

Funding Agreement Number: C26CGP1433

**Child Care Operating Funding Program
Licensed Child Care Providers**

THIS AGREEMENT is effective as of the 01 day of April 2025 (the "Effective Date").

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of Education and Child Care
("Province", "us", "we" or "our", as applicable)

Child Care Benefit and Operating Funding Branch
PO Box 9965 Stn Prov Govt
Victoria BC V8W 9R4

AND:

1510483 B.C. LTD.
1-2901 27 St
Vernon, BC V1T 4W3
ADMIN@COCOMELONLEARNING.COM
("Provider", "you", or "your", as applicable)

Each a "**Party**", and collectively the "**Parties**".

We agree to provide funding to you under the *Early Learning and Child Care Act* in accordance with the terms and conditions set out in this Agreement and you agree to abide by such terms and conditions.

THEREFORE, the Parties agree as follows:

1 DEFINITIONS:

1.1 In this Agreement:

- a) **"Administrative Fee"** means any mandatory fee that you impose or seek to impose in respect to administrative costs associated with the Enrolment of a child at your Facility, including any fee for registration. For clarity, Administrative Fees do not include Waitlist Fees;
- b) **"Agreement"** means this agreement for the Child Care Operating Funding Program, CCFRI, and ECE Wage Enhancement, including the Schedules, as may be amended;
- c) **"Business Day"** means a day, other than a Saturday or Sunday or a statutory holiday, on which provincial government offices are open for normal business in British Columbia;
- d) **"Care Category"** means any of the following care categories:
 - i. "0-18 months";
 - ii. "18-36 months";
 - iii. "3 Years to Kindergarten";
 - iv. "Kindergarten";
 - v. "Grade 1 to Age 12"; or
 - vi. "Preschool";
- e) **"CCFRI" or "Child Care Fee Reduction Initiative"** means the initiative under which the CCFRI Funding may be paid to enrolled providers of Child Care Services;
- f) **"CCFRI Funding"** means a payment under the CCFRI, which is comprised of the CCFRI Provider Payment and the Parent Fee Reduction Payment, as described in Schedule C;
- g) **"CCFRI Provider Payment"** means a payment provided to offset costs associated with participating in the CCFRI, as described in Schedule C;
- h) **"CCOF Base Funding Payment"** means a payment provided under the Child Care Operating Funding Program, as described in section 3 and Schedule B;
- i) **"Child Care Operating Funding Program" or "Program"** means the program under which the CCOF Base Funding Payments may be paid to enrolled providers of Child Care Services;
- j) **"Child Care Services"** means licensed child care services provided by you to children Enrolled in Enrolled Spaces or occupying Drop-In Spaces at a Facility, as described in any Schedule A attached to this Agreement;
- k) **"Direct Care Staff"** means staff employed at the Facility on either a full-time, part-time, or casual basis who are directly responsible for and engaged in the care and supervision of children at your Facility, and includes ECE Employees;
- l) **"Discounted Parent Fee"** means any Parent Fee that you charge for a child to be Enrolled in an Enrolled Space or to occupy a Drop-In Space at your Facility, which is lower than the Parent Fee reported to us for the corresponding Care Category on your Program Confirmation Form. For clarity, Discounted Parent Fee includes, as examples: legacy rates, sibling discounts, and other discounted rates you provide for specific families;

- m) **"Drop-In Space"** means a child care space, other than an Enrolled Space, that is occupied by a child on a casual or emergency basis for a specific category of Child Care Services at your Facility within the Maximum Capacity;
- n) **"Early Learning and Child Care Act"** means the *Early Learning and Child Care Act*, [SBC 2021] chapter 22, as may be amended, supplemented or replaced from time to time, and any successor legislation;
- o) **"Early Learning and Child Care Regulation"** means the Early Learning and Child Care Regulation, B.C. Reg. 189/2024, made under the *Early Learning and Child Care Act*, as may be amended, supplemented or replaced from time to time, and any successor regulation;
- p) **"ECE"** means an individual who holds an Early Childhood Educator, Infant and Toddler Educator, or Special Needs Educator certificate issued by the BC Early Childhood Educator Registry, and such certificate has not been suspended, cancelled, or expired;
- q) **"ECE Employee"** means an ECE employed at your Facility on a full-time, part-time, or substitute basis, and includes an owner of a Facility, ECEs primarily working in an administrative function, and Supported Child Development support workers or Aboriginal Supported Child Development support workers, provided the supported child development worker is directly employed at the Facility, but does not include an ECE engaged as an independent contractor;
- r) **"ECE Portion of Statutory Benefits Funding"** means that portion of Statutory Benefits Funding set out in Column B in section 2 of Schedule D;
- s) **"ECE Wage Enhancement"** means the program under which ECE Wage Enhancement Funding may be provided to enrolled providers of Child Care Services, in order to enhance the wages of their ECE Employees;
- t) **"ECE Wage Enhancement Funding"** means a payment under the ECE Wage Enhancement that is comprised of any or all of ECE Wage Top-Up Funding, the Statutory Benefits Funding, the ECE Portion of Statutory Benefits Funding, and, if applicable, the Employer Health Tax Reimbursement, as described in Schedule D;
- u) **"ECE Wage Top-Up Funding"** means the payment, as described in Schedule D;
- v) **"Effective Date"** means the effective date of this Agreement as set out at the head of this Agreement;
- w) **"Emergency Closure"** means a day upon which you would normally provide Child Care Services, but, were unable to provide Child Care Services due to an emergency, as determined by the Province in its sole discretion;
- x) **"Employer Health Tax Reimbursement" or "EHT Reimbursement"** means the payment provided to offset additional Employer Health Tax payment obligations incurred as a result of participating in the ECE Wage Enhancement, as set out in sections 6.1 to 6.3 and Schedule D;
- y) **"Enrolled Space"** means a child care space allocated to a particular child at your Facility as per that child's Enrolment;

- z) **"Enrolment" or "Enrolled"** means the registration of children full-time or part-time in any given month, for a specific category of Child Care Services and on specific days at your Facility within the Maximum Capacity. For clarity, for the purposes of calculating CCFRI Funding and the Parent Fee Reduction Amounts under Schedule C, any reference to Enrolment or an Enrolled child in Schedule C also refers to children who receive Child Care Services at your Facility, but who occupy a Drop-In Space rather than an Enrolled Space;
- aa) **"Enrolment Report"** means, for each Facility, a monthly report that provides information to us in respect of Schedule B or Schedule C, as the case may be, and that is in the form that we require;
- bb) **"Extended Hours"** means the additional hours of operation each Facility is open and providing child care before 6:00 a.m., after 7:00 p.m., or overnight;
- cc) **"Facility"** means a location of Child Care Services, operated by you, for which a Facility Licence has been issued, which is identified in the applicable Schedule A;
- dd) **"Facility Licence"** means a valid child care facility licence issued under the *Community Care and Assisted Living Act*;
- ee) **"Hours Worked"** means regular hours or overtime hours for which an ECE Employee is paid to work at a Facility and sick leave taken by an ECE Employee provided that Hours Worked do not include:
 - i. parental leave, long-term disability, vacation, or unpaid leave;
 - ii. any sick leave taken in excess of the prescribed number of days under section 49.1(1)(a) of the *Employment Standards Act*; or
 - iii. time spent solely caring for children for whom the ECE Employee is a Parent or is otherwise a parent or person standing in the place of a parent;
- ff) **"Maximum Capacity"** means the total number of child care spaces allowed at any one time under the Facility Licence that are eligible for the Child Care Operating Funding Program;
- gg) **"Ministry"** means the ministry that is responsible for the subject matter of this Agreement;
- hh) **"Monthly ECE Report"** means any of the monthly reports that you prepare and submit to us in accordance with section 7.2;
- ii) **"Notice of Assessment"** means the notice of assessment sent to you pursuant to section 152(2) of the *Income Tax Act* R.S.C., 1985 c. 1;
- jj) **"Optional Fee"** means any fee that you charge or seek to charge a Parent for optional services which a Parent may opt not to pay while still receiving the usual, continuous care at your Facility for which the Parent Fee applies. Optional Fees do not include any fees for hours of child care that could reasonably be expected to be included in the Parent Fee;
- kk) **"Parent"** means a parent or a person standing in the place of a parent with respect to a child Enrolled in an Enrolled Space or a child occupying a Drop-In Space at your Facility;

