

Modification to Child Care Operating Funding Agreement
Early Childhood Educator Wage Enhancement Funding
(CCOF Modification Agreement)

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of Children and Family Development
(the "Province", "us", "we" or "our" as applicable)

Child Care Benefit and Operating Funding Branch
(formerly the Child Care Programs and Services Branch)
PO Box 9965 Stn Prov Govt
Victoria BC V8W 9R4

OF THE FIRST PART

AND:

the "Contractor", "you", or "your" as applicable, as defined in the Child Care Operating Funding Agreement

OF THE SECOND PART

WHEREAS:

- A. The Province and Contractor entered into the 2018/2019 Child Care Operating Funding Agreement ("CCOF Agreement") and, if eligible, the Contractor is also enrolled in the Opt-in Parent Fee Reduction under the CCOF Agreement;
- B. The Province has approved the Contractor's application to receive funding under the Province's Early Childhood Educator (ECE) Wage Enhancement for the Contractor's eligible ECE Employees;
- C. The Province and Contractor now wish to amend their CCOF Agreement to add ECE Wage Enhancement Funding under the *Child Care BC Act* for eligible ECE's working at the Contractor's Facility pursuant to the ECE Wage Enhancement; and
- D. By entering into this CCOF Modification Agreement, the Province and Contractor are amending their CCOF Agreement to add ECE Wage Enhancement Funding on the terms and conditions set out in this CCOF Modification Agreement and its Schedule(s).

THEREFORE THIS CCOF MODIFICATION AGREEMENT WITNESSES that the parties agree as follows:

1. EFFECTIVE DATE OF AMENDMENTS

- 1.1 The amendments to the CCOF Agreement set out in this CCOF Modification Agreement will become effective on the Effective Date defined below.

2. DEFINITIONS

2.1 In this CCOF Modification Agreement and its Schedule(s):

- (i) **“Casual ECE Employee”** means a Front-line ECE Employee who provides Direct Care at your Facility in a substitute or casual capacity.
- (ii) **“Direct Care”** means directly responsible for and engaged in the care and supervision of Enrolled or Drop-In Space children at the Contractor’s Facility.
- (iii) **“Early Childhood Educator” or “ECE”** means any individual who holds a current Early Childhood Educator, Infant and Toddler Educator, or Special Needs Educator certificate issued by the BC Early Childhood Educator Registry under Division 2 of part 3 of the Child Care Licensing Regulation (CCLR) and such certificate has not been suspended, cancelled, or expired.
- (iv) **“ECE Employee”** means an ECE employed at the Contractor’s Facility on either a part-time or full-time basis who works in a Front-line capacity, providing Direct Care, but does not include ECEs whom the Contractor engages as independent contractors. An ECE Employee also includes:
 - i. the owner or co-owner of a Facility so long as such owner or co-owner is an ECE providing Direct Care in a Front-line capacity; and
 - ii. Casual ECE Employees providing Direct Care in a Front-line capacity.
- (v) **“ECE Statutory Benefits Funding Portion”** means that portion of Statutory Benefits Funding set out in column B of the table in section 1 of Schedule A-1 that must be paid to eligible ECE Employees as statutory benefits to which they are legally entitled as a result of the Wage Top-Up Funding and, if applicable, the Retroactive Funding.
- (vi) **“ECE Wage Enhancement”** means the Province’s provision of a wage enhancement to ECE Employees indirectly through the Contractor, which is based on the ECE Employee’s Hours Worked at the Contractor’s Facility.
- (vii) **“ECE Wage Enhancement Application Form”** means the Province required application form that the Contractor or its duly authorized representative completed and submitted to the Province to apply for the ECE Wage Enhancement.
- (viii) **“ECE Wage Enhancement Funding”** means collectively, the Wage Top-Up Funding, the Retroactive Funding (if applicable), the Statutory Benefits Funding, and the Employer Health Tax (EHT) Funding (if applicable).
- (ix) **“Effective Date”** means the date upon which this CCOF Modification Agreement becomes effective, which is the first day of the month in which the completed ECE Wage Enhancement Application Form was received.
- (x) **“Employer Health Tax Funding” or “EHT Funding”** means the funding that the Province provides to the Contractor as detailed in section 3.3(d) if the Contractor is required to pay the Employer Health Tax. The EHT Funding off-sets additional Employer Health Tax payment obligations that the Contractor may incur as a result of participating in the ECE Wage Enhancement under this CCOF Modification Agreement.

