



REQUEST FOR PROPOSAL (RFP)

For the services of a Child Care Provider
in Parkhill School
September 2025



TOP: WEST FACADE + MAIN ENTRY



Hanover is a student-centred school division striving for excellence while developing skills and promoting values for a productive and wholesome life.

5 Chrysler Gate, Steinbach, MB, R5G 0E2 Tel: 204-326-6471 Fax: 204-326-9901 info@hsd.ca <https://www.hsd.ca>

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1. INVITATION

The Hanover School Division is requesting proposals for Child Care Services for the new Parkhill School located at 91 Parkland Drive in Steinbach, Manitoba.

2. PROJECT DESCRIPTION

The Hanover School Division is providing space (approximately 6,073 sq. feet) within the Parkhill School for Child Care Services (Day Care) to include:

- i) Pre-School = 54 children
- ii) Infants = 20 children

3. RFP SUBMISSION REQUIREMENT, TIMELINE, EVALUATION AND AWARD

a. The RFP written submission requirement includes:

- i) Assurances the Child Care Provider:
 - 1. Has or will have a valid and existing non-profit corporation or co-operative, duly incorporated under the laws of the Province of Manitoba
 - 2. Possesses, and shall continue to possess, all rights, interests, powers and expertise necessary to properly operate the Child Care Centre
 - 3. Possesses, and shall continue to possess a valid license under the Act to operate and is not in breach of any provision of the Act or the regulations under the Act that would allow MANITOBA to terminate or suspend its license
- ii) Business plan including:
 - 1. Operating philosophy (governance model);
 - 2. Hours of operation
 - 3. Staffing
 - 4. Budget
 - 5. Insurance (property and public liability)
- iii) Principal point of contact (name and contact information)

b. Proposals shall be submitted to The Hanover School Division before 12:00 noon CST Friday October 18, 2024 via email with subject line "Proposal for Child Care Services - Parkhill School", to kheide@hsd.ca.

c. If required, interviews of shortlisted Child Care Providers will be scheduled for the week of October 28 - November 1, 2024.

d. The anticipated date of award is November 8, 2024.

e. The successful submission / Child Care Provider will be engaged via a contract directly with Hanover School Division. See attachment 5 for sample HSD Child Care Agreement (for reference only).