- ll) **"Parent Fee"** means the fee that you charge a Parent or other party for the Parent's child to be Enrolled in an Enrolled Space or to occupy a Drop-In Space at your Facility (including any new Administrative Fee and any increase to an Administrative Fee, but excluding any Optional Fee);
- mm) **"Parent Fee Increase"** means any increase to the Parent Fee and includes without limitation any of the following:
- i. a reduction of hours of operation or services that were previously included in the Parent Fee and the introduction of the option to purchase such hours or services for an Optional Fee; and
 - ii. a new Administrative Fee or an increase to an Administrative Fee for some or all children Enrolled in an Enrolled Space or occupying a Drop-In Space in a Care Category;
- For certainty, the introduction of an Optional Fee for a service that was not previously included in the Parent Fee, including an extension of your hours of operation, will not be considered a Parent Fee Increase;
- nn) **"Parent Fee Reduction Amount"** means the amount by which you decrease your monthly Parent Fee in accordance with this Agreement;
- oo) **"Parent Fee Reduction Payment"** means a payment provided under the CCFRI for each child Enrolled in an Enrolled Space or occupying a Drop-In Space, as described in Schedule C;
- pp) **"Program Confirmation Form"** means the form completed and submitted to us to be considered for enrolment in the Program and to receive one or more of the following categories of funding:
- i. CCOF Base Funding Payment;
 - ii. CCFRI Funding; and
 - iii. ECE Wage Enhancement Funding;
- qq) **"Public Sector Employer"** has the meaning given to it in section 1 of the *Public Sector Employers Act*;
- rr) **"Statutory Benefits Funding"** means, in addition to the ECE Portion of Statutory Benefits Funding, the funding that we provide to you each month to offset your cost of increased statutory benefits obligations for ECE Employees as a result of the ECE Wage Top-Up Funding, as described in Schedule D; and
- ss) **"Waitlist Fee"** means a refundable or non-refundable fee for a child or a Parent to be added to or removed from a waitlist for Enrolment or for access to a Drop-In Space at your Facility or to maintain or alter such child or Parent's position on such waitlist, as determined by the Ministry in its sole discretion. For clarity, Administrative Fees are not Waitlist Fees.

2 TERM

- 2.1 If we provide you with written approval of your enrolment in the Program, this Agreement will become effective on the Effective Date and will end on March 31, 2026, subject to:
- a) earlier termination as provided for under this Agreement; and
 - b) sections 2.2, 2.3, and 2.4, as applicable.
- 2.2 If we provide you with written approval of your enrolment in the Program, or the CCFRI and/or ECE Wage Enhancement as applicable, prior to April 1, 2025, then we may provide the first payment(s) for one or more funding categories prior to April 1, 2025. In this case, the terms of this Agreement will be deemed to apply with respect to any such early payments.
- 2.3 If we provide you with written approval of your enrolment in the CCFRI or the ECE Wage Enhancement, the terms of this Agreement applicable to such funding will become effective on the date specified by us in such approval.
- 2.4 We may, at our discretion, temporarily approve your enrolment in either the CCFRI or the ECE Wage Enhancement pending our final decision. If this circumstance applies to you, we must notify you in writing of your temporary approval status. The terms of this Agreement will apply during any such temporary approval period as if you were enrolled, and:
- a) in the case of us providing a final decision in favour of enrolment in one or more of these funding categories, the terms of this Agreement will continue to apply for the remainder of the term; or
 - b) in the case of us providing a final decision disallowing further enrolment in one or more of these funding categories, the funding applicable to those impacted categories will cease on the date that we indicate. If a final decision results in you not receiving any further funding under this Agreement at all, then this Agreement will end on the date that we indicate. In such a scenario, you are required to comply with your obligations under the Agreement up to the date that it terminates, subject to section 18.1.

3 CCOF BASE FUNDING

3.1 If we have provided you with written approval of your enrolment in the Program, we must pay you the CCOF Base Funding Payment each month in accordance with the provisions of Schedule B.

3.2 Upon such enrolment in the Program you:

- a) must comply with the *Community Care and Assisted Living Act*, and all other applicable statutes and laws;
- b) must notify the Province in writing within two Business Days of any change to your Facility Licence or your Child Care Services in the manner and format provided by us;
- c) must either:
 - i. have no outstanding balances owed to the Ministry; or
 - ii. have payment plans approved by the Ministry for any outstanding balances owed to the Ministry, and remain in compliance with and make all required payments pursuant to such payment plans for the duration of your enrolment in the Program;
- d) must be in good standing with respect to the filing of your annual reports with the BC Registrar of Companies or the federal equivalent of the BC Registrar of Companies;
- e) must remain in compliance with any other agreement or arrangement in place between you and us;
- f) must:
 - i. not refuse to provide Child Care Services to children solely on the grounds that a Parent has made an application for, or is in receipt of, a child care benefit (also known as the Affordable Child Care Benefit), under the *Early Learning and Child Care Act*;
 - ii. complete and sign any documentation that is necessary in respect of the Parent's application for a child care benefit; and
 - iii. claim for child care benefit payments that you are entitled to apply for pursuant to the Early Learning and Child Care Regulation and apply such payments for the Parent's benefit;
- g) must make every reasonable effort to provide an inclusive and supportive environment for all children receiving Child Care Services at your Facility, whether Enrolled in an Enrolled Space or occupying a Drop-In Space, and including children with support needs;
- h) must complete and submit to us any surveys or questionnaires (including a provider profile survey for each Facility set out in the applicable Schedule A), as we may request from time to time and in such form and within such time period as we may require;
- i) must not charge Waitlist Fees; and
- j) must otherwise comply with your obligations under this Agreement, including your reporting requirements.

4 CHILD CARE FEE REDUCTION INITIATIVE

- 4.1 If we have provided you with written approval or written temporary approval of your enrolment in the CCFRI, we must pay you the CCFRI Funding each month in accordance with the provisions of Schedule C, subject to you continuing to provide Child Care Services, and your continued enrolment in the CCFRI.
- 4.2 Following such written approval of your enrolment in the CCFRI, you must:
- a) within 30 days of having received written approval or temporary approval from us of your enrolment in the CCFRI, notify all Parents in respect of whom the CCFRI Funding applies, in writing, of the following:
 - i. confirmation of your enrolment in the CCFRI;
 - ii. the amount by which you are required to decrease the Parent Fee per Enrolled Space or Drop-In Space, for the Care Category applicable to the child; and
 - iii. the amount of any Province approved Parent Fee Increase applicable to such Enrolled Space or Drop-In Space, including any Parent Fee Increase for part-time Enrolments during the term of this Agreement;
 - b) upon Enrolment of a child in respect of whom the CCFRI Funding applies, or upon attendance at the Facility of a new child in a Drop-In Space, provide the child's Parent, in writing, with the information contained in sections 4.2 (a) (i)-(iii);
 - c) in the form and frequency directed by us, advise Parents of children in respect of whom the CCFRI Funding applies of any information relevant to this Agreement;
 - d) decrease the Parent Fee for each Enrolled Space and Drop-In Space by the amount that is determined in accordance with Schedule C;
 - e) not implement a Parent Fee Increase beyond any Parent Fee Increase that we have approved in writing;
 - f) not implement a Parent Fee Increase to any Parent Fee for part-time Enrolment, to occupy Drop-In Spaces, or any Discounted Parent Fee beyond what is reasonably proportional to any Parent Fee Increase for full-time Enrolment that is approved by us in writing;
 - g) not charge a Parent any fee whatsoever for Child Care Services beyond those contemplated and approved under this Agreement;
 - h) not charge Parent Fees for Facility closures beyond those approved by us, in writing, during the term of this Agreement; and
 - i) otherwise comply with your obligations under this Agreement, including your reporting requirements in sections 7.1 and 7.3.
- 4.3 For clarity, in respect of sections 4.2 (d) through (h), we reserve the right to determine, in our sole discretion, whether any fee that you are charging or plan to charge to a Parent for Child Care Services, including any change or increase to an existing fee, qualifies as a Parent Fee, Parent Fee Increase or Optional Fee, and ultimately whether it is a fee that you are permitted to charge to Parents for Child Care Services covered by this Agreement; and in respect of section 4.2 (f) we also reserve the right to determine, in our sole discretion, whether an increase or proposed increase to a Parent Fee for part-time Enrolment, to occupy a Drop-In Space, or a Discounted Parent Fee is reasonably proportional to any Parent Fee Increase for full-time Enrolment that is approved by us.