- (xi) **"Extended Hours"** means the additional hours of operation each Facility is open and providing child care before 6:00 a.m. or after 7:00 p.m. or overnight.
- (xii) **"Front-line"** means an ECE Employee who spends at least 50% of their working time at the Contractor's Facility in Direct Care of Enrolled or Drop-In Space children.
- (xiii) **"Hour Worked" or "Hours Worked"** means the hours that are eligible for ECE Wage Enhancement Funding under this CCOF Modification Agreement, and more particularly, are the hours spent by an ECE Employee performing the following types of activities at the Contractor's Facility for which they are paid wages by the Contractor:
 - (a) Hours worked by the ECE Employee providing Direct Care to Enrolled or Drop-In Space children; and
 - (b) Hours worked by the ECE Employee performing childcare related activities at the Contractor's Facility, up to a maximum of 195 hours per ECE Employee per month.

For the purposes of this definition, "Hours Worked" does not include:

- (a) Hours for sick time, parental leave, long-term disability, vacation, or, other unpaid leave taken by an ECE Employee; or
 - (b) Hours that an ECE Employee spends solely in the care of children of whom the ECE Employee is a Parent.
- (xiv) **"Monthly ECE Report" or "Monthly ECE Reports"** means the monthly reports that the Contractor is required to complete and submit to the Province in accordance with section 4.1 (a).
 - (xv) **"Retroactive Funding"** means (i) a wage enhancement of \$1.00 per Hour Worked, regardless of whether it is a regular work hour or overtime hour and (ii) corresponding Statutory Benefits Funding, for each ECE Employee working at the Contractor's Facility during the Retroactive Period and who continues to work as an ECE Employee at the Contractor's Facility as of January 15, 2019 as set out in section 3.3 (b) of this CCOF Modification Agreement up to a maximum of 195 Hours Worked per month.
 - (xvi) **"Retroactive Period"** means any time between September 1, 2018 and December 31, 2018.
 - (xvii) **"Retroactive Period Report"** means, for eligible Contractors, the report that the Contractor is required to complete and submit to the Province detailing, among other things, the number of Hours Worked by ECE Employees at the Contractor's Facility during the Retroactive Period in accordance with Section 4.1(b).
 - (xviii) **"Statutory Benefits Funding"** means, in addition to the ECE Portion of Statutory Benefits Funding, the funding that we provide to you to offset your cost of increased statutory benefits obligations for your ECE Employees as a result of the Retroactive Funding, if eligible, and the Wage Top-Up Funding, as set out in section 3.3 (c) and in Schedule A of this CCOF Modification Agreement, and subject to section 2 of Schedule A.
 - (xix) **"Wage Top-Up Funding"** means a wage enhancement of \$1.00 per Hour Worked, by each ECE Employee at your Facility, regardless of whether it is a regular work hour or overtime hour, as set out in sections 3.3 (a) of this CCOF Modification Agreement up to a maximum of 195 Hours Worked per month.

3. ECE WAGE ENHANCEMENT FUNDING

3.1 You acknowledge and agree as follows:

- a) You submitted and we approved your completed ECE Wage Enhancement Application Form;
- b) Upon you completing and submitting the ECE Wage Enhancement Application Form, you were also provided with an electronic copy of the terms and conditions of this CCOF Modification Agreement; and
- c) Upon submitting the ECE Wage Enhancement Application Form and upon us enrolling you in the ECE Wage Enhancement, you are deemed to accept and agree to the terms and conditions of this CCOF Modification Agreement.

3.2 Provided you are in compliance and remain in compliance with your obligations under the CCOF Agreement and this CCOF Modification Agreement, the Province will pay you the ECE Wage Enhancement Funding described in section 3.3 below based on the Monthly ECE Reports and, if applicable, the Retroactive Period Report that you provide to us. Upon your receipt of the:

- a) Wage Top-Up Funding Payments;
- b) Retroactive Funding, if applicable; or
- c) ECE Portion of Statutory Benefits Funding

you will in turn distribute the full amount of each such funding payment to each corresponding ECE Employee as soon as possible, but no later than 30 days after receipt, subject to the exceptions set out in section 3.5 below.