ATTACHMENT 1: PARKHILL SCHOOL PROJECT DATES

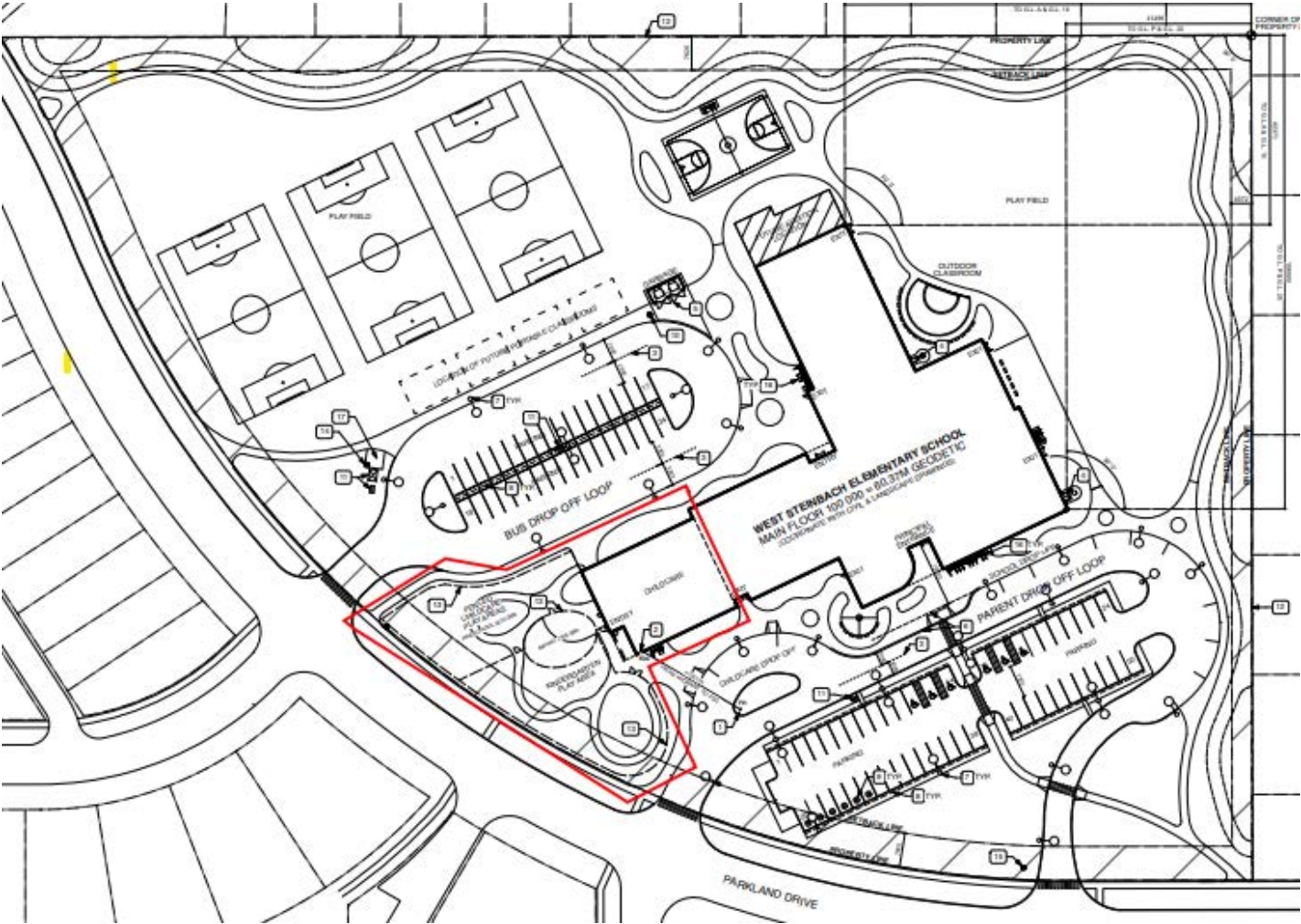
Construction	Ongoing to June 2025
Substantial Completion	June 2025
First Day of Operation	September 1, 2025

