

# **POLICY #**

## **Child Care Policy**

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### **1.0 RATIONALE**

- 1.1 The purpose of this policy is to provide guidance with respect to how the Board will promote the use of Board property for the provision of child care programs between the hours of 7 a.m. and 6 p.m. on business days by either the Board or third party licensees.
- 1.2 The use of Board property by licensed child care providers must not disrupt or otherwise interfere with the provision of educational activities including early learning programs and extracurricular school activities.

### **2.0 DEFINITIONS**

- 2.1 In this Policy, the terms "Board property," "business day," "child care program," "educational activities" and "licensee" have the meanings given to those terms in the *School Act*.
- 2.2 "Direct and indirect costs" include:
  - i. Utilities;
  - ii. Maintenance and repair;
  - iii. A reasonable allowance for the cost of providing custodial services;
  - iv. A reasonable allowance for time school district administrators and other staff spend on matters relating to the use of Board property by licensed child care providers.

### **3.0 POLICY**

- 3.1 The Board will, on an ongoing basis, assess community need for child care programs on Board property, through a process of engagement with employee groups, parents and guardians, Indigenous community representatives, Indigenous rights holders, Indigenous service providers, municipal partners and existing child care operators. The process for engagement will be reviewed on an ongoing basis, and conducted in a manner acceptable to the Board.
- 3.2 If child care programs are to be provided on Board property, the Board will consider, on an ongoing basis, whether those programs are best provided by licensees other than the Board, the Board, or a combination of both.

- 3.3 Child care programs, if operated by the Board, will be operated for a fee no greater than the direct costs the Board incurs in providing the child care program.
- 3.4 Fees for the use of Board property by licensees other than the Board will not exceed the direct and indirect costs the Board incurs in making Board property available for the child care program in accordance with the School Act and set by the Secretary-Treasurer from time to time.
- 3.5 If child care programs are operated by a licensee other than the Board, the Board will require the licensee to agree to comply with this Policy.
- 3.6 In selecting licensees other than the Board to operate a child care program, the Board will give special consideration to the candidates' proposals to:
- (a) provide inclusive child care;
  - (b) foster Indigenous reconciliation in child care;
  - (c) maintain a program philosophy and management concept congruent with the values of this Policy and the Board's Strategic Plan
  - (d) demonstrated successful experience as a licensed childcare operator;
  - (e) opt into the Provincial Fee Reduction Initiative; and
  - (f) demonstrate financial stability
  - (g) utilize the BC Early Learning Framework to guide and support learning experiences in childcare settings.
- 3.7 If the Board decides to operate a child care program, the Board will ensure that it is operated in a manner that:
- i. fosters Indigenous reconciliation in child care. In particular, the child care program will be operated consistently with the following principles of the *British Columbia Declaration on the Rights of Indigenous Peoples Act*: (i) Indigenous peoples have the right, without discrimination, to the improvement of their economic and social conditions, including in the area of education; and (ii) "Indigenous peoples have the right to the dignity and diversity of their cultures, traditions, histories and aspirations which shall be appropriately reflected in education"; and
  - ii. is inclusive and consistent with the principles of non-discrimination set out in the *British Columbia Human Rights Code*.
- 3.8 Any contract with a licensee other than the Board, to provide a child care program on Board property must be in writing and subject to review annually ~~no less than~~ every [insert number] years. The contract must contain:

