

## Shared Services Agreement: Facility and Resources

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 private 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 facilities and resources 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 facilities and resources of the Division for Home Economics or Industrial Arts, or both, 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 facilities and resources 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, in one or more public schools, to eligible pupils enrolled in the independent school, certain facilities and resources for Home Economics or Industrial Arts, or both, 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 hereto, and forms part of this agreement.
2. The independent school pupils receiving facilities and resources of the Division for Home Economics or Industrial Arts, or both, 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 attending a public school for the 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 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 Facilities and Resources 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 facilities and resources of the Division that are to be provided to eligible pupils enrolled in the independent school while in attendance at public schools operated by the Division.

1. The public school(s) in which the facilities and resources of the Division will be provided will be those at:

\_\_\_\_\_ School

\_\_\_\_\_ School

2. The estimated number of eligible pupils enrolled in the independent school on September 30, \_\_\_\_\_ who will be participating in the use of the facilities and resources in the public school(s) is shown in the table in clause 4.

(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 serviced.

3. The number of minutes of instruction in each instructional cycle in which the facilities and resources described in clause 1 will be provided in the public

school(s) to eligible pupils enrolled in the independent school is shown in the table in clause 4.

4. Estimated eligible enrolment of independent school pupils in the public school(s)                      Number of minutes of instruction provided in the public schools(s) for independent school pupils in each cycle

_____ Pupils	_____ minutes
_____ Pupils	_____ minutes
_____ Pupils	_____ minutes
_____ Pupils	_____ minutes
_____ Pupils	_____ minutes
_____ Pupils	_____ minutes
_____ Total Pupils	

5. In the public school(s) there are \_\_\_\_\_ days in each cycle and 330 minutes each day.
6. 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.
7. The facilities and resources of the Division that will be provided in the public schools(s) to pupils enrolled in the independent school are as follows:

- Home Economics
- Industrial Arts