.

Priority: A

3. Hand soap and paper dispensers free of dirt/dust, debris and marks and filled with appropriate hand soap and paper products.

Priority: A

4. All carpets are free of dirt/dust, debris and stains.

Priority: A

5. Where accessible, chalkboards and ledges are dry erased and free of dirt/dust and debris.

Priority: Boards: B Ledges: A

6. Desks and flat surfaces are free of dirt/dust, debris and sanitized as required. Desks are to be sanitized on a daily basis if the room is used as a lunchroom.

Priority: B

7. All glass and mirrors are free of dirt/dust, debris and marks.

Priority: B

8. Walls, doors, electrical switch plates are free of dirt/dust, debris and marks.

Priority: B

9. Baseboards are free of dirt/dust, buildups and marks.

Priority: B

10. Air diffusers and grates free of dirt/dust, buildups and marks.

Priority: B

11. Light fixtures and lenses free of dirt/dust, debris and marks.

Priority: B

12. Window coverings are free dirt/dust and marks.

Priority: B

13. Sinks free of dirt/dust, debris and marks.

Priority: B

14. Computers and related equipment free of dirt/dust debris and marks.

WASHROOMS, CHANGEROOMS AND SHOWERS***Procedures:***

1. Garbage containers free of dirt/dust, debris and marks.

Priority: A

2. Floor free of dirt/dust, debris and stains, and sanitized daily. Floor finish has depth of shine.

Priority: A

3. Hand soap, feminine hygiene and paper dispensers free of dirt/dust, debris and marks and filled with appropriate hand soap and paper products.

Priority: A

4. Tables, chairs and/or benches are free of dirt/dust, debris, marks and stains.

Priority: A

5. All glass and mirrors free of dirt/dust and marks.

Priority: A

6. Walls, doors and electrical switch plates free of dirt/dust, debris and marks.

Priority: A

7. Light fixtures and lenses are free of dirt/dust and operating properly.

Priority: A

8. Air diffusers and grates free of dirt/dust, debris and marks.

Priority: A

9. Baseboards are free of dirt/dust, debris and buildup.

Priority: A

10. Hand basins, partitions, piping, toilets, urinals, floor drains, are free of dirt/dust, debris, stains and sanitized daily.

Priority: A

11. Washrooms are spot checked for cleanliness and vandalism and restocked as needed. Corrections made as needed after each student break.

BUILDING OPERATIONS RESPONSIBILITIES***Procedures:***

12. Perform all preventative maintenance duties as outlined in the Facility Services Preventative Maintenance Schedules.

Priority: A

13. Check heating during opening routine. Remove snow and open building by 07:00 hours. Ensure Safe access and egress.

Priority: A

14. Visual check to ensure a safe school site. Inspect playground equipment as per Board specifications. Inspect playground for broken glass, catch basin covers, broken exterior lights, etc.

Priority: A

15. Garbage generated from programs to be addressed as needed, i.e. Play Days, Track Meets, etc.

Priority: A

16. Outside garbage removal – daily.

Priority: A

17. Clean Custodial work closets, supply room & equipment.

Priority: A

18. Removal of graffiti.

Priority: A

19. All walkways, stairs, exits, cleared of snow and ice.

Priority: A

20. Outside entranceway, porches and landings to be swept.

Priority: B

21. Mechanical Rooms free of dirt/dust and debris.

Priority: B

22. Changing burnt out lights in all areas.

Priority: B

23. Ground maintenance to include picking up debris, sweeping sidewalks, entranceways, parking lots, trimming and weeding all flower beds.

ANNUAL CLEANING OBJECTIVES

Procedures

The following cleaning objectives are scheduled to be met once per year, usually during, but not limited to, non-instructional days. These objectives can be worked on as project work anytime during the school year:

- All windows to be cleaned inside and outside semi-annually or as directed.
- All open wall space, ceiling to floor including baseboards, free of dirt/dust, debris, stains, marks, and scrubbed thoroughly annually.
- Hard surface floors stripped and resurfaced if required to maintain depth and shine.
- Resilient floors should be scrubbed, stripped, and resurfaced as required, **minimum** annually or as required to maintain depth and shine.
- All wood, including hardware and composite floors should be screened and resurfaced if required.
- All furniture completely washed inside and out and gum removed. This washing will include legs and glides. All counters, vertical and horizontal surfaces that are accessible to be free of dirt/dust, debris, stains, and marks.
- Lockers cleaned inside and out, and minor repairs completed.
- Ceilings, walls, light fixtures, plumbing fixtures, desks, radiators, etc. shall be cleaned thoroughly. All carpets, including walk off matting, shall be steam extracted by carpet cleaning contractor or by requesting use of the Steamain Deamon.

N.B. All annual cleaning objectives are Priority B.

SCHEDULE D

THIS INSTRUMENT has been executed by the parties hereto this day of
, 20 .

