

This Agreement; made in triplicate, this (day) of (month), 2020

Between: The Corporation of The City Of Cornwall Serving
The Counties of Stormont, Dundas And Glengarry
hereinafter called the “Municipality”

of the first part

Name of Provider

Address

hereinafter called the “Child Care Provider”

of the second part

WHEREAS the Child Care Provider furnishes private-home day care for children in the Municipality:

AND WHEREAS the Municipality has agreed to pay to the Child Care Provider the cost of providing such care as hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Where the **Name** furnishes home child care at **Address** in accordance with the requirements of the *Child and Early Years Act* and regulations thereunder or any requirement prescribed by the Director of the Early Learning Branch of the Ministry of Education for the Province of Ontario, to any child that lives with and is dependant for support and maintenance upon a parent or guardian who is a resident of the Municipality shall pay to the Child Care Provider the per diem rate in Schedule “A” hereto for each day, commencing on the first day that the said child is enrolled at the said premises, or such other rate as may from time to time be set by the Municipality. Statutory Holidays are compensated as per the child’s normal schedule.
2. Payment by the Municipality in accordance with Clause 1 above in respect to a child, shall be made bi-weekly to the Child Care Provider, such payment shall be made based on the number of children enrolled and receiving care.

3. Payment by the Municipality in accordance with the Province's wage enhancement initiative will be made according to the guidelines provided by the Province for 2020.
4. The Child Care Provider shall not charge any greater or additional fee in respect of a child than is provided for under Clause 1.
5. The Child Care Provider acknowledges that he/she is independently employed and is willing to offer services as a Child Care Provider and understands that no deductions shall be made from any fees paid by the Municipality for the services performed: in particular, there shall be no deductions for income tax, Workplace Safety & Insurance Board, Canada Pension Plan or Employment Insurance.
6. The Child Care Provider acknowledges having read and further agrees to comply with all of the requirements and expectations of the *Child Care and Early Years Act* and regulations prescribed by the province and municipal policies, requirements and expectations as given in the Provider's manual and in particular but without restricting the generality of the foregoing, shall:
 - a) Grant access to the Provider's premises at all reasonable times to any person authorized under the Act and Regulations and the Municipality to inspect the premises;
 - b) Ensure that a responsible adult, 18 years or over, and approved by the Municipality, is in attendance at all times while any child is receiving private home day care;
 - c) Will not provide private home day care for a maximum capacity of no more than five (5) children including the Provider's own children under six years of age.
 - d) Maintain confidentiality on all matters pertinent to the furnishing and provision of private home day care services under this Agreement.
 - e) Keep adequate attendance and such other records as directed by the Division Supervisor of the Child Care Department of the Municipality on each child that receives private home day care.
 - f) Maintain up to date Standard First Aid, including infant and child CPR.
7. The Child Care Provider will maintain in full force and effect, during the term of this Agreement, automobile liability insurance having an inclusive limit of not less than one million dollars (\$1,000,000.00) per occurrence to cover children transported in his/her vehicle for field trips planned by the Provider. The Provider must also

obtain written consent from the parent(s) prior to any activities that require transportation in his/her privately owned vehicle.

8. The Municipality shall provide to the Child Care Provider:

- a) Written copies of all Government Regulations and Guidelines, Municipality policies, requirements and expectations in writing.
- b) Assurance that arrangements made with parents will be respected according to the Provider/Parent/Municipality Pre-Placement Interview Agreement and the Freedom of Information and Privacy Protection Act.
- c) Opportunities for the development of Providers child care skills which will facilitate communication among Providers by providing related information, workshops, courses and issuing printed information relating to providing home day care for children. The Municipality will give preference when placing children, to Providers who have participated in these activities.
- d) Regular visits by the Child Care Advisor while the children are in attendance, who will offer support to the Child Care Provider and be available, by telephone to help with problems solving concerning the Child Care arrangements.
- e) Supervision by the Child Care Advisor to ensure that the standards, according to the *Child Care and Early Years Act* are met for providing private home day care.
- f) Equipment, toys and craft supplies within budget limitations. All such equipment, toys and craft supplies provided to a Provider shall at all times remain the property of the municipality.

9. The Child Care Provider hereby covenants and agrees to indemnify and save harmless the Municipality from all claims, actions, causes of action and liabilities of any nature arising out of the performance or non-performance of any obligation under this Agreement.

The Child Care Provider shall continue to develop his/her child care skills and to become familiar with and make use of the available community resources. To support this process the Municipality will make available training workshops and courses which are an integral part of the supervision of care.

10. The Child Care Provider shall be responsible for and take care of any equipment borrowed from the Municipality. Normal wear and tear is taken into consideration. Equipment must be returned to the Municipality in a clean and sanitary condition.
11. The Municipality may terminate this Agreement with the Provider for cause and without notice where the Provider fails to comply with the terms and conditions set out in this agreement, the provisions of the *Child Care and Early Years Act & regulations*, or fails to provide a level of care or environment for the child(ren) acceptable to the Municipality.
12. In the event that a parent withdraws any child(ren) from the Provider's care without giving one-week advance notice to the Municipality, the Provider will be paid an amount equal to one week compensation for each child withdrawn, less the amount of notice given. No such compensation will be paid if two weeks advance notice is given by the parent.
13. Providers will be paid for vacation days while parents are on vacation. If a provider chooses to take a vacation at a different time, they will not be compensated. Providers will also be paid up to 30 absent days a year per child including vacation. Providers must notify the Agency when taking vacation days.
14. It is further understood that the Municipality does not guarantee any number of placements to a provider at any time. This contract is subject to renewal when there has been no service provided for a period of six (6) months. After this period the home is considered inactive.
15. It is further understood that a past provider cannot advertise his/her services as a City or County approved child care provider.
16. NOTWITHSTANDING the aforementioned, the agreement may be terminated without cause by giving to the other party fourteen (14) days notice, in writing, of its intention to terminate this agreement.

In Witness Whereof this Agreement has been executed by the Parties hereto.

Signed, Sealed and Delivered

In the presence of:) The Corporation of the City of Cornwall

Mayor

Clerk

Home Child Care Provider

Witness

Schedule A: DAILY RATES FOR HOME CHILD CARE PROVIDERS	
Rates as of February 1, 2019	
1. Services consisting of over 6.5 hours to a maximum of 12 hours of care, including the provision of meals and snacks.	Infant \$36.00
	Toddler \$34.00
	Preschool \$33.00
	Kindergarten/School Age \$33.00
2. Services consisting of over 2 hours to a maximum of 6.5 hours, including the provision of a meal and snacks.	Infant \$27.00
	Toddler \$25.00
	Preschool \$24.00
	Kindergarten / School Age \$24.00
3. Services consisting of a maximum of up to 2 hours before and after school only.	Kindergarten / School Age \$9.00
4. The foregoing fees will be supplemented by an amount of \$5.00 for the provision of non-traditional hour services on a week-end, during evening hours or overnight. * Before 6:30 a.m. & after 6:00 p.m.	\$5.00 per hour

Payment of the foregoing amounts will be issued for periods of absence caused by the child for any of the following reasons to the stated maximum number of days during any calendar year:

- statutory holidays to a maximum of 10 days
- withdrawal without notice 5 days

Payment for all absent days will be based on the child's regularly scheduled day and normal care code.

Note: Payment for periods of absence shall be paid as per the child's regular schedule and care code.