ATTACHMENT 2a: SITE PLAN



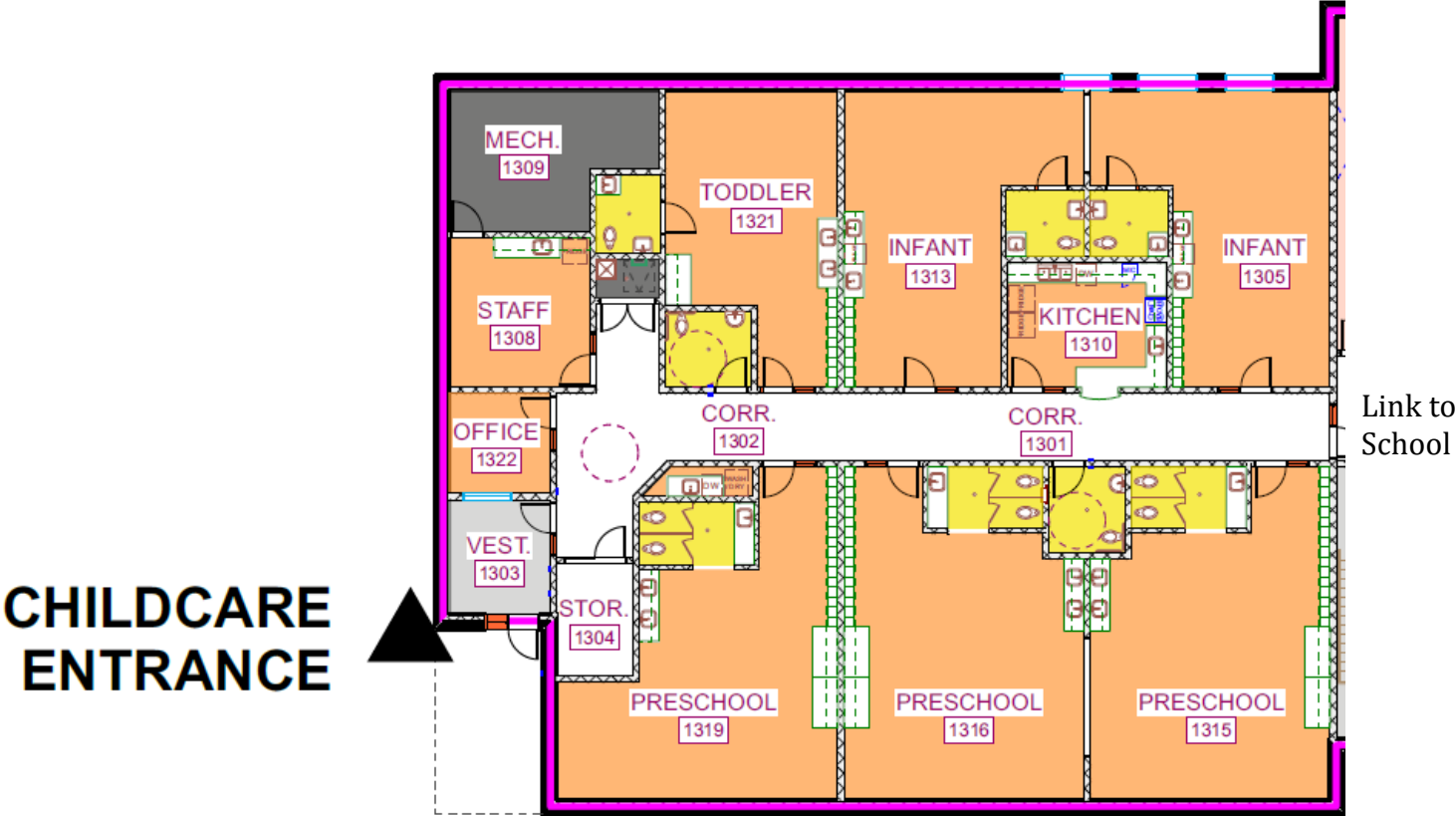
Hanover is a student-centred school division striving for excellence while developing skills and promoting values for a productive and wholesome life.