- 4.4 If we have approved a Parent Fee Increase and you have represented to the Province that such a Parent Fee Increase is due to increased pay for Direct Care Staff, you must notify the affected Direct Care Staff in writing of our approval and that the Parent Fee Increase was approved in order to increase pay for Direct Care Staff within 30 days of having received written approval from us.
- 4.5 You may unenroll from the CCFRI if you have provided to us written notice of your intention to unenroll and we approve your request in writing, provided that the effective date of your unenrollment is determined by us.

5 **ECE WAGE ENHANCEMENT FUNDING**

- 5.1 If we have provided you with written approval or written temporary approval of your enrolment in the ECE Wage Enhancement, we must pay you the ECE Wage Enhancement Funding each month in accordance with the provisions of Schedule D, and subject to your continued enrolment in the ECE Wage Enhancement.
- 5.2 Following such written approval of your enrolment in the ECE Wage Enhancement, you must:
- a) within 30 days of having received written approval or written temporary approval from us, notify all ECE Employees in writing:
 - i. of your enrolment in the ECE Wage Enhancement;
 - ii. that all ECE Wage Enhancement Funding is provided by us at our discretion, and is subject to modification or discontinuation by us in accordance with this Agreement; and
 - iii. of the amount of the wage that they receive from you and the amount of the hourly ECE Wage Top-Up Funding that they must receive in addition to their wage;
 - b) ensure that all ECE Employees for whom you are required to submit Monthly ECE Reports immediately sign a written acknowledgement in the manner and format provided by us which confirms:
 - i. their knowledge, consent, and authorization for you to collect and disclose to us the ECE Employee's personal information and other information for the purposes of the administration, ongoing planning, evaluation, and auditing of the ECE Wage Enhancement; and
 - ii. their knowledge that we may contact them directly to verify any information you provide to us and to verify that the ECE Wage Enhancement Funding is being distributed as required by this Agreement.
 - c) subject to the vacation pay exception in section 5.2 (d) below, distribute the ECE Wage Top-Up Funding and the ECE Portion of Statutory Benefits Funding to each ECE Employee as soon as possible, but no later than 60 days after all Hours Worked are completed for the applicable month, unless we first approve a longer period in writing;
 - d) in circumstances where ECE Employees at your Facility do not take their earned vacation until (i) more than 60 days after all Hours Worked are completed for the applicable month, or (ii) after this Agreement expires, pay the amount of the ECE Portion of Statutory Benefits Funding that is owed to such ECE Employees for vacation pay in accordance with the time periods as set out in the *Employment Standards Act* rather than the 60 day period set out in section 5.2 (c) above;
 - e) for ECE Employees employed at your Facility who leave their employment or are terminated, arrange to provide them with any outstanding payments that may be owed to them under this Agreement for their Hours Worked up to the date such employment ends;

- f) distribute the ECE Wage Top-Up Funding over and above the regular hourly wages of the ECE Employees and not use any of the ECE Wage Enhancement Funding to replace ECE Employee wages that you would normally pay them, nor use such funding to replace scheduled wage/salary increases;
- g) inform us of any change that may impact your eligibility for ECE Wage Enhancement Funding, prior to the change taking place, including by informing us if your status as a Public Sector Employer changes, or if you are a Public Sector Employer who is a member of the Community Social Services Employers' Association and you operate a Facility whose ECE Employees become unionized (meaning they sign onto a collective agreement) or non-unionized during the term of this Agreement; and
- h) otherwise comply with your obligations under this Agreement, including your reporting requirements for the ECE Wage Enhancement in sections 7.2 and 7.3.

5.3 We are not responsible to pay or otherwise reimburse you for any cost, loss, fine, damage, or other financial obligation that you may suffer or incur due to your failure to comply with section 5.2 (a).

5.4 You may unenroll from the ECE Wage Enhancement program if you have provided to us written notice of your intention to unenroll and we approve your request in writing, provided that the effective date of your unenrollment from the ECE Wage Enhancement program is determined by us.

6 EMPLOYER HEALTH TAX (EHT) REIMBURSEMENT

6.1 Subject to sections 6.2 and 6.3, if we have provided you with written approval or written temporary approval of your enrolment in the ECE Wage Enhancement program, we must pay you EHT Reimbursement during the years:

- a) 2026 for the tax year 2025; and
- b) 2027 for the tax year 2026.

6.2 EHT Reimbursement is subject to you first providing us with a copy of your final Notice of Assessment for the tax years 2025 and 2026, and such other documentation as we may require (collectively, the "Notice of Assessment Documentation"), in the manner and timeframe specified by us.

6.3 If, upon your request, the Province has approved an arrangement for the payment of the EHT Reimbursement prior to the availability of your Notice of Assessment Documentation, the following conditions apply:

- a) you must provide such documentation to us in accordance with section 6.2; and
- b) the EHT Reimbursement is subject to adjustment upon confirmation of the actual amount of the increase to the EHT, owed and remitted by you, that you are required to pay as a result of the ECE Wage Enhancement; and
- c) if an overpayment of EHT Reimbursement has occurred, you must pay us the amount equal to such overpayment.

6.4 Administration of the EHT Reimbursement may, at our discretion, be delegated to another ministry or branch of the Province.

7 RECORDS AND REPORTING REQUIREMENTS

7.1 You must:

- a) create and retain for each Enrolled child and Drop-In Space child: the name, date of birth, date of Enrolment in the Facility, and Parent Fee charged, a monthly schedule of confirmed Enrolled and Drop-In Spaces, and daily attendance records indicating for each day whether the child is absent or, if the child is present, the time of arrival and departure;
- b) create and maintain accurate Enrolment Reports; and
- c) submit your Enrolment Reports, in the required form and with the required information, to us any time between the 15th day of the month immediately before the applicable reporting month and the last day of the sixth month following the applicable reporting month. For example, for June, you must submit your Enrolment Report(s) and any adjusted Enrolment Reports between May 15th and December 31st.

7.2 If you are enrolled in the ECE Wage Enhancement, you must:

- a) ensure that monthly Hours Worked by ECE Employees are documented on personnel attendance records and retained for verification and audit purposes;
- b) keep each ECE Employee's signed written acknowledgement referenced in section 5.2 (b) on file and provide a copy to us upon our request;
- c) create and maintain complete and accurate information in respect of the matters described in Schedule D, including Hours Worked by ECE Employees during the applicable month; and
- d) submit Monthly ECE Reports, in the required form and with the required information, to us any time between the 1st day of the month immediately following the applicable reporting month and the last day of the sixth month following the applicable reporting month. For example, for June, you must submit your Monthly ECE Report(s) and any adjusted Monthly ECE Reports between July 1st and December 31st.