BETWEEN:

THAMES VALLEY DISTRICT SCHOOL BOARD

(the “**Board**”)

OF THE FIRST PART

- AND -

[•]

(the “Operator”)

OF THE SECOND PART

- AND -

[Note to draft: Insert name of Proposed Licensee]

(the “**Licensee**”)

OF THE THIRD PART

RECITALS:

- A. By a lease dated the [•] day of [•], 20[•] (the “**Lease**”) between TVDSB and the Operator, TVDSB leased to the Operator certain premises (the “**Premises**”) located at [•], Ontario, [•];
- B. The Lease contains a covenant on the part of the Operator not to effect any Transfer (as defined in the Lease), without TVDSB’s prior written consent;
- C. The Operator intends to license to the Licensee a portion of the Premises (the “**Licensed Premises**”) as described in and pursuant to the terms of the license agreement (the “**License Agreement**”) attached hereto as Appendix A; **[Note to draft: Appendix A is to be the License Agreement between the**

Operator and the Licensee. It is the responsibility of the Operator to prepare all such License Agreements.]

- D. TVDSB has agreed to grant its consent to such license of the Licensed Premises, subject to the terms and conditions hereinafter set out.

FOR GOOD AND VALUABLE CONSIDERATION (including, without limitation, TVDSB's providing its consent hereunder), the receipt and sufficiency of which is hereby acknowledged by all of the parties hereto, the parties hereto agree as follows:

1. The Licensee acknowledges: having received a copy of the Lease; and, having had sufficient opportunity to review the terms and conditions of the Lease and to obtain independent legal counsel in connection therewith and in connection with its entering into the License Agreement. The parties hereto agree that all capitalized terms used herein shall have the same meanings as they have in the Lease, unless otherwise defined herein.
2. The Licensee hereby covenants to and agrees with TVDSB that:
 - a. Other than with respect to the payment of Rent, the Licensee shall, at all times and in connection with its license, use and/or occupation of the Licensed Premises, fulfill, observe and perform all of the terms, covenants and conditions which are to be fulfilled, observed and performed by the Operator pursuant to the terms of the Lease. Furthermore, the Operator hereby covenants and agrees to abide by all rules and policies established by TVDSB in respect of the Premises, as contemplated by the Lease, and hereby recognizes TVDSB's authority to do so. In the event the Licensee breaches any of the foregoing covenants, TVDSB shall be entitled to

demand that it vacate the Premises and/or Licensed Premises, forthwith and without recourse to TVDSB. Without in any way limiting the generality of the foregoing, the Licensee hereby acknowledges and agrees that in the event that TVDSB has the right to terminate the Lease, pursuant to the terms thereof, all rights of the Licensee pursuant to the License Agreement shall also terminate and TVDSB shall be permitted to request that the Licensee vacate the Premises and/or the Licensed Premises and the Licensee shall comply with any such request, forthwith and without recourse or claim against TVDSB. Notwithstanding any of the foregoing, the Licensee acknowledges and agrees that it is not a party to the Lease and that TVDSB owes no obligations, whatsoever, to the Permitted Licensee under any provision of the Lease.

- b. The Licensee acknowledges to and with TVDSB and the Operator that it waives any rights which the Licensee may have under *Landlord and Tenant Act* (Ontario) or the *Bankruptcy Act* (Canada) or any other applicable legislation, to elect to retain the unexpired portion of the term of the Lease or to obtain any right to enter into any lease or other agreement directly with TVDSB, in the event of any bankruptcy or insolvency by the Operator, or if the trustee in bankruptcy of the bankrupt Operator disclaims the Lease and delivers up possession of the Premises to TVDSB.
3. The Operator hereby covenants and agrees to and with TVDSB that the Operator: is not released from the performance of any of the terms, covenants and conditions contained in the Lease; and, will indemnify TVDSB and save it harmless from and against any and all costs and expenses incurred as a result of, or in connection with, the license of the Licensed Premises to the Licensee.

4. The Operator and the Licensee hereby covenants and agrees that if the Licensee engages in or permits or allows any activity or behavior which would constitute an Event of Default (as defined under the Lease), were the Licensee a party thereto, or the Licensee defaults in the observance or performance of any of the terms, covenants and conditions to be observed and performed by it pursuant to the terms hereof or the License Agreement: (a) the Operator shall, and shall have full power and authority to, take all such actions as may be necessary in order to cure any such default(s); and, (b) if requested by TVDSB, the Operator shall, and shall have full power and authority to, cause the Licensee to be removed from the Premises forthwith.

5. In the event that the Operator defaults in the payment of any amounts owing to TVDSB pursuant to the terms of the Lease, TVDSB shall be entitled to notify the Licensee of such default and to request and demand that the Licensee pay all amounts otherwise due to the Operator, if any, pursuant to the terms of the License Agreement, directly to TVDSB. The Licensee shall be entitled to rely on any such notice and demand, without any independent enquiry, and in the event that the Licensee complies with such notice and demand it shall be relieved of any obligations to pay the Operator any amounts as are otherwise paid by the Licensee to TVDSB pursuant to such notice and demand.

