

THE CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 5

Being a by-law to authorize execution by the Reeve and
Administrator of an agreement between Prince Township
Parent/Child Resources Centre and the Child Care Algoma

THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE HEREBY ENACTS
AS FOLLOWS:

1. THAT the Reeve and Administrator be and they are hereby authorized to execute and affix the Corporate Seal to an Agreement between the municipality and Child Care Algoma, being a Service Contract Amendment with respect to the Parent/Child Resource Centre, which Agreement is attached hereto as Schedule "A".

READ THREE TIMES AND PASSED in open Council this 28th day of February, 2006


Reeve


Administrator



PURCHASE OF SERVICE AGREEMENT

BETWEEN:

Sault Ste. Marie Day Care Services Co-Operative, Incorporated
referred to as

Child Care Algoma
(Ontario Early Years Centre)

and

Prince Township Parent/Child Resource Centre
(Service Provider)

As the Ontario Early Years Centre has the authority to enter into this contract for the provision of core early years services;

And as the Service Provider has agreed to provide core early years services described in the attached Service Description Schedule.

THEREFORE THE PARTIES agree as follows:

Service

The Service Provider agrees to provide services in accordance with the attached Service Description Schedule and in accordance with the Ontario Early Years Centres Business Practice Guidelines.

Term

This agreement will be in force from April 1, 2006 to March 31, 2007. In the event of termination, the Service Provider will refund forthwith to Ontario Early Years Centre any monies advanced by Ontario Early Years Centre and not expended in accordance with the approved budget.

Consideration

It is understood that Ontario Early Years Centre may withhold payments if the Service Provider is in breach of it's obligation under this agreement.

Ontario Early Years Centre Access and Consultation

- a) The Service Provider will permit Ontario Early Years Staff to enter at reasonable times any premises used by the Service Provider in connection with the provision of services pursuant to this contract and

under its control in order to observe and evaluate the services and inspect all records relating to the services provided pursuant to this agreement.

- b) The Service Provider agrees that the staff providing services pursuant to this agreement will, upon reasonable request, be available for consultation with Ontario Early Years staff.

Service Records and Reports

- a) The Service Provider will maintain service records respecting each site where service is being provided and prepare and submit at such intervals as agreed upon, a report respecting the services being provided pursuant to this contract, acceptable to Ontario Early Years Centre Staff which shall include service data such as statistics on target achievements and such other information as Ontario Early Years requires.
- b) The Service Provider will also prepare and submit to Ontario Early Years Centre, annually or at any time upon reasonable request, a comprehensive report acceptable to Ontario Early Years Centre staff respecting the services being involved.

Financial Records and Reports

- a) The Service Provider will maintain financial records and books of account respecting services provided pursuant to this agreement for each site where service is being provided and will allow Ontario Early Years Centre staff or such other persons appointed by Ontario Early Years Centre to inspect and audit such books and records at all reasonable times both during the term of this contract and subsequent to its expiration or termination. The Service Provider will retain the records and books referred to in the paragraph for a period of seven (7) years.
- b) The Service Provider will submit to Ontario Early Years Centre an audited financial statement and reconciliation report with respect to the services provided pursuant to this agreement within four (4) months of the Service Provider's financial year end.
- c) The Service Provider will prepare and submit annual or at any time upon reasonable request a financial report in such form and containing such information as Ontario Early Years Centre may require

Conflict of Interest

The Service Provider, and of its sub-contractors and any of their respective advisors, partners, directors, officers, employees, agents and volunteers shall not engage in any activity or provide any services to Ontario Early Years Centre where such an activity or the provision of such services, creates a conflict of interest with the provision of services pursuant to the contract.

Indemnification

The Service Provider will, both during and following the term of this contract, indemnify and save harmless Ontario Early Years Centre from all costs, losses, damages, judgements, claims, demands, suits, actions complaints or other proceedings in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Services Provider, its directors, officers, employees, agents or volunteers in connection with services provided, purported to be provided or required to be provided by the Service Provider pursuant to this agreement.

Insurance

The Service Provider will obtain and maintain in full force and effect during the term of this agreement, general liability insurance acceptable to Ontario Early Years Centre in an amount of not less than one million dollars (\$1,000,000) per occurrence in respect of the services provided pursuant to this contract.

The insurance policy shall,

- a) Include as an additional insurance "Child Care Algoma" in respect of and during the provision of services by the Service Provider pursuant to this contact.
- b) Contain a cross-liability clause endorsement, and
- c) Contain a clause including liability arising out of the agreement

The Service Provider will submit to Ontario Early Years Centre, upon request, proof of insurance.