7.3 All Enrolment Reports and Monthly ECE Reports, and any adjusted Enrolment Reports or Monthly ECE Reports, must be submitted in the required form and with the required information by the deadlines set out in sections 7.1 (c) and 7.2 (d). Late reports will not be accepted after these deadlines, and the Ministry must not make any related payments.

8 PAYMENTS

- 8.1 You must not commit, or purport to commit, us to pay any money unless specifically authorized by this Agreement.
- 8.2 The funding provided to you under this Agreement is subject to the *Financial Administration Act*, which makes the obligation to pay subject to an appropriation being available in the fiscal year of the Province during which payments become due.
- 8.3 Despite any other provision in this Agreement, the Province may, on 30 days' written notice to you, change the funding rates, calculations, amounts, categories, defined expressions, descriptions, and other provisions set out in Schedule B, Schedule C, and Schedule D. In respect of any such changes, the Province may, at its option:
 - a) replace any one or more of Schedule B, Schedule C and Schedule D with a revised version thereof, and

- b) change or remove any of the definitions set out in section 1.1 of the Agreement, or add new definitions to that section.

For clarity, any such changes will take effect in accordance with the terms specified in the written notice and do not require a formal amendment or modification agreement to be signed by you.

- 8.4 Without limiting any other rights that we have under this Agreement or elsewhere, we reserve the right to cease or withhold funding under this Agreement, if we determine that any funding distributed or to be distributed under this Agreement may not be used or is not being used as intended or required under this Agreement.

9 INFORMATION MANAGEMENT AND PRIVACY PROTECTION

- 9.1 You must retain the records described in section 7 for the term of this Agreement for at least two years following the expiration or termination of this Agreement.
- 9.2 You agree that the Province does not have custody or control of the records described in section 7.
- 9.3 If you are subject to the *Freedom of Information and Protection of Privacy Act* or the *Personal Information Protection Act*, you must ensure that you comply with the legislation that applies to you with respect to any recorded personal information you collect or otherwise receive about an identifiable individual in connection with this Agreement, including obtaining any consents or authorizations necessary for you to comply with your obligations under this Agreement.
- 9.4 You must make reasonable security arrangements, including ensuring that you have reasonable and adequate systems security measures in place, to protect the records (including any personal information) described in section 7 from unauthorized access, use, disclosure or disposal.

10 AUDIT AND SERVICE EVALUATION

- 10.1 You must comply with all requests for information made by us in connection with this Agreement in the form, manner and time frame specified by us.
- 10.2 In addition to and without limiting our right to request information under section 10.1, we may conduct an audit, including an interim audit, of your financial records, accounts, and any other documentation to ensure your compliance with the terms and conditions of this Agreement. For clarity, such audit may occur at any time, with or without prior notice to you.
- 10.3 For audit purposes, you must permit us or our designates at any time during normal business hours to access, review, and/or copy any records relevant to this Agreement, for the duration of this Agreement and for at least two years following the expiration or termination of this Agreement. Without limiting the foregoing, accessing and reviewing records includes but is not limited to:
 - a) accessing electronic records, databases, and systems used to track or administer any funding you receive under this Agreement;
 - b) reviewing financial statements, including balance sheets, income statements, and cash flow statements;
 - c) examining any records related to the use, disbursement, and allocation of any funding provided under the Agreement; and/or
 - d) visiting a Facility to verify any information, including any representations and/or warranties made by you in regard to the Facility and its operation.

- 10.4 You acknowledge that we have authority under section 7 of the *Early Learning and Child Care Act* to seek verification of any information you have supplied to us, including by verifying this information with third parties, including but not limited to:
- a) a Parent;
 - b) an ECE Employee;
 - c) other government ministries or public organizations, including Health Authorities;
 - d) landlords; and
 - e) banks, financial institutions, and lenders.
- 10.5 You must provide clear notice to Parents that:
- a) limited personal information about them and their children who are Enrolled in an Enrolled Space or occupying a Drop-In Space must be provided to us and our authorized representatives when required by us for the purposes of administering, evaluating, planning, and auditing the provision of funding under this Agreement; and
 - b) we may contact them directly to verify the information provided to us under 10.5(a).
- 10.6 To promote accountability and transparency, you consent to the release of the status or results of any investigation or audit by the Ministry into your compliance with the Agreement to the public. This consent is effective on the Effective Date.

11 PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS

- 11.1 As requested from time to time by the Province, you must cooperate with us to make public announcements and advertise our contribution to each Facility, including posting signage, in the form, content and location determined by us.
- 11.2 Unless you provide reasonable grounds for why we should not do so, and those grounds are deemed acceptable by us, we reserve the right to publicly advertise each Facility named in this Agreement, including the corresponding Province approved Parent Fees if enrolled in the CCFRI, on the Child Care Map, BC Data Catalogue and any other of the Province's public websites.
- 11.3 By entering into this agreement, you consent to the release of high-level information set out in this section in respect of the CCFRI and the ECE Wage Enhancement, applicable to the term of the Agreement, if requested by interested third parties who contact the Ministry. We are under no obligation to verify the identity of any third party requesting such information. The high-level information that we reserve the right to share about your Facility in respect of the CCFRI and the ECE Wage Enhancement is:
- a) the status of any application;
 - b) the date of any application;
 - c) the general reason for approval or denial of any application;
 - d) whether you have applied to enrol in, or have opted out of, the CCFRI and/or ECE Wage Enhancement;

- e) if you are enrolled in the CCFRI:
 - i. any Province approved Parent Fee;
 - ii. any Province approved Parent Fee Increase, and the timing of the increase; and
 - iii. any Provider request for a Parent Fee Increase based on your stated intention and commitment to increase the remuneration of Direct Care Staff (separate from the ECE Wage Enhancement), including whether any such request for approval was made, the status of the request, the date upon which any such request was approved or denied, and the general reasons for any approval or denial.

12 REPRESENTATIONS AND WARRANTIES

12.1 You represent and warrant to us that:

- a) all information that you provided to us to apply for any funding under this Agreement is true and correct in all respects; and
- b) any information you are required to provide to us, including the content of all forms and reports that you are required to maintain or produce under this Agreement, is true and correct in all respects.

12.2 All representations, warranties, covenants and agreements that you make in this Agreement, and all certificates, other documents or information that you deliver or that are delivered on your behalf are material and are deemed to have been relied upon by us, despite any prior or subsequent investigation by us, and they must survive the payment of the funding under this Agreement and the fulfillment of all other obligations under this Agreement.

12.3 You acknowledge that if you provide us with information that is false or misleading in order to obtain funds under this Agreement that this will be considered an Event of Default under section 14.1.

13 GENERAL COVENANTS

13.1 You must comply with all your obligations set out in this Agreement.

13.2 You must not provide any services to any third party in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this Agreement.

13.3 You must notify us immediately if you discover an error or inaccuracy in the information you provided to us on your completed Program Confirmation Form, or any other form or information that you are required to provide under this Agreement, including reports.

14 EVENTS OF DEFAULT AND TERMINATION

14.1 Any of the following events constitute an 'Event of Default' whether it is voluntary, involuntary or results from the operation of law or any judgment or order of any court or administrative or government body:

- a) you fail to comply with any provision of this Agreement or any other agreement you have entered into with us and have not, to our satisfaction, rectified the failure within any time limit set by us;

- b) any representation or warranty you have made in applying for funding or any information, licence, statement, certificate or report you submit to us under this Agreement is untrue or incorrect;
- c) you have an amount owing to us for which no payment plan has been established and approved by us, or you have defaulted on a payment under an approved payment plan or otherwise failed to make any payment by the due date under an approved payment plan;
- d) you do not make the repayment referred to in section 15.1, within the timeframe specified in section 15.2;
- e) you continue to receive payments from us under this Agreement to which you are not entitled after having failed to inform us of any loss, suspension, revocation or cancellation of a Facility Licence you are required to possess under this Agreement;
- f) you cease, in our opinion, to operate a Facility;
- g) an order is made, or a resolution is passed, or a petition is filed for the liquidation or winding up of your assets or your child care business; or
- h) you become insolvent, commit an act of bankruptcy, or make an assignment of your assets for the benefit of your creditors or otherwise acknowledge your insolvency.