- i. a description of the direct and indirect costs for which the licensee is responsible, including a provision for late payment or default;
  - ii. an agreement by the licensee to comply with this policy and all other applicable policies of the Board;
  - iii. a provision describing how the agreement can be terminated by the Board or the licensee;
  - iv. an allocation of responsibility to ensure adequate insurance is in place to protect the interests of the Board;
  - v. a statement that the agreement can only be amended in writing, signed by the Board and the licensee;
  - vi. a requirement for the licensee to maintain appropriate standards of performance;
  - vii. a requirement that the licensee must at all times maintain the required license to operate a child care facility; and
  - viii. Provision for adherence to the Board's Child Care Handbook
- 3.9 Prior to entering into or renewing a contract with a licensee other than the Board to provide a child care program on Board property, the Board will consider:
- i. Whether it is preferable for the Board to become a licensee and operate a child care program directly;
  - ii. the availability of school district staff to provide before and after school care; and
  - iii. whether, with respect to a licensee seeking renewal or extension of a contract, the licensee has performed its obligations under this Policy and its contract with the Board, with specific regard to performance in respect of providing an inclusive child care program and one that promotes indigenous reconciliation in child care.
- 3.10 When the Board decides to change the use of Board property that is being used for provision of childcare programming, , the Board will provide written notification to the Minister of Education.

#### **4.0 RESPONSIBILITIES**

- 4.1 **The Board of Education** is responsible to ensure compliance with the *School Act*
- 4.2 The **Superintendent** is responsible to ensure that District policy is upheld and regulations are enforced.
- 4.3 School-based Administration are responsible to ensure adherence to the Board's Child Care Handbook

#### **5.0 REFERENCES**

- 5.1 Ministerial Order M326, August 31, 2020
- 5.2 School Act Section 85.1, 85.2, 85.3, 85.4, March 5, 2020

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# Out of School Care Manual

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# 1.0 LICENSING-FACILITY REQUIREMENTS

The information below is intended for information purposes only and was taken directly from the 'Community Care and Assisted Living Act; Child Care Licensing Regulation' published by the Vancouver Island Health Authority (VIHA).

## 1.1 Facility Requirements

### 1.1.1 Environment

*A licensee must ensure that a healthy and safe environment is provided at all times while children are under the supervision of employees.*

*A licensee must ensure that the community care facility and the furniture, equipment and fixtures within it are clean and in good repair while children are in attendance.*

*A licensee must ensure that, while children are under the supervision of employees, no one smokes or uses tobacco, holds lighted tobacco, uses an e-cigarette or holds an activated e-cigarette on the premises of a community care facility or in any vehicle used by employees to transport children.*

*If a child who requires extra support is attending the community care facility, the licensee must ensure that the physical structure of the community care facility is modified to meet the needs of the child while the child is in attendance.*

### 1.1.2 Physical Requirements of Facility

*A licensee, other than a licensee who provides a care program described as Family Child Care or Child-minding, must have for each child at least 3.7 m<sup>2</sup> of usable floor area in the community care facility, excluding*

- *hallways,*
- *built in storage areas,*
- *bathrooms, and*

- *fixed appliances, or, if not fixed, large appliances that are not normally moved from one area to another.*

*A licensee must have one toilet and wash basin for every 10 children or fewer.*

*A licensee, other than a licensee who provides a care program described as Family Child Care or In-Home Multi-Age Child Care, must ensure that the toilets and wash basins are on the same floor as the community care facility.*

*A licensee, other than a licensee who provides a care program described as either Preschool (30 Months to School Age) or Group Child Care (School Age), must have in a community care facility a sturdy surface for changing diapers, located outside the food preparation area, next to both*

- *a covered container for soiled clothing, and*
- *a wash basin.*

### **1.1.3 Furniture, Equipment and Fixtures**

*A licensee must supply equipment, furniture and supplies that are*

- *of sturdy and safe construction, easy to clean and free from hazards, and*
- *located so as not to block or hamper an exit in the case of fire or other emergency.*

*A licensee must ensure that each piece of furniture or equipment for sleeping*

- *is used by only one child at a time,*
- *is clean and comfortable, and*
- *is appropriate for the size, age and development of the children intended to use it.*

*A licensee providing a care program to any child younger than 36 months of age must provide a separate sleeping area located away from any activity area.*

