

Shared Services Agreement: Clinician

THIS AGREEMENT made this 1 day of July, _____, pursuant to the provisions of Part IV of *The Public Schools Act* and the *Shared Services Regulation* thereunder.

BETWEEN:

The

(Name of School Division)

being a school board, and a body corporate pursuant to subsection 3(1)

of *The Public Schools Act*, C.C.S.M. c. P250

(called “the Division”)

-and-

The

(Name of Independent School)

(called “the independent school”)

WHEREAS the independent school is a ‘independent school’ as defined in section 59 of *The Public Schools Act*;

AND WHEREAS pursuant to subsection 60(2) of *The Public Schools Act*, the Division may, with the approval of the Minister of Education and Early Childhood Learning, enter into an annual agreement with a independent school respecting the use of the Clinician Services of the Division by or for the benefit of eligible pupils enrolled in the independent school while attending a public school operated by the Division;

AND WHEREAS for this purpose, the Division and the independent school are prepared to enter into an agreement respecting the use by eligible pupils enrolled in the independent school of Clinician Services of the Division, according to the terms and conditions of this agreement;

AND WHEREAS prior to the signing of this agreement, the Minister of Education and Early Childhood Learning provided approval to the Division to enter into this annual agreement with the independent school, pursuant to subsection 60(2) of *The Public Schools Act*;

AND WHEREAS clinician support is payable to the Division for eligible independent school pupils subject to the provisions set out in the *Shared Services Regulation*, M.R. 131/2012 (the "Regulation").

NOW THEREFORE the parties agree as follows:

1. The Division shall provide to eligible pupils enrolled in the independent school, clinician services, that are the same as are regularly offered by the Division to eligible pupils enrolled in its public schools, particulars of which are set out in Schedule "A", which is attached to, and forms part of, this agreement.
2. The independent school pupils receiving clinician services from a qualified clinician employed by the Division or under contract with the Division shall be deemed to be in attendance at a public school while the services are being provided under this agreement.
3. The pupils enrolled in the independent school shall be under the supervision and control of the Division while they are receiving the clinician services provided by the Division under this agreement.
4. The independent school shall execute any documents and provide the Division with any information, documents, returns or reports which may be required by the Manitoba Education and Early Childhood Learning to facilitate financial planning and to determine the amounts of any grant which may be payable to the Division in respect of this agreement pursuant to *The Public Schools Act* and the Regulation.

5. This agreement shall be effective for a term of one year commencing July 1, _____ and ending June 30, _____.

The authorized representative of each of the parties to this agreement has signed this agreement effective on the day and year written above.

The _____
(Name of School Division)

Chair

Secretary-Treasurer

(Name of Independent School)

Chair

Principal

Prior to signing this agreement, the Division was provided with approval by the Minister of Education and Early Childhood Learning or designate as required by subsection 60(2) of *The Public Schools Act*.

Minister of Education and Early Childhood Learning
or designate

Date

This is SCHEDULE "A"
To a Clinician Agreement ending June 30, _____
dated the July 1, _____.

BETWEEN:

The _____
(Name of School Division)

-and-

The _____
(Name of Independent School)

Location (1)

THIS SCHEDULE provides particulars of the number of eligible pupils enrolled in the independent school, all of whom will be eligible for clinician services if required.

1. The estimated number of eligible pupils enrolled in the independent school on September 30, _____ is:

Kindergarten (50%) _____

Grades 1-12 _____

2. For purposes of calculating support available to the school division, a kindergarten pupil will be counted as one half. The calculation and payment of the grant shall be made using actual data, in accordance with the *Shared Services Regulation*, M.R 131/2012 applicable to the school year.

(1) If the independent school has more than one location, include only those pupils in the location(s) being serviced under this agreement, and indicate the location(s) being services.