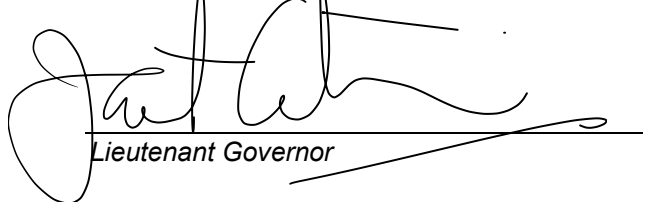


PROVINCE OF BRITISH COLUMBIA

ORDER OF THE LIEUTENANT GOVERNOR IN COUNCIL

Order in Council No. 73

, Approved and Ordered February 20, 2024


Lieutenant Governor

Executive Council Chambers, Victoria

On the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and consent of the Executive Council, orders that approval is given to the Minister of Education and Child Care, on behalf of the government of British Columbia, to enter into an agreement, the “Agreement to Amend the Canada-British Columbia Canada-Wide Early Learning and Child Care Agreement – 2021 to 2026”, with the government of Canada, as represented by the Minister of Employment and Social Development Canada and the Minister of Families, Children and Social Development, that is substantially in the draft form attached to this order.



Minister of Education and Child Care



Presiding Member of the Executive Council

(This part is for administrative purposes only and is not part of the Order.)

Authority under which Order is made:

Act and section: Child Care BC Act, S.B.C. 2001, c. 4, s. 8 (2);
Child Care Subsidy Act, R.S.B.C. 1996, c. 26, s. 9 (2)

Other: _____

AGREEMENT TO AMEND THE CANADA-BRITISH COLUMBIA CANADA-WIDE EARLY LEARNING AND CHILD CARE AGREEMENT – 2021 to 2026

Amendment 3

Between

His Majesty the King in Right of Canada (hereinafter referred to as “Canada” or “Government of Canada”) as represented by the Minister of Employment and Social Development Canada (“Canada”) and as represented by the Minister of Families, Children and Social Development

And

His Majesty the King in Right of British Columbia (hereinafter referred to as “British Columbia” or “Government of British Columbia”) as represented by the Minister of Education and Child Care

Referred to collectively as the “Parties”.

Preamble

Whereas, the Parties concluded the Canada-British Columbia Canada-wide Early Learning and Child Care (ELCC) Agreement (“Agreement”) on July 8, 2021.

Whereas, at the time of the signing of the Agreement, the Parties agreed that starting in fiscal year 2023 to 2024, at the request of British Columbia, and subject to approval of Canada’s Treasury Board, British Columbia may retain and carry forward to the following fiscal year any unexpended funds remaining from British Columbia’s annual contribution up to a maximum of 10%.

Whereas British Columbia anticipates difficulty expending its fiscal years 2023 to 2024 and 2024 to 2025 allocations due to diverse implementation challenges.

Whereas the Parties agree to increase British Columbia’s carry forward allowance from 10% to 60% for fiscal year 2023 to 2024 into fiscal year 2024 to 2025, and from 10% to 30% for fiscal year 2024 to 2025 into fiscal year 2025 to 2026.

Now therefore, the Parties agree to amend the Agreement, as follows.

1. Section 2 is amended by replacing section 2.1.2 with the following:

“2.1.2 British Columbia’s policy and approach to achieving these objectives is set out in its action plans attached as Annex 2 and Annex 3.”

2. Section 4 is amended by replacing sections in 4.6 (specifically 4.6.3, 4.6.4, 4.6.5, 4.6.6), and section in 4.8 (specifically 4.8.2) with the following:

4.6 Carry forward

“4.6.3 For the fiscal year 2023 to 2024, at the request of British Columbia, and subject to Employment and Social Development Canada receiving approval of Canada’s Treasury Board, British Columbia may retain and carry forward to the following fiscal year any unexpended funds remaining from British Columbia’s annual contribution payable under section 4.2, up to a maximum of 60% of the contribution payable. Any unexpended funds in excess of 60% of the contribution payable represents an overpayment subject to section 4.7.

4.6.4 For the fiscal year 2024 to 2025, at the request of British Columbia and subject to Employment and Social Development Canada receiving approval of Canada’s Treasury Board, British Columbia may retain and carry forward to the following fiscal year any unexpended funds remaining from British Columbia’s annual contribution payable under section 4.2, up to a maximum of 30% of the contribution payable. Any unexpended funds in excess of 30% of the contribution payable represents an overpayment subject to section 4.7.

4.6.5 For the fiscal year 2025 to 2026, at the request of British Columbia, and subject to Employment and Social Development Canada receiving approval of Canada’s Treasury Board, British Columbia may retain and carry forward to the following fiscal year any unexpended funds remaining from British Columbia’s annual contribution payable under section 4.2, up to a maximum of 10% of the contribution payable. Any unexpended funds in excess of 10% of the contribution payable represents an overpayment subject to section 4.7.