3.3 Subject to you meeting the conditions set out in section 3.2 above, we will pay you the ECE Wage Enhancement Funding under this ECE Wage Enhancement each month as follows:

- (a) The Wage Top-Up Funding payments which you are required to distribute over and above the regular hourly wage of the ECE Employees at your Facility;
- (b) If you have submitted your completed ECE Wage Enhancement Application Form to us prior to the expiry of the Retroactive Period, then we will pay you a one-time lump sum Retroactive Funding payment. The amount of Retroactive Payment for each eligible ECE Employee may vary, depending on:
 - (i) Whether such ECE Employee worked at your Facility during the entire Retroactive Period or only a portion of the Retroactive Period; or
 - (ii) When you enrolled in the Opt-in Parent Fee Reduction, if eligible. For example, if you did not enroll in the Opt-in Parent Fee Reduction until November 1, 2018, then the Retroactive Funding will be calculated based on the Hours Worked by eligible ECE Employees from November 1, 2018 to December 31, 2018, regardless of whether such ECE Employees may have worked during the months of September and October, 2018.
- (c) Statutory Benefits Funding, which is also comprised of the ECE Portion of Statutory Benefits Funding, as detailed in Schedule A, to cover your cost of increased statutory benefit obligations for your ECE Employees as a result of the Wage Top-Up Payments and, if applicable, the Retroactive Funding.
- (d) If your Facility will be subject to the Employer Health Tax (EHT) effective January, 2019, you will also be entitled to receive EHT Funding from us to offset any increase in the EHT you are required to pay as a result of the ECE Wage Enhancement Funding. If you will be seeking EHT Funding, then you are required to provide us with a copy of your

final Notice of Assessment for the tax year 2019 and such other documentation as we may require (collectively, the "Notice of Assessment Documentation") by no later than August 31, 2020. Upon our receipt of the Notice of Assessment Documentation and subject to such Notice of Assessment Documentation being satisfactory to us and subject to section 3.4 below, we will pay you the EHT Funding during the year 2020. Notwithstanding that we may pay the EHT Funding after the expiration of this CCOF Modification Agreement, sections 5.1, 5.2, and 6.1 of this CCOF Modification Agreement and the overpayment provisions in section 10 of the CCOF Agreement will continue to apply with respect to the EHT Funding paid after expiration of this CCOF Modification Agreement.

- 3.4 For childcare facilities subject to EHT, there may be extraordinary circumstances under which it is reasonable and necessary for the Province to pay the EHT Funding prior to the year 2020 as contemplated above in section 3.3(d). If you are subject to EHT resulting from payment of the ECE Wage Enhancement Funding and if the requirement to wait until the year 2020 to receive the EHT Funding would cause you undue harm, then the Province may, in its discretion, enter into an arrangement with you on terms satisfactory to the Province for the payment of EHT Funding prior 2020. Any EHT Funding paid under such an arrangement will be subject to:
- a) You submitting the Notice of Assessment Documentation in the manner required in section 3.3 (d); and
 - b) Your agreement that the amount of such EHT Funding will be subject to re-adjustment in 2020 upon confirmation of the actual amount of ECE Wage Enhancement related EHT owed and remitted for the year 2019.

We will consider any request for earlier EHT Funding on a case by case basis, taking into consideration the unique circumstances of your Facility and the estimated amount of EHT Funding. The Province may, in its discretion, approve or reject such a request or arrange for partial early payment of EHT Funding.

- 3.5 Although section 3.2 above provides that you shall distribute the funding set out in section 3.2 (a), (b), and (c) no later than 30 days after having received it, the following are circumstances under which you may deviate from that 30 day requirement:
- (a) If you request, we may at our discretion permit distribution of some or all of the funding payments listed in sections 3.2 (a) and (b) above later than 30 days after receipt, but in no case later than March 31, 2019. No permission from us for delayed distribution of funds will be valid unless it is in writing; and
 - (b) If an ECE Employee at your Facility does not take his or her earned vacation until after this CCOF Modification Agreement expires, then the applicable amount of the ECE Portion of Statutory Funding that is owed to that ECE Employee for vacation pay will be paid in accordance with the time periods as set out in the *Employment Standards Act* ("ESA").
- 3.6 You acknowledge and agree that eligibility for the Contractor to be enrolled in the ECE Wage Enhancement and receive the Wage Enhancement Funding is conditional upon the Contractor meeting and continuing to meet the following conditions:
- (a) If you are currently enrolled in the Opt-in Parent Fee Reduction, you must continue to remain enrolled in the Opt-in Parent Fee Reduction and comply with the obligations that correspond with the Opt-in Parent Fee Reduction; and