### **1.1.4 Play Area, Materials and Equipment**

*A licensee must have*

- *at least 6 m<sup>2</sup> of outdoor play area for each child, or*



- *if the license provides more than one type of care program, an outdoor play area that meets the requirement set out in paragraph (a) for the type of care program, provided by the licensee, with the largest maximum group size permitted.*

*A licensee may use the same outdoor play area at the same time for more than one care program if*

- *the care programs are of the same type*
- *there is no increase in the risk to the health and safety of children,*
- *the licensee continues to comply with the ratio of employees to children*

*A licensee must ensure that the entire outdoor play area is*

- *enclosed in a manner that is suitable for the age and development of children, and will ensure that children are free of harm, and*
- *constructed in a manner, and using materials, that are suitable for the age and development of the children intended to use it.*

*A licensee must ensure that all indoor and outdoor play materials and equipment accessible to children are*

- *suitable for the age and development of the children, and*
- *safely constructed, free from hazards and in good repair.*

### 1.1.5 Hazardous Objects and Substances

*A licensee must ensure that children do not have access to any object or substance that may be hazardous to the health or safety of a child.*

These requirements also apply to Secondary Licensed Areas (back up spaces)

## 2.0 PRINCIPAL RESPONSIBILITIES

### 2.1 Lockdown Procedures

A “**Lockdown**” should **only** be used when there is a major incident or threat of school violence within the school, or in relation to the school.

**In the event of a “lockdown”, the Principal is required to immediately notify the Child Care site Manager by phone. They will then in turn notify site staff.**

**\*\*Note:** After any lockdown, a communication should go out to parents/guardians briefly outlining the situation and how it was handled. This will ensure that accurate information goes home and that parents/guardians can support their children if they have questions or concerns.

Parents should wait for information from the school district before coming to the school.

## 2.2 Hold and Secure Procedures

**“Hold and Secure”** should be used when it is desirable to secure the school due to an ongoing situation outside and not related to the school (e.g. a robbery occurs near a school, a chemical spill occurs in the neighborhood, a cougar has been sighted in the neighborhood). In this situation, the school continues to function normally, with the exterior doors being locked until such time as the situation near the school is resolved.

**In the event of a “hold and secure”, the Principal is required to immediately notify the Child Care site Manager by phone. They will then in turn notify site staff.**

**\*\*Note:** After any hold and secure, a communication should go out to parents/guardians briefly outlining the situation and how it was handled. This will ensure that accurate information goes home and that parents/guardians can support their children if they have questions or concerns.

## 2.3 Field Trips and Communication

If students who attend out of school care are going to be late due to a delayed return from a school field trip, the Principal is required to notify the Child Care site Manager immediately by phone. They will then in turn notify the site staff.

## 2.4 Notice to Use Primary Licensed Area

Principals are required to give at least **2 weeks** written notice to obtain use of the Primary licensed space. The Child Care Providers will move to the VIHA approved secondary (back up) space. Under no circumstance are both the primary and secondary licensed spaces to be used at the same time by the school. This follows the *Facility Requirements* as stated in the 'Community Care and Assisted Living Act; Child Care Licensing Regulation' and provides the Child care providers with a licensed space at all times.

If another space needs to be used for child care purposes, the licensing of this space can take upwards of three months to obtain.

## 3.0 PROBLEMS –WHOM TO CALL

If there are problems in respect to the Child Care within the school please call the Manager of Capital Planning and Implementation for clarification. 250-920-3460

## 4.0 PARKING

Out of School Care staff are required to park in school staff parking lots.

Parents picking up and dropping off should follow the school policy.

## 5.0 SHARING SPACES AND ITEMS

At no time are the licensed child care spaces to be shared with other participants during the child care hours as per the license agreement. For example, if there is not a gym divider in place, and the gym is rented for child care purposes, no other children are to be present in the gym during child care hours. This is due to VIHA regulations.

At no time should the child care providers be using school materials or equipment. All child care play equipment and materials is to be provided by the licensee.