14.2 Upon the occurrence of any Event of Default and at any time after that we may, despite any other provision of this Agreement, by written notice to you do one or more of the following:

- a) require you to take such action within such time period as we determine in our discretion to rectify the incident which gave rise to the Event of Default and, upon our request, provide evidence of having taken such action;
- b) delay, decrease, suspend, or cease one or more categories of funding, as applicable, under this Agreement as detailed further in section 14.7 below;
- c) terminate this Agreement immediately or within a time period stipulated by us; or
- d) declare any payments made under this Agreement after the occurrence of the Event of Default to be due and repayable by you to us pursuant both to the terms of this Agreement and to the provisions of Division 2 (Recovery of Financial Supports) of the *Early Learning and Child Care Act*, and such monies must either, at the option of the Province, become due and payable within a timeframe specified by us, or must be deducted by us from any subsequent child care funding.

14.3 In addition to and without limiting any actions available to us under section 14.2 (a), if at any time you fail to comply with sections 4.2 (d) through 4.2 (h) of the Agreement, by written notice we may require you to do the following:

- a) compensate Parents for any fee, including a Parent Fee, portion of a Parent Fee, or Parent Fee Increase, which we have determined should not have been charged to the Parent, under the terms of this Agreement; and
- b) inform Parents in writing of the failure, the impact of the failure on any Parent Fees charged to the Parent, and any details related to any repayment being made under section 14.3 (a).

- 14.4 In addition to and without limiting any of our termination options under section 14.2 (c), upon the occurrence of an Event of Default under this Agreement, we reserve the right, at our discretion, to deny any future application you may submit to apply for any or all funding, including any future fiscal year funding.
- 14.5 If we terminate this Agreement under section 14.2 (c), we must pay you:
- a) the portion of the funding described in Schedule B that is applicable to the period before the occurrence of the Event of Default; and
 - b) if you are enrolled in the CCFRI or the ECE Wage Enhancement, the portion of the funding described in Schedule C and in Schedule D that is applicable to the period before the occurrence of the Event of Default.

Notwithstanding the foregoing, if the applicable reports as outlined in section 7 are not submitted to us within 30 days after the effective date of termination, then we must not pay you any funding under section 14.5 (a) and section 14.5 (b).

- 14.6 In addition to our termination rights set out in section 14.2 (c), either we or you may terminate this Agreement on 30 days' written notice to the other. If this Agreement is terminated under this section, we must pay you:
- a) the portion of the funding described in Schedule B that is applicable to the period before the effective date of termination; and
 - b) if you are enrolled in the CCFRI or the ECE Wage Enhancement, the portion of the funding described in Schedule C and in Schedule D that is applicable to the period before the effective date of termination.

Notwithstanding the foregoing, if the applicable reports outlined in section 7 are not submitted to us within 30 days after the effective date of termination, then we must not pay you any funding under section 14.6 (a) and section 14.6 (b).

- 14.7 A delay, decrease, suspension, or cessation in payments to you for one category of funding under this Agreement due to an Event of Default may, at our discretion, result in a delay, decrease, suspension, or cessation in payments under any other category of funding in which you are enrolled under this Agreement. The amount or duration of any delay, decrease, suspension, or cessation in payments under one or more such categories of funding in which you are enrolled under this Agreement must be at our discretion.
- 14.8 The rights, powers and remedies conferred on us under this Agreement or any statute or law are not intended to be exclusive, and each remedy is cumulative and in addition to and not in substitution for every other remedy existing or available to us.
- 14.9 The exercise of any one or more remedies available to us does not preclude the simultaneous or later exercise by us of any other right, power or remedy.

15 OVERPAYMENT AND REPAYMENT

- 15.1 If funding is paid under this Agreement in an amount to which you were not eligible, including any overpayments made as the result of clerical or administrative error, miscalculation on our part, you ceasing to be licensed to deliver Child Care Services indicated in any Schedule A, or incorrect information supplied by you to us, then such overpayments are repayable to us and we may, after providing you with notice of the overpayment, at our option, do any or all of the following:

- a) recover the amount owed as a debt due to us in accordance with the *Financial Administration Act*;
- b) reduce or withhold future payments to you under this Agreement until the amount owed is recovered.

- 15.2 Repayments referred to in section 15.1 must be made within 30 days of receipt of the demand for payment or in accordance with the repayment timeframe approved by us.
- 15.3 You acknowledge that pursuant to section 11(1) of the *Early Learning and Child Care Act*, the amount of any overpayment referred to in section 15.1 is a debt due to us and may be recovered by us in a court of competent jurisdiction or deducted by us from any subsequent child care funding.

16 INDEMNITY

- 16.1 You must indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, subcontractors, invitees or licensees in connection with this Agreement.

17 NOTICE

- 17.1 Any notice contemplated by this Agreement, by either us or you, to be effective, must be in writing and:
- a) sent by email to the email address provided by the other party; or
 - b) mailed by prepaid registered mail to the other party's address as specified in this Agreement.
- 17.2 Any notice sent in accordance with section 17.1 (a) is deemed to have been received by the recipient on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which case it is deemed to have been received on the next following Business Day.
- 17.3 Any notice sent in accordance with section 17.1 (b) is deemed to have been received by the recipient four Business Days after mailing.
- 17.4 Within two Business Days of a change to your email address, you must provide us written notice by email of the change.

18 GENERAL

- 18.1 Any sections of this Agreement which expressly survive, or by their terms or nature are intended to survive, this Agreement will continue in force indefinitely, subject to any express limitations described in this Agreement or prescribed by law, including sections 9.1, 10.2, 10.3 and 10.6.
- 18.2 You acknowledge and agree that we may contact other branches within the Ministry and other Province ministries to validate the accuracy of any information that you provide to us under this Agreement, including information regarding the EHT Reimbursement under section 6.
- 18.3 You must not assign or subcontract any of your rights or obligations under this Agreement without our prior written consent.

- 18.4 This Agreement does not operate as a permit, licence, approval or other statutory authority which you may be required to obtain from the Province or any of its agencies in order to provide the services. Nothing in this Agreement is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
- 18.5 You must have a Schedule A attached for each Facility and all Schedule As are individually and collectively referred to in this Agreement as "Schedule A".
- 18.6 Without limiting any other modification requirements in this Agreement, no modification to any Schedule A is effective unless proposed by you in the manner and format specified by us, and we have provided written notice to you of our acceptance of, and of the effective date of, the proposed modification.
- 18.7 To the extent that any provision of this Agreement is found to be invalid, illegal or unenforceable, it will be severable from this Agreement and the remaining provisions will not be affected by the severance, and will be valid, legal and enforceable. In the event a provision of this Agreement is found to be unenforceable, such provision will be deemed modified, to the extent possible, for it to be enforceable.
- 18.8 Nothing contained in the Agreement will create or be deemed to create as between the Parties, a partnership, joint venture, or employment or agency relationship.
- 18.9 The failure of us to require the performance of any term or obligation of this Agreement, or the waiver by us of any breach of this Agreement, must not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.
- 18.10 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 18.11 In this Agreement,
- a) the words "includes" and "including" are not intended to be limiting;
 - b) words and defined terms importing the singular include and have a comparable meaning when used in the plural, and vice versa, and words importing gender include all genders;
 - c) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
 - d) "we", "us", and "our" refer to the Province alone and not to the combination of the Provider and the Province which is referred to as "the Parties"; and
 - e) a reference to a section number in the main body of the Agreement refers to the main body and a reference to a section number in a Schedule refers to a section in that Schedule.
- 18.12 Any reference to a statute or other law in this Agreement, whether or not that statute has been defined, means a statute of the Province of British Columbia and includes all amendments to it, the regulations under it and any enactment passed in substitution therefor or replacement thereof.
- 18.13 Time is of the essence in this Agreement.