- (b) You will not use the ECE Wage Enhancement Funding to replace eligible ECE Employee wages that you would normally pay to them, nor will you use the ECE Wage Enhancement Funding to replace scheduled wage/salary increases. You must distribute the funding over and above the regular hourly wage of the eligible ECE Employee.
- 3.7 Regardless of whether one of your ECE Employee provides Direct Care in a Front-line capacity at facilities other than your Facility, the maximum number of combined hours for which we will pay the ECE Wage Enhancement each month for that ECE Employee is 195.
- 3.8 Regardless of whether you submitted your completed ECE Wage Enhancement Application Form after the 1st day of a month, we will still pay you the Wage Top-Up Funding and corresponding Statutory Benefits Funding for Hours Worked by ECE Employees during that entire month so long as you are otherwise in compliance with this CCOF Modification Agreement and the CCOF Agreement. For example, if you enter into this CCOF Modification Agreement on February 8, 2019, we will calculate the ECE Wage Enhancement Funding and corresponding Statutory Benefits as if you had entered into the CCOF Modification Agreement on February 1, 2019.
- 3.9 For ECE Employees at your Facility who are paid on a salaried (non-hourly) basis, we will pay the Wage Top Up Payment, the ECE Portion of Statutory Benefits, and, if applicable, the Retroactive Payment, based on a breakdown of Hours Worked by that ECE Employee.
- 3.10 ECE Employees at your Facility who leave their employment or are terminated are entitled to receive the funding payments applicable to them under section 3.3 for all Hours Worked up to the date such employment ends, if eligible under the *Employment Standards Act* or its successor legislation. You must therefore retain the contact information for all such ECE Employees who are no longer employed at your Facility and make arrangements to provide them with any outstanding payments owing to them under this CCOF Modification Agreement. Notwithstanding this provision, no Retroactive Funding will be paid to ECE Employees who either leave their employment or are terminated before January 15, 2019.
- 3.11 You acknowledge and agree as follows:
- (a) All ECE Wage Enhancement Funding payments made under the ECE Wage Enhancement is at our discretion. Upon the expiry or earlier termination of the current CCOF Agreement, the Province may, in its sole discretion, modify or end the ECE Wage Enhancement Funding entirely. We will be under no obligation to continue to provide ECE Wage Enhancement Funding to you or your ECE Employees in the amount provided for under this CCOF Modification Agreement in the event of a modification or discontinuance of the ECE Wage Enhancement;
- (b) It will be your responsibility to notify your ECE Employees that the Wage Top-Up Funding, the ECE Portion of the Statutory Benefits Funding and, if applicable, the Retroactive Funding are provided by us and that all such funding is discretionary and subject to modification or discontinuation. We encourage you to notify your ECE Employees of this in writing. We further encourage you to indicate to your ECE Employees that the funding under this CCOF Modification Agreement is being provided as a separate amount from their regular wage or salary, by either inputting it as a separate line on pay stubs, or issuing as a separate payment labeled "Provincial Child Care ECE Wage Enhancement"; and
- (c) We will not be responsible for any reimbursement of costs or payment of loss or damages to you in the event you incur additional wage obligations at law as a result of

your failure to provide the notice as contemplated in this section to your eligible ECE Employees.