4.6.6 British Columbia may only use the amount carried forward to the following fiscal year for expenditures on eligible areas of investment made under section 2.2 incurred that fiscal year.

4.6.7 For greater certainty, any amount carried forward under sections 4.6.1 to 4.6.5 is supplementary to the maximum amount payable to British Columbia under section 4.2 of this Agreement during the fiscal year in which the funding is carried forward.

4.6.8 All amounts carried forward to the next fiscal year, pursuant to sections 4.6.1 to 4.6.5 must be spent by the end of that fiscal year. British Columbia is not entitled to retain any such carried forward amounts that remain unexpended after the end of that fiscal year, nor is it entitled to retain any balance of Canada’s contribution payable pursuant to section 4.2 that remains unexpended at the end of that fiscal year and is not carried forward in accordance with

sections 4.6.1 to 4.6.5. Such amounts are considered debts due to Canada and shall be repaid in accordance with section 4.7.”

4.8 Use of funds

4.8.2 Canada and British Columbia agree that, within each fiscal year of the period of this Agreement, British Columbia may move funding between the individual programming categories outlined in its action plans in Annex 2 and in Annex 3 to ensure the maximum use of funding. British Columbia agrees to notify Canada in writing of any such change in funding allocation, including the rationale for the change. The change will be implemented upon Agreement between Canada and British Columbia.

3. Section 5 is amended by replacing sections 5.1 and 5.2 (specifically 5.2.1 and 5.2.2) with the following:

5.1 Action Plan

“5.1.1 British Columbia has completed and shared their action plans for fiscal year 2021 to 2022 and fiscal year 2022 to 2023 (Annex 2), and for fiscal year 2023 to 2024 through fiscal year 2025 to 2026 (Annex 3). As committed to under the Agreement, British Columbia has already publicly released their action plan for fiscal year 2021 to 2022 and fiscal year 2022 to 2023 and, forthwith following signature of this amendment by both Parties, agrees to publicly release their action plan for fiscal year 2023 to 2024 through fiscal year 2025 to 2026. Both action plans:

- a. Outline an implementation plan towards achieving objectives set out in section 1, including priority areas for investment, and targets by indicator, within the Framework’s parameters.
- b. Identify specific targets for each indicator that will be reported on annually for tracking progress, in relation to the objectives set out under section 2.1.1, and as outlined in its action plans in Annexes 2 and 3 which may include the following indicators below. The following indicators should be used where data is available; for the indicators that British Columbia is unable to report, it should indicate in its action plans in Annexes 2 and 3 how it plans to investigate the production of these indicators over the course of the Agreement:
 - i. total number of spaces for which operational funding is provided available during the fiscal year, broken down by age groups of child and type of setting (for example, for profit/not-for-profit/public regulated child care centres, regulated family child care homes, etc.)
 - ii. the number of net new spaces created during the fiscal year, broken down by age groups of child and type of setting (for example, for profit/not-for-profit/public regulated child care centres, regulated family child care homes, etc.)
 - iii. average daily parental out-of-pocket fee for regulated child care

- spaces at the end of each fiscal year, including at the beginning of fiscal year 2021 to 2022 and at the end of 2022
 - iv. number for children under age 6 receiving parent fee subsidies, broken down by families receiving partial and full subsidies
 - v. number and proportion of children under age 6 in flexible regulated ELCC arrangements and number and proportion of centers/providers that provide flexible arrangements (that is non-traditional arrangements such as flexible/irregular hours, weekend and emergency services; and geographic distribution of spaces)
 - vi. number of children under age 6 with disabilities and children needing enhanced or individual supports that are in regulated ELCC spaces
 - vii. number or proportion of child care service providers who provide services that are adapted to the needs of children with disabilities and children needing enhanced or individual supports
 - viii. number of Indigenous children under age 6 years in regulated ELCC spaces, distinction-based (First Nations, Inuit, Metis) where possible
 - ix. number of racialized Canadian children, including Black Canadian children under age 6 in regulated ELCC spaces
 - x. number of staff working in regulated child care programs in British Columbia who fully meet the British Columbia's certification/educational requirements
 - xi. annual public expenditure on training and professional development of the early childhood workforce
 - xii. wages of the early childhood workforce according to the categories of certification, including any wage enhancements, top-ups and/or supplements
- c. Identify additional jurisdiction-specific indicators for tracking progress in relation to the objectives of the Agreement
- d. Describe how British Columbia plans to address the ELCC needs of its children/families more in need, as described in section 2.2.5
- i. if available, number and proportion of children under age 6 from families more in need that are in regulated ELCC spaces. For the elements that British Columbia is unable to report, it should indicate in its action plans in Annexes 2 and 3 how it plans to investigate the production of these elements over the course of the Agreement
- e. Outline any additional available information to be reported annually that would be useful to assess progress, including:
- i. information about waiting lists to access regulated ELCC spaces
 - ii. total child care subsidies provided by parents' income level
 - iii. child-to-staff ratio among licensed child care service providers

- iv. total annual investment in ELCC

Describe the consultation processes referred to in section 5.1.2, the type of groups consulted and annual priorities related to stakeholder feedback

5.2 Reporting

“5.2.1 As committed to under the Agreement, in the first fiscal year, British Columbia provided baseline data on indicators set out in their action plan after the Parties signed the Agreement.