SCHEDULE A - Child Care Services

Payments made under this Agreement are based on your Facility Licence for the following Facility as detailed in this Schedule.

Name of Facility: COCOMELON LEARNING CENTRE- 27TH STREET

Community Care Facility Licence #: F-2024-52546

Organization-Facility ID #: G-33673-33675

Community Care and Assisted Living Act Facility Licence Details:

Maximum Capacity: 32

Licence Category	Maximum Capacity by Care Type
Group Child Care (Under 36 months)	0
Group Child Care (30 months to School Age)	32
Preschool	0
Group Child Care (School Age/School Age Care on School Grounds)	0
Multi-Age Child Care	0

Service Details:

Days per week you provide child care: 5

Weeks per year you provide child care: 52

Number of preschool sessions offered per week:

Before school care offered: N

After school care offered: N

Before Kindergarten care offered: N

After Kindergarten care offered: N

Extended Hours Details:

(Before 6 a.m., after 7 p.m., or overnight service regularly offered) N

Extended Hours - Maximum number of **days** per week: 0

Extended Hours - Maximum number of **weeks** per year: 0

Licence Category (Extended Hours)	Maximum Spaces Offered (4 Hours or Less)	Maximum Spaces Offered (Over 4 Hours)
Group Child Care (Under 36 months)	0	0
Group Child Care (30 months to School Age)	0	0
Group Child Care (School Age/School Age Care on School Grounds)	0	0
Multi-Age Child Care	0	0

SCHEDULE B - CCOF Base Funding Payment

Subject to your compliance with this Agreement, we must pay you the CCOF Base Funding Payment as a monthly amount for each Facility shown in Schedule A for the duration of this Agreement.

a) Group child care base rate

The CCOF Base Funding Payment is based on the following daily rates for the total number of Enrolled Spaces and Drop-In Spaces each day:

CCOF Rate Category	4 Hours or Less	Over 4 Hours
0-18 months	\$ 6.00	\$12.00
18-36 months	\$ 6.00	\$12.00
3 Years to Kindergarten	\$ 2.74	\$ 5.48
Kindergarten	\$ 2.74	\$ 5.48
Grade 1 to Age 12	\$ 1.40	\$ 2.80
Preschool	\$ 1.37	

b) CCOF Base Funding Payment is:

- i. subject to the Maximum Capacity amount, licence details, and service details for each Facility detailed in the applicable Schedule A;
- ii. calculated and provided only for
 - a. those days when the Facility is open and providing Child Care Services for the Enrolled Spaces and Drop-In Spaces reported on the monthly Enrolment Report, and
 - b. Emergency Closures; and
- iii. subject to our receipt and approval of the monthly Enrolment Reports submitted in accordance with the requirements of sections 7.1 and 7.3 of the Agreement.

SCHEDULE C - CCFRI Funding

1. The payments set out in this Schedule are applicable to you if you are enrolled in the CCFRI. Subject to your compliance with the Agreement, we must pay you monthly CCFRI Funding, which consists of a **CCFRI Provider Payment** (as described in section 2) and a **Parent Fee Reduction Payment** (as described in section 3), for each child Enrolled in one of the Care Categories at a Facility.

2. **CCFRI Provider Payment:**

To calculate the monthly CCFRI Provider Payment, for each Care Category we must multiply the current totals reported on the Enrolment Report ("**Enrolment Report Totals**") by the applicable CCFRI Provider Payment Daily Rate Category amount in Table 1 below. We may, at our sole discretion, adjust the CCFRI Provider Payment to account for periods of closure of a Facility. You must, at our request, provide us additional information regarding operable days or periods of closure of a Facility.

Table 1- CCFRI Provider Payment Daily Rate Categories		
Care Category	4 Hours or Less	Over 4 Hours
0-18 months	\$2.40	\$4.80
18-36 months	\$2.40	\$4.80
3 Years to Kindergarten	\$1.31	\$2.63
Kindergarten	\$1.04	\$2.09
Grade 1 to Age 12	\$0.65	\$1.30
Preschool	\$0.63	

3. **Parent Fee Reduction Payment:**

- a) For the purpose of this section, the daily Parent Fee is calculated as follows:
- if your Facility's full-time Parent Fee on your approved Program Confirmation Form is a daily fee, then this is your daily Parent Fee;
 - if your Facility's full-time Parent Fee on your approved Program Confirmation Form is a monthly fee and the applicable month has 20 or more weekdays, excluding British Columbia statutory holidays, this amount is divided by 20 to determine your daily Parent Fee; and
 - if your Facility's full-time Parent Fee on your approved Program Confirmation Form is a monthly fee and the applicable month has 19 or fewer weekdays, excluding British Columbia statutory holidays, this amount is divided by 19 to determine your daily Parent Fee.
- b) Subject to section 4 (e), for each month, the Parent Fee Reduction Payment is calculated for each category as follows:

$$\text{Enrolment Report Totals} \times \text{daily CCFRI rate} = \text{Parent Fee Reduction Payment}$$

- c) Subject to section 3(d), the applicable daily CCFRI rate is calculated as follows:
- i. subject to section 3(e), for daily child Enrolment over 4 hours:
$$\text{Daily Parent Fee} - 10 = \text{daily CCFRI rate}$$
 - ii. subject to section 3(e), for daily child Enrolment 4 hours or less:
$$0.5(\text{Daily Parent Fee} - 10) = \text{daily CCFRI rate}$$
 - iii. subject to section 3(e), for daily child Enrolment in Preschool:
$$\text{Daily Parent Fee} - 7 = \text{daily CCFRI rate}$$
- d) If we have advised you in writing that you are not required to comply with section 4(d) and that your Parent Fees may be reduced below the applicable monthly minimum Parent Fees set out in section 4, the daily CCFRI rate is calculated as follows:
- i. subject to section 3(e), for daily child Enrolment over 4 hours:
$$\text{Daily Parent Fee} = \text{daily CCFRI rate}$$
 - ii. subject to section 3(e), for daily child Enrolment 4 hours or less:
$$0.5(\text{Daily Parent Fee}) = \text{daily CCFRI rate}$$
 - iii. subject to section 3(e), for daily child Enrolment in Preschool:
$$\text{Daily Parent Fee} = \text{daily CCFRI rate}$$
- e) For the purpose of calculating the Parent Fee Reduction Payment:
- i. if the daily CCFRI rate as calculated in accordance with section 3(c) or (d) is less than the applicable Minimum Daily CCFRI Rate set out in Table 2 or 3 of this schedule, the daily CCFRI rate is deemed to be the applicable Minimum Daily CCFRI Rate; and
 - ii. if the daily CCFRI rate as calculated in accordance with section 3(c) or (d) exceeds the applicable Maximum Daily CCFRI Rate set out in Table 2 or 3 of this schedule, the daily CCFRI rate is deemed to be the applicable Maximum Daily CCFRI Rate.
- f) You must, at our request, provide us additional information regarding operable days or periods of closure of a Facility.