4. REPORTING REQUIREMENTS

4.1 Ongoing Reporting:

As a condition of receiving the ECE Wage Enhancement Funds, you must complete and submit to us the following:

- (a) Monthly ECE Reports for each month of this CCOF Modification Agreement. The Monthly ECE Reports are due to us on or before the 15th day of the month immediately following the last day of the applicable reporting month. For example, for the ECE Wage Top-Up Funding for February, 2019, you must submit to us a Monthly ECE Report no earlier than March 1 and no later than March 15th, 2019. Failure to submit a Monthly ECE Report when due will constitute an Event of Default under the CCOF Agreement and this CCOF Modification Agreement and will result in us making no further payments until such time as such Monthly ECE Report is submitted to our satisfaction; and
- (b) If eligible for Retroactive Funding pursuant to section 3.3 (b), a Retroactive Period Report by February 15th 2019, which details, among other things, the number of Hours Worked by eligible ECE Employees during the Retroactive Period. Failure to submit a completed Retroactive Period Report when due could result in either delayed receipt of the Retroactive Funding or us withholding the Retroactive Funding entirely, to be determined at our discretion.

4.2 Reporting Forms:

The Monthly ECE Reports and the Retroactive Period Report will be in such form and template as we may provide and will include a requirement for you to provide the following details:

- (a) Facility name;
- (b) Organization ID #;
- (c) Facility ID #;
- (d) Front-line ECE Employee Name;
- (e) Front-line ECE Employee ECE Certificate Registration #;
- (f) Front-line ECE Employee Certificate Expiry Date;
- (g) Front-line ECE Employee's Current hourly wage, OR if salaried, estimated hourly wage;
- (h) Total number of Hours Worked (including overtime) by Front-line ECE Employees;
- (i) For ECE Employees eligible for Retroactive Payment Funding, the total number of Hours Worked (including overtime) by such ECE Employees during the Retroactive Period; and
- (j) Such other information as the Province may require for the administration, ongoing planning, evaluation, and auditing of the ECE Wage Enhancement Funding.

4.3 Earned Vacation of ECE Employees:

An ECE Employee's earned vacation time is eligible for ECE Wage Enhancement Funding

payments as Statutory Benefits Payments as follows:

- (a) If the ECE Employees at your Facility take their earned vacation as time off with full pay (i.e. the ECE Employee is not at work for those hours), do not report those as hours on the corresponding Monthly ECE Reports. ECE Wage Enhancement Funding for earned vacation as time off with full pay is included in the Statutory Benefits Funding to the applicable ECE Employees for those hours when they were on paid vacation; or
- (b) If you pay the ECE Employees at your Facility a percentage of their gross wages instead of paid vacation leave, then we will pay the Statutory Benefits Funding for these amounts.

4.4 BCeID

You must have an active Business BCeID and use it for each Facility set out in the Schedule A-1 and must submit the Monthly ECE Reports and, if applicable, the Retroactive Period Report in order to receive payments as provided for in section 3.3 of this CCOF Modification Agreement. Monthly ECE Reports and, if applicable, the Retroactive Period Report must be received within the timelines set out in section 4.1, unless reasonable grounds deemed acceptable to the Province are provided. Failure to submit the Monthly ECE Reports and, if applicable, the Retroactive Period Report in a manner satisfactory to the Province will either delay payments or result in no payment of the ECE Wage Enhancement Funds.

4.5 Monitoring and Verification

In addition to complying with the reporting requirements set out above in this section 4 (Reporting Requirements), you will ensure that monthly Hours Worked by ECE Employees are documented on personnel attendance records and retained for verification and audit purposes in accordance with the record retention provisions in section 12.3 of the CCOF Agreement.

5. FAILURE TO ADHERE AND EVENT OF DEFAULT

- 5.1 In the event that you fail to adhere to your obligations under the CCOF Agreement or this CCOF Modification Agreement, then any ECE Wage Enhancement Funding that you received after such non-adherence event(s) will be considered an overpayment pursuant to the overpayment provisions in section 10 of the CCOF Agreement and you will be liable to repay us in accordance with such overpayment provisions.
- 5.2 If you supply us with information that is false or misleading in order to obtain funding under the ECE Wage Enhancement, this will constitute an Event of Default under the Event of Default provisions in section 9.1 of the CCOF Agreement and, without limiting our remedies under CCOF, you will also be subject to penalties upon conviction under the *Child Care BC Act*.
- 5.3 In addition to and without limiting the provisions of sections 5.1 and 5.2 above, we each acknowledge and agree that the provisions in the CCOF Agreement will apply with respect to all ECE Wage Enhancement Funding provided under this CCOF Modification Agreement. Furthermore, an Event of Default under this CCOF Modification Agreement will be considered an Event of Default under the CCOF Agreement and *vice versa*.
- 5.4 Upon entering into this CCOF Modification Agreement, you are required to remain enrolled in the ECE Wage Enhancement and carry out your obligations under the CCOF Agreement and the

amendments in this CCOF Modification Agreement until the expiration or earlier termination initiated by us. If we terminate your ECE Wage Enhancement Funding during the term of the CCOF Agreement due to an Event of Default on your part, you will not be permitted to re-apply for enrollment in the ECE Wage Enhancement during the remainder of the term.