ATTACHMENT 2b: SITE PLAN

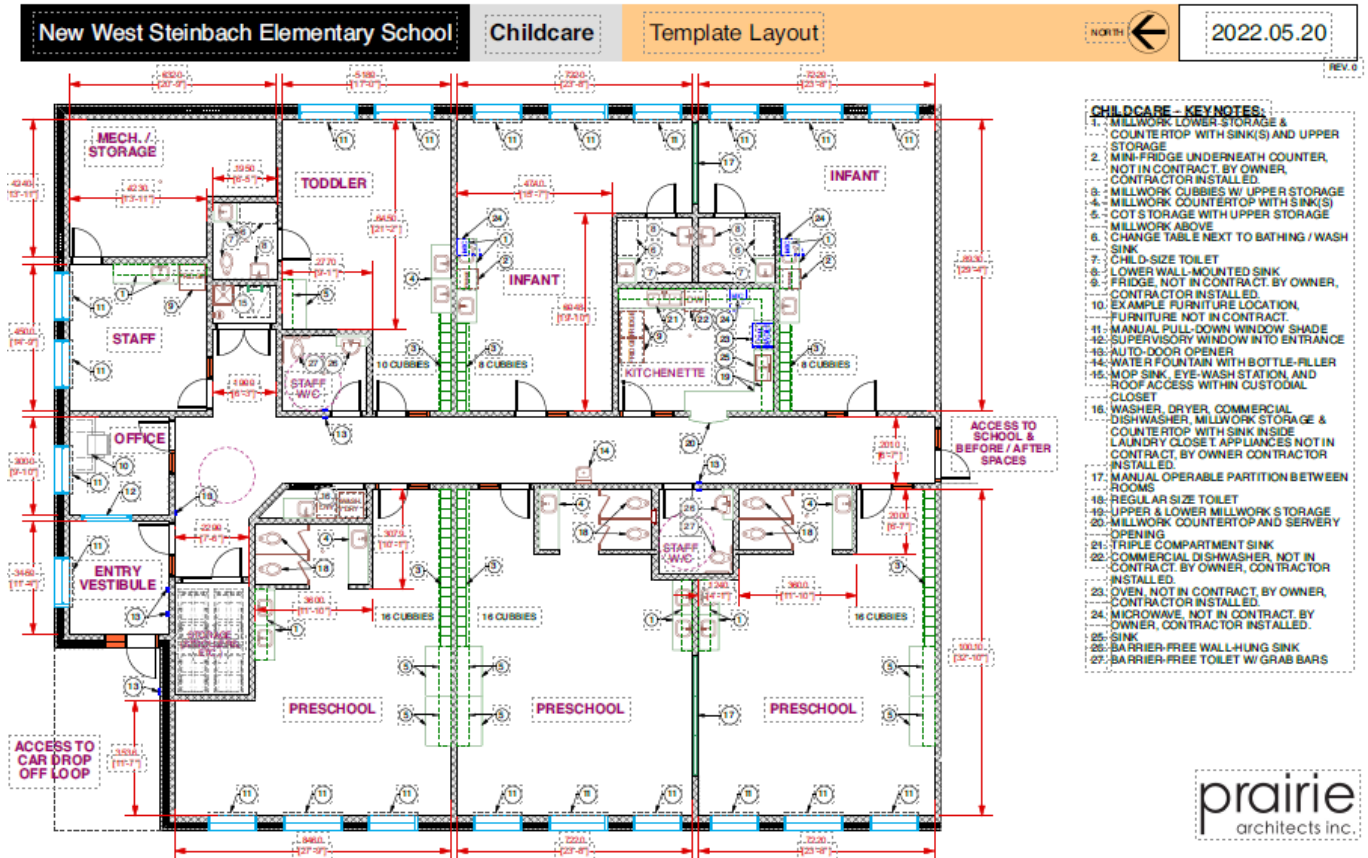


Hanover is a student-centred school division striving for excellence while developing skills and promoting values for a productive and wholesome life.

ATTACHMENT 3: FLOOR PLAN



ATTACHMENT 3: CONSTRUCTION DRAWING



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ATTACHMENT 5: SAMPLE HSD CHILD CARE PROVIDER AGREEMENT

THIS AGREEMENT dated the First day of _____, 20__.

BETWEEN:

HANOVER SCHOOL DIVISION

(the "Division"),

- and -

(the "Child Care Provider")

WHEREAS:

- A. Manitoba has established a policy that schools should be a primary delivery site for community-based child health programs including early childhood care, education and intervention offered within child care centres;
- B. The Division is the registered owner of the Parkhill School located at 91 Parkland Drive, Steinbach, MB.;
- C. The parties recognize that the presence of a child care centre within or attached to the school will ensure links between the two systems to the benefit of children, parents, caregivers and Division staff and will enhance the transition into the school setting by children and parents;
- D. The parties wish to establish a co-operative partnership on the terms of this Agreement to construct and operate a child care centre on the school property;
- E. The child care will be integrated into the school operations with the intent that the Child Care Provider, its staff and the children attending the Child Care Centre will have exclusive use of the Child Care Centre during its hours of operation and joint use of the School facilities with the school and its students and staff as may be agreed upon by the Division and the Child Care Provider;
- F. Manitoba is the licensing body under The Community Child Day Care Standards Act and has issued a licence under that Act to allow the Child Care Provider to operate a Child Care Centre within the school;

- G. This Agreement sets out the terms on which the Division and the Child Care Provider will construct and operate the child care.