- g) We may, at our sole discretion, supplement your monthly Parent Fee Reduction Payment if your reported Parent Fees are less than your usual Parent Fees as a result of unpaid closures or unforeseen circumstances outside of your control.
- h) Table 2 sets out the Minimum and Maximum Daily CCFRI Rates for Enrolments for months with **20 or more weekdays**, excluding British Columbia statutory holidays:

Table 2				
Care Category	4 Hours or Less		Over 4 Hours	
	Minimum Daily CCFRI Rate	Maximum Daily CCFRI Rate	Minimum Daily CCFRI Rate	Maximum Daily CCFRI Rate
0-18 Months	\$8.75	\$22.50	\$17.50	\$45.00
18-36 Months	\$8.75	\$22.50	\$17.50	\$45.00
3 Years to Kindergarten	\$2.50	\$13.62	\$5.00	\$27.25
Kindergarten	\$2.50	\$8.00	\$5.00	\$16.00
Grade 1 to Age 12	\$0	\$2.87	\$0	\$5.75
Preschool	\$0	\$4.75		

- i) Table 3 sets out the Minimum and Maximum Daily CCFRI Rates for Enrolments for months with **19 or fewer weekdays**, excluding British Columbia statutory holidays:

Table 3				
Care Category	4 Hours or Less		Over 4 Hours	
	Minimum Daily CCFRI Rate	Maximum Daily CCFRI Rate	Minimum Daily CCFRI Rate	Maximum Daily CCFRI Rate
0-18 Months	\$9.21	\$23.68	\$18.42	\$47.36
18-36 Months	\$9.21	\$23.68	\$18.42	\$47.36
3 Years to Kindergarten	\$2.63	\$14.34	\$5.26	\$28.68

Kindergarten	\$2.63	\$8.42	\$5.26	\$16.84
Grade 1 to Age 12	\$0	\$3.02	\$0	\$6.05
Preschool	\$0	\$5.00		

4. Reducing Parent Fees

- a) Subject to section 4(d), for full or part-time Enrolments that are consistent week to week, you are required to reduce Parent Fees for each Enrolled child by the applicable monthly Parent Fee Reduction Amount indicated under section 4(b).
- b) Monthly Parent Fee Reduction Amounts and monthly minimum Parent Fees are as follows:
 - i. For **0-18 months and 18-36 months**:

Table 4					
Your Full-Time Monthly Parent Fee*	Days Per Week	4 Hours or Less		Over 4 Hours	
		Monthly Minimum Parent Fee	Monthly Parent Fee Reduction Amount	Monthly Minimum Parent Fee	Monthly Parent Fee Reduction Amount
More than \$1100 per month	5 days	\$140	\$450	\$200	\$900
	4 days	\$112	\$360	\$160	\$720
	3 days	\$84	\$270	\$120	\$540
	2 days	\$56	\$180	\$80	\$360
	1 day	\$28	\$90	\$40	\$180

\$550 to \$1100 per month	5 days	\$140	(Full time fee - \$200) x 0.5	\$200	(Full time fee - \$200)
	4 days	\$112	(Full time fee - \$200) x 0.4	\$160	(Full time fee - \$200) x 0.8
	3 days	\$84	(Full time fee - \$200) x 0.3	\$120	(Full time fee - \$200) x 0.6
	2 days	\$56	(Full time fee - \$200) x 0.2	\$80	(Full time fee - \$200) x 0.4
	1 day	\$28	(Full time fee - \$200) x 0.1	\$40	(Full time fee - \$200) x 0.2
Less than \$550 per month	5 days	\$0	\$175	\$0	\$350
	4 days	\$0	\$140	\$0	\$280
	3 days	\$0	\$105	\$0	\$210
	2 days	\$0	\$70	\$0	\$140
	1 day	\$0	\$35	\$0	\$70

ii. For 3 Years to Kindergarten:

Table 5					
Your Full-Time Monthly Parent Fee*	Days Per Week	4 Hours or Less		Over 4 Hours	
		Monthly Minimum Parent Fee	Monthly Parent Fee Reduction Amount	Monthly Minimum Parent Fee	Monthly Parent Fee Reduction Amount
More than \$745 per month	5 days	\$140	\$272.50	\$200	\$545

	4 days	\$112	\$218	\$160	\$436
	3 days	\$84	\$163.50	\$120	\$327
	2 days	\$56	\$109	\$80	\$218
	1 day	\$28	\$54.50	\$40	\$109
\$300 to \$745 per month	5 days	\$140	(Full time fee - \$200) x 0.5	\$200	(Full time fee - \$200)
	4 days	\$112	(Full time fee - \$200) x 0.4	\$160	(Full time fee - \$200) x 0.8
	3 days	\$84	(Full time fee - \$200) x 0.3	\$120	(Full time fee - \$200) x 0.6
	2 days	\$56	(Full time fee - \$200) x 0.2	\$80	(Full time fee - \$200) x 0.4
	1 day	\$28	(Full time fee - \$200) x 0.1	\$40	(Full time fee - \$200) x 0.2
Less than \$300 per month	5 days	\$0	\$50	\$0	\$100
	4 days	\$0	\$40	\$0	\$80
	3 days	\$0	\$30	\$0	\$60
	2 days	\$0	\$20	\$0	\$40
	1 day	\$0	\$10	\$0	\$20

iii. For **Kindergarten**:

Table 6					
Your Full-Time Monthly Parent Fee*	Days Per Week	4 Hours or Less		Over 4 Hours	
		Monthly Minimum Parent Fee	Monthly Parent Fee Reduction Amount	Monthly Minimum Parent Fee	Monthly Parent Fee Reduction Amount
More than \$520 per month	5 days	\$140	\$160	\$200	\$320
	4 days	\$112	\$128	\$160	\$256
	3 days	\$84	\$96	\$120	\$192
	2 days	\$56	\$64	\$80	\$128
	1 day	\$28	\$32	\$40	\$64
\$300 to \$520 per month	5 days	\$140	(Full time fee - \$200) x 0.5	\$200	(Full time fee - \$200)
	4 days	\$112	(Full time fee - \$200) x 0.4	\$160	(Full time fee - \$200) x 0.8
	3 days	\$84	(Full time fee - \$200) x 0.3	\$120	(Full time fee - \$200) x 0.6
	2 days	\$56	(Full time fee - \$200) x 0.2	\$80	(Full time fee - \$200) x 0.4
	1 day	\$28	(Full time fee - \$200) x 0.1	\$40	(Full time fee - \$200) x 0.2
Less than \$300 per month	5 days	\$0	\$50	\$0	\$100
	4 days	\$0	\$40	\$0	\$80
	3 days	\$0	\$30	\$0	\$60
	2 days	\$0	\$20	\$0	\$40
	1 day	\$0	\$10	\$0	\$20

iv For **Grade 1 to Age 12:**

Table 7					
Your Full-Time Monthly Parent Fee*	Days Per Week	4 Hours or Less		Over 4 Hours	
		Monthly Minimum Parent Fee	Monthly Parent Fee Reduction Amount	Monthly Minimum Parent Fee	Monthly Parent Fee Reduction Amount
More than \$315 per month	5 days	\$140	\$57.50	\$200	\$115
	4 days	\$112	\$46	\$160	\$92
	3 days	\$84	\$34.50	\$120	\$69
	2 days	\$56	\$23	\$80	\$46
	1 day	\$28	\$11.50	\$40	\$23
\$200 to \$315 per month	5 days	\$140	(Full time fee - \$200) x 0.5	\$200	(Full time fee - \$200)
	4 days	\$112	(Full time fee - \$200) x 0.4	\$160	(Full time fee - \$200) x 0.8
	3 days	\$84	(Full time fee - \$200) x 0.3	\$120	(Full time fee - \$200) x 0.6
	2 days	\$56	(Full time fee - \$200) x 0.2	\$80	(Full time fee - \$200) x 0.4
	1 day	\$28	(Full time fee - \$200) x 0.1	\$40	(Full time fee - \$200) x 0.2
\$200 per month or less	Any	\$0	\$0	\$0	\$0

v. For **Preschool:**

Table 8			
Your Full-Time Monthly Parent Fee*	Days Per Week	Minimum Monthly Parent Fee	Monthly Parent Fee Reduction Amount
More than \$235 per month	5 days	\$140	\$95
	4 days	\$112	\$76
	3 days	\$84	\$57
	2 days	\$56	\$38
	1 day	\$28	\$19
\$140 to \$235 per month	5 days	\$140	(Full time fee - \$140)
	4 days	\$112	(Full time fee - \$140) x 0.8
	3 days	\$84	(Full time fee - \$140) x 0.6
	2 days	\$56	(Full time fee - \$140) x 0.4
	1 day	\$28	(Full time fee - \$140) x 0.2
\$140 per month or less	Any	\$0	\$0

*If your Facility determines the full-time Parent Fee on a daily rather than monthly basis, multiply your daily Parent Fee by 20 to determine the Full-Time Monthly Parent Fee.