6. REPRESENTATIONS AND WARRANTIES

6.1 In addition to the representations and warranties set out in sections 6.1 of the CCOF Agreement, you also represent and warrant that the information provided in the ECE Wage Enhancement Application Form that you completed to enroll in the Province's ECE Wage Enhancement is true and correct in all respects. You also covenant and warrant that all other information that you provide to us to obtain the ECE Wage Enhancement Funding, including without limitation the reports described in sections 4.1 to 4.3 above, will be true and correct in all respects. If the following occurs:

- a) You discover an error in the accuracy of the information in the ECE Wage Enhancement Application Form, the reports referenced in sections 4.1 to 4.3 above, or any other information you are required to provide to us; or
- b) There has been a material change in circumstances which would affect your eligibility to receive the ECE Wage Enhancement Funding or any amount of the ECE Wage Enhancement Funding,

then you shall notify us of the inaccuracy or material change immediately. We reserve the right to either re-evaluate your eligibility to be enrolled in the ECE Wage Enhancement or modify the amount of ECE Wage Enhancement Funding payable to you, depending on the nature of the inaccuracy or material change.

7. INFORMATION MANAGEMENT AND PRIVACY PROTECTION

7.1 You must create and maintain the Monthly ECE Reports and, if applicable, the Retroactive Period Report to support the information claimed as a basis for the ECE Wage Enhancement Funding and you must submit those reports as described in section 4.1.

7.2 Without limiting the generality of the information management and privacy obligations in section 12 of the CCOF Agreement, you will ensure that all eligible ECE Employees for whom you will be submitting either Monthly ECE Reports or a Retroactive Period Report sign a written acknowledgement in the form attached as Schedule B-1 or B-2, as applicable, which confirms their knowledge, consent, and authorization to you collecting and disclosing to us the eligible ECE Employee's following Personal Information and other information which we will use for the administration, ongoing planning, evaluation, and auditing of the ECE Wage Enhancement:

- (a) Full name of ECE Employee;
- (b) ECE Employee address and other contact information (phone number, e-mail);
- (c) ECE Employee salary/wage details, including annual salary and hourly wage;
- (d) ECE certification and other related professional or training certification details;
- (e) Details of position held by ECE Employees within your Facility;
- (f) Details of Hours Worked by ECE Employees at your Facility; and

- (g) Such other information as we may reasonably require for the administration, ongoing planning, evaluation and auditing of the ECE Wage Enhancement, including without limitation, the information set out in Schedule B-1 and Schedule B-2.

You will keep each such ECE Employee signed written acknowledgement on file in accordance with your record retention obligations in section 12.3 of the CCOF Agreement and provide a copy to us upon our request.

8. GENERAL

- 8.1 Time remains of the essence in this CCOF Modification Agreement.
- 8.2 The CCOF Agreement, as amended by this CCOF Modification Agreement, is in all respects ratified and confirmed. All capitalized terms that are not defined in this CCOF Modification Agreement will have the meanings ascribed to them in the CCOF Agreement.

**SCHEDULE A-1 to the CCOF Modification Agreement –
ECE Wage Enhancement Funding Payments**

Statutory Benefits Funding pursuant to section 3.3 (c) of the CCOF Modification Agreement

- The Province will provide Statutory Benefits Funding to the Contractor in the total amount of 17.8% for all Wage Top-Up Funding payments and, if eligible, Retroactive Funding payments made under this CCOF Modification Agreement. The portion of Statutory Benefits Funding set out in Column A of the table below (Employer Contributions) is to compensate the Contractor for increased statutory benefit payment obligations arising from the ECE Wage Enhancement Funding payments. The remaining portion, set out in Column B (Benefits payable to Employer to eligible ECE Employees) of the following table, is the ECE Statutory Benefits Funding Portion, which is to cover extra statutory benefits owing to eligible ECE Employees as a result of the ECE Wage Enhancement Funding payments.