The Division and the Child Care Provider agree as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 Unless the context requires otherwise, in this Agreement:
- (a) "Act" means The Community Child Day Care Standards Act
 - (b) "Agreement" means this document and the Schedules appended to this Agreement.
 - (c) "Child Care Centre" means the facilities located within the School that are used exclusively for the purpose of providing child care services.
 - (d) "FRAME Report" means the annual report published by Manitoba Education and Training reporting expenditures by school divisions in accordance with the Financial Reporting and Accounting in Manitoba Education system.
 - (e) "Licensing Authority" means the person appointed under the Act as the Director of Child Day Care Services with authority to issue licenses under the Act.
 - (f) "MANITOBA" means Early Learning and Child Care, Family Services and Labour, Government of Manitoba, and includes the authorized officials and representatives of the Government of Manitoba.
 - (g) "Possession Date" means the date on which the Child Care Provider receives possession of the Child Care Centre for its use.
 - (h) "School" means Parkhill School located at 91 Parkland Drive, Steinbach, MB.
- 1.2 Any reference in this Agreement to a statute or an Act includes all regulations under that statute or Act and includes all amendments and revisions to, and replacements of, that statute or regulation.
- 1.3 Although MANITOBA is not a party to this Agreement, the School and the Child Care Provider acknowledge that MANITOBA, as the Licensing Authority under the Act, has certain interests and rights as provided by the Act and this Agreement in both the performance of this Agreement and the operation of the Child Care Centre. The School and the Child Care Provider acknowledge those interests and rights and are bound by those provisions of this Agreement notwithstanding that MANITOBA is not a party to this Agreement.

2 TERM AND RENEWAL

- 2.1 This Agreement comes into effect on the date written above and shall continue for a term of FIVE (5) years after the Possession Date unless terminated before that date under section 12 of this Agreement.
- 2.2 The Child Care Provider may, upon request to the Division, extend this Agreement for further terms of FIVE (5) years each on the same terms and conditions. To exercise this option, the Child Care Provider must give notice of the renewal to the Division at least ninety (90) days before the expiry of that current term. If the Child Care Provider fails to give notice of renewal by the renewal deadline, this Agreement terminates at the end of that current term.

3 PURPOSE OF AGREEMENT

- 3.1 The purpose of this Agreement is to enable the Division and the Child Care Provider, in co-operation, to establish and operate a child care facility within the School to achieve the general objectives expressed in the preamble to this Agreement by all appropriate means including, but not limited to, the following:
- (a) Recognize the child care services as a legitimate use of school space;
 - (b) Encourage communication on a regular basis between early childhood educators and teachers about the children for whom they share daily responsibility in particular those for whom the transition protocol may be in place;
 - (c) Encourage access by both early childhood educators and teachers to in-services offered by both systems;
 - (d) Allow access by the child care to other spaces within the school as may be agreed upon;
 - (e) Encourage continuity between the child care service and the HSD kindergartens by sharing school readiness expectation.

- 3.2 The parties undertake to use their best efforts to achieve the purposes expressed in paragraph 3.1.

4 REPRESENTATIONS AND WARRANTIES OF THE CHILD CARE PROVIDER

- 4.1 The Child Care Provider represents and warrants to the Division that:
- (a) It is a valid and existing corporation or co-operative, duly incorporated under the laws of the Province of Manitoba, and shall continue to be a valid and existing corporation or co-operative during the currency of this Agreement;
 - (b) The execution, delivery and performance of this Agreement are within the proper

corporate power and capacities of the Child Care Provider and have been authorized by proper corporate proceedings;

- (c) It possesses, and shall continue to possess, all rights, interests, powers and expertise necessary to properly operate the Child Care Centre in accordance with the terms of this Agreement and to perform all of the obligations under this Agreement;
- (d) It possesses a valid license under the Act to operate and is not in breach of any provision of the Act or the regulations under the Act that would allow MANITOBA to terminate or suspend its license; and
- (e) There are no actions, suits or any legal proceedings pending or, to the knowledge of the Child Care Provider, threatened against or adversely affecting the Child Care Provider, which might materially affect the financial condition of the Child Care Provider.

4.2 The Child Care Provider declares that all representations and warranties set forth in this Agreement are and shall remain true in substance and in fact, and the Child Care Provider acknowledges that the Division has entered into this Agreement in reliance thereupon.

5 GRANT OF USE BY DIVISION TO CHILD CARE PROVIDER

5.1 The Division grants the Child Care Provider the following rights of use:

- (a) For exclusive use of the Child Care Centre during its operating hours without disturbance or interruption by the Division or the other occupants of the School; and
- (b) To use the School facilities in common with the other occupants of the School subject to reasonable rules and regulations as established by the Division and School.

5.2 The Division agrees that the rights of use granted under this section are in the nature of an irrevocable "license" meaning that the Child Care Provider may use the Child Care Centre without disturbance or interruption from the Division during its operating hours but subject to reasonable rules and regulations established by the Division.