- c) Subject to section 4(d) of this schedule, for full or part-time Enrolments that are inconsistent week to week, you are required to reduce Parent Fees for each Enrolled child by the applicable Monthly Parent Fee Reduction Amount calculated as follows, using the daily CCFRI rate calculated under section 3:
 - i. for monthly Enrolments where all Enrolment days are 4 hours or less, or all Enrolment days are over 4 hours:

number of Enrolment days in the month X daily CCFRI rate = Monthly Parent Fee Reduction Amount

- ii. for monthly Enrolments that include Enrolment days that are 4 hours or less and Enrolment days that are over 4 hours:

*(number of Enrolment days of 4 hours or less in the month X daily CCFRI rate)
+ (number of Enrolment days over 4 hours in the month X daily CCFRI rate)
= Monthly Parent Fee Reduction Amount*

- d) Unless we have advised you otherwise in writing, Parent Fees must not be reduced below the Monthly Minimum Parent Fees indicated in section 4(b) of \$10 per day (up to \$200 per month) for care over 4 hours and \$7 per day (up to \$140 per month) for care of 4 hours or less.
- e) If the Parent Fee Reduction Payment calculated under section 3(b) is:
 - i. higher than your Parent Fee Reduction Amount under section 4, the surplus is part of your CCFRI Provider Payment; or
 - ii. less than your Parent Fee Reduction Amount under section 4, at your request we may, at our sole discretion, supplement your Parent Fee Reduction Payment to match your Parent Fee Reduction Amount.

SCHEDULE D - ECE Wage Enhancement Funding Payments

The ECE Wage Enhancement Funding payments set out in this Schedule are applicable to you if you are enrolled in the ECE Wage Enhancement. Subject to your compliance with the Agreement, we must pay you the following ECE Wage Enhancement Funding payments:

1. ECE Wage Top-Up Funding:

- a) We must pay you the ECE Wage Top-Up Funding based on Hours Worked by each ECE Employee (up to a maximum of 195 hours per month per ECE Employee) calculated based on the following funding rates:
 - i. If you are a Public Sector Employer who is not a member of the Community Social Services Employers' Association, the funding rate is \$4.00 per Hour Worked by each ECE Employee;
 - ii. If you are a Public Sector Employer who is a member of the Community Social Services Employers' Association, and you operate a Facility where:
 - a. ECE Employees at the Facility are unionized (meaning ECE employment at the Facility is governed by a collective agreement), the funding rate for each such Facility is \$4.00 per Hour Worked by each ECE Employee;
 - b. ECE Employees at the Facility are non-unionized (meaning ECE employment at the Facility is not governed by a collective agreement), the funding rate for each such Facility is \$6.00 per Hour Worked by each ECE Employee; or
 - iii. If you are not a Public Sector Employer, the funding rate is \$6.00 per Hour Worked by each ECE Employee.
- b) If you become eligible for a different funding rate as referenced in 1(a) during the term of the Agreement, we reserve the right, at our discretion, to determine when the new funding rate comes into effect.
- c) You must distribute the ECE Wage Top-Up Funding to each of those ECE Employees in accordance with section 5.2 of the Agreement.
- d) If you operate a Facility whose ECE Employees are or become unionized during the term of this Agreement, to be or remain eligible for the ECE Wage Enhancement at that Facility, the collective agreement governing the employment of ECE Employees at the Facility must explicitly agree to your enrolment in the ECE Wage Enhancement or you must otherwise have a written agreement with the union to the same effect. Such agreement must remain in place for the duration of the Agreement, or your eligibility to receive ECE Wage Enhancement Funding at the unionized Facility will cease.

2. Statutory Benefits Funding and the ECE Portion of Statutory Benefits Funding

- a) We must provide Statutory Benefits Funding and the ECE Portion of Statutory Benefits Funding to you in the total amount of 19.92% for all ECE Wage Top-Up Funding payments made under the Agreement. The portion of Statutory Benefits Funding set out in Column A of the table below is to compensate you for increased statutory benefit payment obligations arising from the ECE Wage Enhancement Funding payments. The ECE Portion of Statutory Benefits Funding set out in Column B of the following table, is to cover extra statutory benefits owing from you to the ECE Employees as a result of the ECE Wage Enhancement Funding payments.

<p>Column A Your Contributions (the "Statutory Benefits Funding")</p>	<p>Column B Benefits payable by You to ECE Employees (the "ECE Portion of Statutory Benefits Funding")</p>
<p>Note: This portion of the benefit funding covers your statutory benefit costs. It is not to be distributed to ECE Employees or other staff at your Facility, subject to section 2 (b).</p> <p>You must include the ECE Wage Top-Up Funding in taxable gross pay when calculating the following statutory benefits:</p>	<p>Note: This portion of the benefit funding is payable to the ECE Employees.</p> <p>You must pay the ECE Employees at a rate that includes the ECE Wage Top-Up Funding when calculating and paying the following benefits:</p>
<p>Canada Pension Plan (CPP), funded at 5.95% for the employer contribution portion.</p>	<p>Vacation Pay, funded at 5.00% (note: you are required to pay ECE Employees vacation pay in accordance with the <i>Employment Standards Act</i>).</p>
<p>Employment Insurance (EI), funded at 2.30% for the employer contribution, which is 1.4 times the employee contribution.</p>	<p>Statutory Holiday Pay, funded at 4.22%, representing the following 11 days: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day and Christmas Day.</p>
<p>Workers Compensation Board (WCB) funded at 1.55%. WCB is an option for certain employers. Employers who do not pay WCB may reimburse their workplace insurance costs.</p>	

- b) The categories and percentages set out in Column A and Column B of the Table of section 2 above reflect mandatory statutory benefits. However, even after complying with your obligations with respect to the Statutory Benefits Funding and the ECE Portion of Statutory Benefits Funding, you may end up with a surplus of funds for those funding categories. In this instance, you must apply any such surplus Statutory Benefits Funding and ECE Portion of Statutory Benefits Funding toward your ECE Employee salaries or to fund additional statutory benefit expenses for them, such as additional EI or vacation/statutory holiday pay, for example.
- c) There may be instances in which the mandatory statutory benefits percentage amounts, set out in Column A and Column B of the Table in section 2 above, are less than the statutory benefits percentage amounts that you currently pay to your ECE Employees. Notwithstanding this, the Statutory Benefits Funding and the ECE Portion of Statutory Benefits Funding that we provide under this Agreement must be limited to those percentages set out in the Table in section 2 above.

3. Employer Health Tax (EHT)

If your Facility is subject to the Employer Health Tax (EHT), then you are also entitled to receive EHT Reimbursement from us pursuant to sections 6.1, 6.2 and 6.3 of the Agreement to offset any increase in the EHT you are required to pay as a result of the ECE Wage Enhancement Funding.