Termination

Either party may terminate this contract in whole or in part with respect to the provision of any particular services upon sixty (60) days notice to the other party. If the contract is terminated in part, all obligations with respect to the provision of all other services continue in full force and effect.

Freedom of Information

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

Human Rights Code

It is a condition of this agreement and every agreement entered into pursuant to performance of this contract, that no right under section 5 of the *Human Rights Code* will be infringed. Breach of this contract is sufficient grounds for cancellation of this contract.

Disposition

The Service Provider will not sell, change the use or otherwise dispose of any item, furnishing or equipment purchased with Ontario Early Years Centre funds pursuant to this agreement without the prior written consent of Ontario Early Years Centre, which may be given subject to such conditions as Ontario Early Years Centre deems advisable.

Laws

The Service Provider agrees that the Service Provide and its employees and representatives, if any shall at all times comply with any and all applicable federal, provincial and municipal laws, ordinances, statues, rules, regulations and orders in respect of the performance of this contract.

SERVICE DESCRIPTION SCHEDULE "A"

Organization: Prince Township Parent/Child Resource Centre

Service Name: Ontario Early Years Autonomous Site

Service Objectives

The Ontario Early Years Site shall be managed and operate within provincial legislation, regulations, standards, policies and guidelines and with family and community needs continually defining the evolving service.

The OEYC Site is accountable for core services that include:

- Early learning services and programs
- Parent/caregiver/family supports
- Gateway for all within community – families, professionals, other early years services
- Outreach to encourage parent participation
- Public education, promotion, OEYC core service awareness and leadership
- Monitoring program effectiveness

Service Description

OEYC Satellite will:

- Provide early learning opportunities and services through drop-in programs in designated areas

Prince Township – ***Drop In Programs Extended Hours***

Mondays	9-3pm
Tuesdays	6-8pm
Thursdays	9-3pm
Fridays	2-3pm
Saturdays	12-3pm
Total	18 hours/week

Sault North (Bathewana, Goulais River, Heyden, Searchmount)

Sault West End (Goulais, Korah etc)

- Increase number of workshops, parenting courses and public education opportunities for parents and caregivers
Prince Township and Outreach

School Readiness Program -6 week session
6 programs per year –

192 hours per year

Parenting classes

(Nobody's Perfect, Kids have stress too, Mother Goose, You make a difference, How to talk so Kids will listen and listen so kids will talk, Siblings without Rivalry, Anger stress management)

72 hours per year

- Promote the Early Years through participation in community activities and meetings (*Kids Safe Algoma, Community Christmas for Children, Early Identification, HBHC, Let's Grow, Roots of Empathy, Parenting Committee etc*)
- Staff and caregiver Training/Professional Development – programs and services will be established to support parents and caregivers early years knowledge development through the provision of a range of educational opportunities that are sensitive to the variety of adult learning styles.

50 hours per year

- Program Enhancement through expansion of Early Learning Activities Onsite and Outreach (Sault North and SSM West End). Will meet the needs of families, providing a mix of programs involving parent/caregiver and child interaction, and child-focused programs.

408 hours per year

- Ensure program evaluation and regular formal parent feedback and/or surveys are developed and maintained.
- Request regular feedback from professionals and partners
- Provide information and resources to parents about early years and other services in the community, and assist them connect with the services.
- Early Literacy Program enhancement and work with the Early Literacy Specialist to ensure programming is effective and of high quality.

250 hours per year

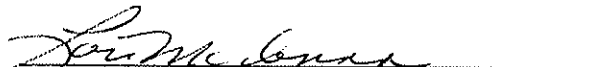
- Will work in conjunction with the OEYC, HBHC Service Co-ordination Task Force and other service providers to increase the co-ordination and overall integration of early years services in the community.


Service Location

Prince Township, Sault Ste. Marie West, Sault North (Searchmount, Goulais, Heyden, Batchewana)

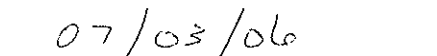
Method of Evaluation

Along with all required service data elements, workplan completion and financial reconciliation to workplanned targets will be used as evaluation measures. In addition to a monthly narrative report, evaluation of programs and services and consumer satisfaction surveys will be conducted by the Ontario Early Years Centre.

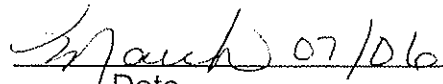

Service Provider Authorized Signature


Date


Service Provider Authorized Signature


Date


Ontario Early Years Authorized Signature


Date


Ontario Early Years Authorized Signature


Date