6 OCCUPANCY COSTS

6.1 Subject to adjustment for utilities under 6.5, in exchange for the rights granted by this Agreement, the Child Care Provider shall pay to the Division, at the office of the Division an annual use fee calculated as follows:

square footage of Child Care Centre determined under 6.2	X	the Division's cost per square foot for Maintenance under all subcategories of FRAME Function 800 as described in Schedule A
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- 6.2 For the purpose of this Agreement, the square footage of the Child Care Centre shall be agreed upon by the parties or, if they cannot agree, determined by an architect or Manitoba Land Surveyor measured from the interior face of all walls or other delineating features (such as movable dividers) constituting the boundaries of Child Care Centre.
- 6.3 The use fee in paragraph 6.1 is payable by equal consecutive monthly installments in advance, on the 1st day of each month beginning on the 1st day of the month following the Possession Date and on continuing on the 1st day of each month thereafter for the term of this Agreement.
- 6.4 The use fee shall be determined based on the actual per square foot cost as reported by the Division in the FRAME Report for the period during which the Child Care Provider occupies the Child Care Centre. The Division may estimate the per square foot cost based upon its budget as submitted for purposes of the FRAME Report. The Division and the Child Care Provider shall adjust any overpayment or underpayment of annual use fee on the basis of actual per square foot cost reported in the FRAME Report as soon as the actual costs have been determined.
- 6.5 If the Child Care Centre is separately metered for any utility or utilities, the Child Care Centre shall pay all utility costs directly to the utility or utilities involved and the annual use fee payable under paragraph 6.1 shall be reduced by the amount of the utilities paid.
- 6.6 Any amounts payable by the Child Care Provider under this Agreement are subject to GST and any other form of sales, goods and services or value added tax imposed on, or collectible by the Division with respect to the amounts payable by the Child Care Provider to the Division under this License. If the Child Care Provider is exempt from payment of such taxes; it shall provide evidence of its exemption to the Division and shall indemnify for any claims that may arise against the Division for failure to collect such tax.

7 MANAGEMENT COMMITTEE

- 7.1 A Management Committee shall be established upon execution of this Agreement and in any event no later than thirty (30) days following execution thereof:
- (a) The membership of the Committee shall be:
- (1) two representatives from the Division, one selected from the School and one selected from the Division;
 - (2) one representative from the Child Care Centre; and
 - (3) one representative from MANITOBA.

The parties acknowledge that while MANITOBA is not a party to this Agreement, its representation on the Committee is valuable and essential and that they will not amend this Agreement to remove MANITOBA 's representative on the Committee

without its consent.

- (b) The Committee shall meet on a timely basis may be agreed by the parties.

7.2 The Committee shall:

- (a) review and approve any modifications to the Child Care Centre from time to time and monitor any renovation process;
- (b) establish reasonable operating rules and regulations that will allow the Child Care Centre to use the School facilities on terms compatible with the needs of the School;
- (c) take all reasonable steps to carry out the purpose of this Agreement; and
- (d) resolve any disputes between the parties.

7.3 Any dispute between the parties regarding the terms of use of the School and Child Care Centre or any other dispute regarding the implementation or interpretation of this Agreement shall be referred to the Committee for a determination.

7.4 If the Committee is unable to resolve the dispute to the satisfaction of all members of the Committee:

- (a) the Committee shall appoint an arbitrator acceptable to a majority of the members of the Committee. Each member of the Committee may nominate a person familiar with the operations of the School and the Child Care Centre to act as arbitrator and the arbitrator shall be that nominee who receives the support of the majority of the members of the Committee.
- (b) the matter in dispute shall be referred to the arbitrator for a decision; and
- (c) the decision of the arbitrator shall be final and binding on the parties.

8 OPERATING CONDITIONS

8.1 The Child Care Provider shall use the Child Care Centre solely for the operation of a child care centre as licensed pursuant to the Act and for no other purpose.

8.2 The Child Care Provider shall operate in compliance with the relevant by-laws, rules and regulations of the local municipality and any other authority having jurisdiction over the operation of the Child Care Centre or the School.