## 6.0 STORAGE

All Child Care providers must be given space within their rented area to store supplies and required VIHA documents. The Greater Victoria School District is working on standard storage solutions that will be provided to the child care providers.

## 7.0 ACCESS TO SHARED SPACES

The Child Care provider is allowed access to their shared space as per the license agreement. For gyms and shared spaces before school the child care providers are to have the license area vacated and tidy at the bell. For after school care the spaces must be available to the child care provider at the bell (unless specified otherwise in the license agreement).

The child care provider is to supply their own equipment and supplies, excluding the outside playground.

All playgrounds will be kept to school district standards. Any requirements beyond school district standards is the responsibility of the licensee.

## 8.0 BREAKDOWN OF RENTAL RATES

All Rental Rates Cover the following

- Utility services (water, electricity, natural gas)

- Capital Repair and Depreciation

- Custodial and Maintenance Labor (time and materials)

This is applicable to all locations within school building. Exterior buildings may or may not be included in the license agreement (please refer to license agreement).

## Security of the building

This is applicable to all locations within school building. Exterior buildings may or may not be included in the license agreement (please refer to license agreement).

### 8.1 Maintenance Responsibilities

It is the responsibility of the school custodian to replace water filters and light bulbs as long as the agreement states the custodian is cleaning the area. If the Child Care provider has an external company cleaning the area or are cleaning the area themselves the responsibility and cost to maintain the area resides with the service provider.

All maintenance within the schools is the responsibility of the Greater Victoria School District. The only area the Greater Victoria School District may not maintain are the stand alone child care units.

## 10.0 CUSTODIAL

Custodians are to clean the areas as per the arranged custodial runs. Custodial costs are incorporated into the rental rates. For areas that are within the school the custodian is to clean the area as per their custodial run.

For stand alone child care units the custodian is to clean the units per the rental agreement. All stand alone child care units are allocated 30 minutes of cleaning Monday – Friday. The minimum tasks in the 30 minutes are;

- All bathrooms cleaned and mopped

- Garbage and recycling removed and liners replaced

- Floors swept in main area and spot mopped

## 10.1 Custodial Storage

Custodians are required to store their supplies in a locked cabinet within the school and within any portable unit so as to adhere to the *Facility Requirements* as stated in the 'Community Care and Assisted Living Act; Child Care Licensing Regulation'

## 10.2 Hazardous Spills

Custodians are to follow the procedures for cleaning up a hazardous spill and WHIMIS guidelines. Day to day cleanup is the responsibility of the custodian for any child care that is provided with the school building.

For stand alone child care units whom run programs during and after school hours, the agreement provides for 30 minutes of cleaning per day. During and after school hours, it is the responsibility of the child care provider to clean up any spills and vomit. A spill pack will be provided to the licensee for these types of spills.

## 10.3 Custodial Complaints

All childcare spaces should be cleaned to District standards. However, in the event that Child Care staff have concerns they will communicate these to the Manager of Operations who is responsible for all custodial staff. The Manager of Operations number is 250-727-8160.

## 10.4 Custodial Cleaning within the school

Custodial staff cleaning is based on a custodial run that is set out by the school district.

Gyms and shared spaces are cleaned during a time when they are not being used. The rental rates within the school are lower to account for the cleaning of the spaces and the shared use.

### 10.5 Recycling, Paper, Food Waste, Hard Plastic

Licensees who provide child care within a school are to follow school policy and ensure proper recycling of all items. If in doubt please speak with the Custodian or the Principal. For Licensees who do not have school district custodians clean their units, all recycling, and garbage is the responsibility and the cost of the licensee.

### 10.6 Alarm Systems

No alarm codes are necessary for any licensees who provide child care within the school facility as a custodian will always be on site. For licensees that have stand alone units, an alarm code will be provided. For units that are not cleaned by the school district the licensee is responsible for providing security and any associated costs of the security.