Column A Contractor Contributions	Column B Benefits payable by Contractor to to ECE Employees (the “ECE Statutory Benefits Funding Portion”)
<p>Note: This portion of the benefit funding covers the Contractor’s costs. It is not to be distributed as payment to Front-line ECE staff. The Contractor will include the ECE Wage Enhancement in taxable gross pay when calculating the following statutory benefits:</p>	<p>Note: This portion of the benefit funding is payable to eligible ECE Employees. The Contractor will pay ECE Employees at a rate that includes the wage enhancement when calculating and paying the following benefits:</p>
<ul style="list-style-type: none"> • CPP (Canada Pension Plan), funded at 5.10% for the employer contribution portion 	<ul style="list-style-type: none"> • Vacation Pay, funded at 5% of gross pay
<ul style="list-style-type: none"> • EI (Employment Insurance), funded at 2.27% for the employer contribution, which is 1.4 times the employee contribution 	<ul style="list-style-type: none"> • Statutory Holiday Pay, funded at 4%, representing the following 10 days: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day
<ul style="list-style-type: none"> • Workers Compensation Board (WCB) funded at 1.41%. WCB is option for certain employers. Employers who do not pay WCB may reimburse their workplace insurance costs. 	

- The categories set out in the Table of section 1 above are mandatory statutory benefits; however the Contractor may end up having a benefit surplus. In this instance, the Contractor will use any such surplus Statutory Benefits Funding for eligible ECE Employee salaries or to fund additional statutory benefit expenses for them, such as additional EI, vacation/statutory holiday pay, for example.
- There may be instances in which the mandatory statutory benefits amounts set out in the Table in section 1 above are less than certain statutory benefits that you pay to your ECE Employees. Notwithstanding this, the Statutory Benefits Funding provided under this CCOF Modification Agreement will be limited to those percentages set out in Table in section 1 above. Furthermore, in relation to the Wage Top-Up Funding and the Retroactive Funding, the Province is only requiring you to pay your ECE Employees the corresponding Statutory Benefits Funding percentages as set out in the Table in section 1 above.

SCHEDULE B-1 – ECE Employee Form of Acknowledgement
Section 7.2 of CCOF Modification Agreement
For ECE Employees who are not Owners/Co-owners of the Contractor’s Facility

ECE Employee Acknowledgment

I, [*Note to Contractor: insert name of eligible ECE*], am an ECE currently employed at [*Note to Contractor: insert name of employer*] (the “Employer”). I acknowledge that as a condition of the Employer enrolling in the ECE Wage Enhancement, my Employer is required to collect and disclose to the Province of British Columbia (the “Province”) certain personal information about me so that the Province can use such personal information for the administration, ongoing planning evaluation, and auditing of the ECE Wage Enhancement.

I understand that the Province requires my authorization to collect personal information about me indirectly, via my Employer, and that with my authorization, the Province has the authority to collect that personal information under ss. 26(a) and 27(1)(a)(i) of the *Freedom of Information and Protection of Privacy Act*.

Consequently, by signing below I hereby confirm that I authorize and consent to my Employer’s collection and disclosure of my personal information, listed below, to the Province for the Province’s administration, ongoing planning, evaluation, and auditing of the ECE Wage Enhancement.

1. For administration of the ECE Wage Enhancement / required on ECE Monthly Reports and, if applicable, Retroactive Period Report:

- Facility Name
- CCOF Organization ID #
- CCOF Facility ID #
- ECE Name
- ECE Registration #
- ECE Certificate Expiry Date
- Current hourly wage, OR if salaried, estimated hourly wage
- Total number of Hours Worked (including overtime) by ECE Employee

2. For Verification & Audit purposes:

- Verification of valid ECE certification for all ECEs receiving the ECE Wage Enhancement Funding;
- Copy of signed and submitted ECE Wage Enhancement Application Form;
- Copies of monthly reporting documents/forms indicating ECE names and corresponding ECE Wage Enhancement hours claimed;
- ECE Employee schedule and/or staff attendance records;
- Records for funding received and payments made to ECE Employees;
- Records documenting receipt of funding by eligible Front-line ECE Employees for whom funding was claimed; and
- ECE Employee payroll records including T4s and T4As.