8.3 The Division agrees that the Child Care Provider may permit other community-based groups to utilize the Child Care Centre in accordance with all policies, regulations and guidelines of the Division pertaining to use of Division facilities.

- 8.4 The Child Care Provider shall not:
- (a) Disturb other occupants of the School;
 - (b) Allow any advertising, signing or promotional materials to be placed in or on the Child Care Centre, without the express written approval of the Division;
 - (c) Overload any utilities or services;
 - (d) Damage the Division's property;
 - (e) Alter the Child Care Centre, install any partitions or equipment or do any building work without the express written approval of the Division;
 - (f) Do anything that may invalidate the Division's insurance or increase the premiums payable by the Division or increase the risk of loss to the Division;
 - (g) Release any pollutants in the Child Care Centre or the School. For the purpose of this agreement, a pollutant is any substance that is hazardous to persons or property.
- 8.5 The Child Care Provider shall obtain, maintain and pay for all licenses or permits necessary for the lawful operation of the Child Care Centre during the term of this Agreement.
- 8.6 The Child Care Provider must comply with all of the Division's requirements for participation in emergency evacuation or security procedures and drills.
- 8.7 The Division may establish reasonable rules and regulations regarding use of the Child Care Centre and the School facilities provided that such rules and regulations do not conflict with the purpose of this Agreement as established in section 3.
- 8.8 The Child Care Provider must comply with the provisions of the Act including:
- (a) ensure that the Child care license is not terminated by the Licensing Authority;
 - (b) if the Child care license is suspended by the Licensing Authority, ensure the Division is immediately notified and that any and all actions are taken to reinstate the license; and
 - (c) forthwith comply with all licensing orders issued by the Licensing Authority.

9 MAINTENANCE OF CHILD CARE CENTRE

- 9.1 The Child Care Provider shall, at its sole cost:
- (a) Keep the Child Care Centre in a clean and sanitary condition free from flammable materials to allow the Division to provide the custodial services under 9.2;

- (b) Not commit waste or damage the Child Care Centre; and
- (c) Allow a person or persons on behalf of the Division to enter the Child Care Centre at all reasonable times to examine the state of repair.

9.2 The Division shall:

- (a) Keep the Child Care Centre and the School in good repair and condition except for reasonable wear and tear;
- (b) Provide all utilities (excluding telephone and Internet services), custodial services and other services to the Child Care Centre consistent with the level of services provided generally to the School; and
- (c) Repair any damage to the Child Care Centre, no matter how the damage may be caused.
- (d) Provide all daily and seasonal cleaning and regular maintenance outside the normal operating hours of the Child Care Centre.

9.3 If there is damage to the Child Care Centre or damage to the School or the supply of services essential to the operation of the Child Care Centre:

- (a) the use fee shall abate beginning on the date of damage and continuing until the Child Care Centre is reasonably fit for use and occupancy. If part of the Child Care Centre may still be used to carry on child care services, the use fee shall abate in proportion to the square footage that is not usable; and
- (b) unless this Agreement is terminated under the provisions of paragraph 9.4, the Division shall repair the damage with all due diligence.

9.4 The Division or the Child Care Centre may terminate this Agreement if:

- (a) the School is damaged by any cause and, in the reasonable opinion of the parties, cannot be repaired or rebuilt within 180 days after the occurrence of the damage; or
- (b) the Child Care Centre is damaged by any cause and the damage is such that the Child Care Centre is not reasonably capable of use by the Child Care Provider and, in the reasonable opinion of the parties, cannot be repaired or rebuilt within 180 days after the occurrence of the damage.

9.5 If the parties cannot agree whether the damage can be repaired within 180 days, the matter shall be referred to an architect qualified to practise and practising in the Province of Manitoba for a determination and the opinion of the architect shall be final and binding.

- 9.6 If this agreement is terminated under 9.4, the Division is not required to repair and the Child Care Provider will deliver up possession of the Child Care Centre with reasonable speed, but no later than 30 days following notice of termination.