6. The Permitted Licensee shall indemnify TVDSB and save it harmless from any and all losses or claims, actions, demands, liabilities and expenses (including, without limitation, legal expenses: (a) occasioned or caused wholly or in part by any act or omission of the Permitted Licensee or anyone for whom it is in law responsible; or (b) arising from any breach by the Permitted Licensee of this Agreement or the License Agreement).

7. TVDSB hereby consents to the license of the Licensed Premises pursuant to the terms of the License Agreement, subject to the following conditions:
- a. The consent of TVDSB does not constitute a waiver of the necessity for obtaining its consent to any further Transfer by the Operator or the Licensee, nor is it to be construed or interpreted as a forfeiture of any of the rights of TVDSB contained in the Lease;
 - b. By giving its consent hereunder, TVDSB does not acknowledge or approve any of the terms of the License Agreement. In the event of any conflict between the Lease and the License Agreement, the Lease shall prevail; and
 - c. The consent of TVDSB hereunder is deemed not to have been provided until such time as this instrument has been duly executed by all of the parties hereto, including, without limitation, TVDSB, and TVDSB has received a copy of this instrument duly executed by all of the parties hereto.
8. The terms and conditions of this instrument enure to the benefit of TVDSB and its successors and assigns, and shall be binding upon each of the other parties and each of their respective and permitted successors and assigns.

IN WITNESS WHEREOF the parties have duly executed this instrument as of the day and year first written above.

THAMES VALLEY DISTRICT SCHOOL BOARD

By: _____
Print Name:

Print Name:

[■]

By:

Print Name:

Print Name:

[■]

By:

Print Name:

Print Name:

APPENDIX A

COPY OF LICENSE AGREEMENT BETWEEN THE OPERATOR AND THE LICENSEE

[Note to draft: To be prepared by Operator.]

Appendix D

Community Connector Competencies and Related Indicators -May 8, 2014 FCSS Endorsed	
VOCATIONAL COMPETENCY	RELATED INDICATORS DEMONSTRATED
Facilitate <i>intentional connectivity</i> to services by providing a personal and individual approach to every parent and child.	ensure a warm and welcoming environment (both physical space and atmosphere)
	respect the parent and family rights regarding confidentiality and privacy e.g. internal communication and referrals
	cultivate an asset-based approach
	adhere to the policies and protocols specific to the facility e.g. <i>Accessibility for Ontarians with Disabilities Act (AODA)</i> , <i>Workplace Hazardous Materials Information System (WHMIS)</i>
	demonstrate diplomacy and tact
	ensure cultural sensitivity
	convey to families the services that are available
	simplify referrals to other programs and services e.g. when appropriate, assist families with registration, provide introductions, make appointments
	work with families to identify resources for challenges of a sensitive nature
	ensure friendly yet professional relationships with families
avoid conflict of interest situations	
Demonstrate extensive knowledge of all of the	identify and search appropriate sources for information e.g. Information London, 211.ca, www.familyinfo.ca , mentalhealth4kids.ca

<p>programs and services available within the Family Centres and those available throughout the community.</p>	<p>respond to a variety of requests that may be asked in different ways</p>
	<p>filter and provide information that is accessible, applicable, and useful</p>
	<p>advise families what they can expect when a referral is made e.g. let them know there is a waiting list</p>
	<p>Demonstrate initiative to seek out information on programs , services and opportunities</p>
	<p>design, maintain, and share appropriate resource activities</p>
	<p>engage with others in the neighbourhood who may be able to assist in meeting the needs of families</p>
	<p>Understand the roles and expertise of all partners associated with the Family Centre to connect families efficiently and accurately</p>
	<p>promote time sensitive initiatives among families e.g. the availability of donated tickets to a community event</p>
<p>Support appropriate human resource development</p>	<p>support appropriate human resource development</p>
	<p>connect, share, and learn with others across the system who are serving as Community Connectors</p>
	<p>provide orientation, training, and leadership for other staff and volunteers serving in the Community Connector role</p>
<p>Apply effective administrative support that will enhance the quality of support being provided.</p>	<p>apply effective administrative support that will enhance the quality of support being provided.</p>
	<p>track referrals (non-related support) and the “oh by the way” moments</p>

	oversee the scheduling and booking of space in the facility
	maintain calendars (paper and/or electronic)
	develop strategies for organizing promotional materials
	maintain display boards
	distribute promotional materials
	Regularly collect and disseminate information about programs and services to families and service providers in the neighbourhood
	collect and organize resources with the assistance of the Strategic Collaboration Team
	share information with staff in the Centres and the neighbourhood
	collect statistics e.g.# of people in the programs, workshops, volunteer hours
	maintain distribution lists e.g. service providers, families in the community
Perform ongoing self-assessment and utilize self-care strategies to enhance professional competence.	maintain appropriate professional boundaries with families
	establish reasonable and realistic personal goals for oneself to enhance work performance
	access and utilize appropriate resources and self-care strategies to enhance personal growth
	act in accordance with ethical and professional standards
	Work with others within one's scope of practice and job description
	apply organizational and time management skills