5.2.2 Starting in fiscal year 2022 to 2023, by no later than October 1 of each fiscal year during the period of this Agreement, British Columbia agrees to:

- a. Provide to Canada an annual report in the format and manner decided jointly by Canada and British Columbia. The report shall show separately the results attributable to the funding provided by Canada under this Agreement and shall include:
 - i. description of the activities, expenditures and results of the Agreement as set out in Annexes 2 or 3 as applicable
 - ii. results achieved in working towards the vision for Canada-wide ELCC set out in this Agreement, including average child care fees and progress toward the average 50% reduction in fees by the end of 2022 and reaching an average fee of \$10 per day by fiscal year 2025 to 2026
 - iii. results achieved according to the indicators and targets referred to in Annexes 2 and 3
 - iv. the impact on families more in need, as described in section 2.2.5, including progress toward specific British Columbia targets as described in Annexes 2 and 3, such as the numbers of inclusive spaces supported by federal funding and by category. For the

- elements that British Columbia is unable to report, it should indicate in its action plans in Annexes 2 and 3 how it plans to investigate the production of these elements over the course of the Agreement
- v. additional available information to be reported annually that would be useful to assess progress
 - vi. description of any relevant consultation processes, the type of groups consulted and annual priorities related to stakeholder feedback referred to in Annexes 2 and 3
 - vii. any additional results of an annual child care census as per section 5.2.2 (g) and any evaluation activities undertaken in the fiscal year, as available

Continue to provide to Canada additional data required for the publication of the annual National Progress Report

- b. Provide to Canada an audited financial statement of revenues received from Canada under this Agreement during the fiscal year
 - i. the revenue section of the statement shall show the amount received from Canada under this Agreement during the fiscal year
 - ii. the total amount of funding used for ELCC programs and services under section 2.2
 - iii. the administration costs incurred by British Columbia in developing and administering ELCC programs under section 2.2.3
 - iv. if applicable, the amount of any amount carried forward by British Columbia under section 4.6
 - v. if applicable, the amount of any surplus funds that are to be repaid to Canada under section 4.7

The financial statement shall be prepared in accordance with Canadian Generally Accepted Accounting Principles and the audit shall be performed by the British Columbia Auditor General or his/her delegate, or by an independent public accounting firm registered under the laws of British Columbia and shall be conducted in accordance with Canadian Generally Accepted Auditing Standards

- c. Provide financial and administrative information, as required, to demonstrate progress in meeting the requirements in this Agreement
- d. Canada and British Columbia recognize the importance of reporting to the public on results achieved under this Agreement. Within 365 days of the end of each fiscal year during the Period of this Agreement, British Columbia agrees to report to the people of British Columbia and Canada on the results and expenditures of ELCC programs and services. The report shall show separately the results attributable to the funding provided

by Canada under this Agreement and be consistent with the Annual Report outlined under section 5.2.2 (a)

- e. To inform reporting on results related to British Columbia's action plans, British Columbia agrees to undertake, and share results with Canada from, an annual census of child care providers and other participants in the sector in British Columbia to collect information, including: number of children enrolled, capacity (number of spaces), number of ECEs, ECE wages and qualifications, fee charged to parents, subsidies, and auspice, number of First Nations, Inuit or Metis child care spaces supported, etc. Costs of undertaking such a census would be eligible expenses under this Agreement, to the maximum set out in section 4.5.1"

4. Section 12 is amended by replacing Section 12.1 with the following:

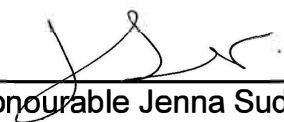
"12.1 This Agreement, including Annexes 1, 2, 3 and Amendments 1,2, and 3 comprise the entire Agreement entered into by the Parties with respect to the subject matter hereof."

5. The Agreement remains unchanged in all other aspects.

6. This amending agreement shall be read in conjunction with the Agreement and shall take effect as if its provisions were an integral part of the Agreement.

7. This amending agreement shall take effect upon its signatures by the Parties.

SIGNED on behalf of Canada by the Minister of Families, Children and Social Development at Ottawa this 2nd day of February, 2024.



The Honourable Jenna Suds, Minister of Families, Children and Social Development

SIGNED on behalf of British Columbia by the Minister of Education and Child Care at _____ this _____ day of _____, 2024.