By signing below I hereby confirm that I authorize and consent to the following:

- Some of all of the information listed in bullets 1 and 2 above being used by the Province for ongoing planning and evaluation activities in relation to the ECE Wage Enhancement; and
- That in the course of performing the above referenced activities, the Province may need to contact other child care facilities where I may also perform child care services if such facilities participate in the ECE Wage Enhancement. An example of where such a situation may arise is if more than one employer facility submits reports to the Province showing my hours worked for a certain month and the total number of hours submitted by those employer facilities exceed the Province's 195 hour per month limit. In this type of situation, the Province may need to contact one or more of my employer facilities to notify them that my monthly limit has been met.

I understand that:

- I am encouraged by the Province to retain copies of my paystubs in the event there is a real or suspected discrepancy regarding the portion of ECE Wage Enhancement funding paid to me under the ECE Wage Enhancement; and
- If I have questions pertaining to this authorization and consent, I can contact my Employer for further information.

Signature

Printed Name

Date

Witness

SCHEDULE B-2 – ECE Employee Form of Acknowledgement
Section 7.2 of CCOF Modification Agreement
For ECE Employees who are Owners/Co-owners of the Contracting Facility

ECE Employee Acknowledgment

I, [*Note to Contractor: insert name of eligible ECE*], am an ECE who is currently an owner or co-owner of [*Note to Contractor: insert name of facility*] (the “Contractor Facility”) and that I am considered an ECE Employee under ECE Wage Enhancement in which the Contractor Facility is enrolled. I acknowledge that as a condition of the Contractor Facility enrolling in the ECE Wage Enhancement, the Contractor Facility is required to collect and disclose to the Province of British Columbia (the “Province”) certain personal information about me so that the Province can use such personal information for the administration, ongoing planning evaluation, and auditing of the ECE Wage Enhancement.

I understand that the Province requires my authorization to collect personal information about me indirectly, via my Employer, and that with my authorization, the Province has the authority to collect that personal information under ss. 26(a) and 27(1)(a)(i) of the *Freedom of Information and Protection of Privacy Act*.

Consequently, by signing below I hereby confirm that I authorize and consent to the Contractor Facility’s collection and disclosure of my personal information, listed below, to the Province for the Province’s administration, ongoing planning, evaluation, and auditing of the ECE Wage Enhancement.

1. For administration of the ECE Wage Enhancement / required on ECE Monthly Reports and, if applicable, Retroactive Period Report:

- Facility Name
- CCOF Organization ID #
- CCOF Facility ID #
- ECE Name
- ECE Registration #
- ECE Certificate Expiry Date
- Current hourly wage, OR if salaried, estimated hourly wage
- Total number of Hours Worked (including overtime) by ECE Employee

2. For verification & Audit purposes:

- Verification of valid ECE certification for all ECEs receiving the ECE Wage Enhancement Funding;
- Copy of signed and submitted ECE Wage Enhancement Application Form;
- Copies of monthly reporting documents/forms indicating ECE names and corresponding ECE Wage Enhancement hours claimed;
- ECE Employee schedule and/or staff attendance records;
- Records for funding received and payments made to ECE Employees;
- Records documenting receipt of funding by eligible Front-line ECE Employees for whom funding was claimed; and
- ECE Employee payroll records including T4s and T4As.

By signing below I hereby confirm that I authorize and consent to the following:

- I understand that some of all of the information listed in bullets 1 and 2 above may also be used by the Province for ongoing planning and evaluation activities in relation to the ECE Wage Enhancement; and
- I further acknowledge that in the course of performing the above referenced activities, the Province may need to contact other child care facilities where I may also provide child care services if such facilities participate in the ECE Wage Enhancement. An example of where such a situation may arise is if more than one employer facility submits reports to the Province showing my hours worked for a certain month and the total number of hours submitted by those employer facilities exceed the Province's 195 hour per month limit. In this type of situation, the Province may need to contact one or more of my employer facilities to notify them that my monthly limit has been met.

I understand that as the owner or co-owner of the Contractor Facility, if I have questions pertaining to this authorization and consent, I can contact the Province further information.

Signature

Printed Name

Date

Witness