10 INDEMNIFICATION

- 10.1 The Child Care Provider and the School shall each use due care in the performance of its obligations under this Agreement to ensure that no person is injured, no property is damaged or lost and no rights are infringed.
- 10.2 The Child Care Provider shall be solely responsible for and shall save harmless and indemnify the Division, its officers, employees and agents, from and against all claims, liabilities and demands of any kind with respect to any injury to persons (including, without limitation, death), damage or loss to property, economic loss or infringement of rights caused by, or arising directly or indirectly from:
- (a) The performance or breach of any term or condition of this Agreement or of any contract with a third party by the Child Care Provider or any officer, employee, agent or contractor of the Child Care Provider;
 - (b) Any activities related to the operation of the Child Care Centre; and
 - (b) Any omission or wrongful or negligent act of the Child Care Provider, or of any officer, employee, agent or contractor of the Child Care Provider;

except to the extent that such claims arise, directly or indirectly, from any willful or negligent act or omission of the Division and its officers, employees or agents.

- 10.3 The Division shall be solely responsible for and shall save harmless and indemnify the Child Care Provider, its officers, employees and agents, from and against all claims, liabilities and demands of any kind with respect to any injury to persons (including, without limitation, death), damage or loss to property, economic loss or infringement of rights caused by, or arising directly or indirectly from:
- (a) The performance or breach of any term or condition of this Agreement or of any contract with a third party by the Division or any officer, employee, agent or contractor of the Division;
 - (b) The on-going operation, maintenance or repair of the Child Care Centre and the School and any activities related to the operation of the School; and
 - (c) Any omission or wrongful or negligent act of the Division, or of any officer, employee, agent or contractor of the Division;

except to the extent that such claims arise, directly or indirectly, from any willful or negligent act or omission of the Child Care Provider and its officers, employees or agents.

11 INSURANCE

- 11.1 The Child Care Provider shall, in addition to any insurance required to be provided by the Child Care Provider pursuant to any applicable statute, regulation, by-law, or order:
- (a) Maintain all risks property insurance on all property and assets of the Child Care Provider; and
 - (b) Obtain and maintain public liability and property damage insurance in an amount not less than TWO million Dollars (\$2,000,000) against claims for personal injury, death or damage to property arising out of any of the operations of the Child Care Provider under this Agreement, or as a result of any of the acts or omissions of the Child Care Provider or any of its employees.
- Such insurance shall provide coverage for the Child Care Centre and its operations, blanket contractual, extended bodily injury, broad form property damage and non-owned automobile liability.
- 11.2 All insurance arranged by the Child Care Provider shall be in a form satisfactory to the Division and shall name the Division, its officers, employees and agents as additional insureds, including cross-liability, with respect to operations performed under the Agreement and contain a clause which states that the insurer will not cancel, materially alter or cause the policy to lapse without giving thirty (30) days prior notice in writing to the Division.
- 11.3 The Division shall carry the following insurance throughout the Term of this Agreement:
- (a) Against loss or damage to the School by fire and other perils generally included in so called "Extended Coverage Endorsement" and such other perils which in the reasonable opinion of the Division should be insured against, but to limits not exceeding the replacement cost thereof; and
 - (b) Public liability insurance against damage or loss by reason (or on account) of bodily injuries to or the death of any person or the destruction of or damage to the property of any person occurring on or about the School to such limits as the Division may from time to time reasonably determine.
- 11.4 All insurance arranged by the Division shall be in a form satisfactory to the Child Care Provider and shall name the Child Care Provider, its officers, employees and agents as additional insureds, including cross-liability, with respect to operations performed under the Agreement and contain a clause which states that the insurer will not cancel, materially alter or cause the policy to lapse without giving thirty (30) days prior notice in writing to the Child Care Provider.
- 11.5 The Child Care Provider and the Division shall provide satisfactory evidence of insurance to each other no later than the Possession Date.

- 11.6 The Division and Child Care Provider shall each cause any insurance policy obtained by it pursuant to this Agreement to contain a waiver of subrogation clause in favour of the Division or Child Care Provider, as the case may be.

12 TERMINATION

- 12.1 The Child Care Provider is in breach of and in default under this Agreement if at any time:
- (a) The Child Care Provider becomes, or is about to become, bankrupt or insolvent, goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors; or
 - (b) An order is made or resolution is passed for the dissolution or winding-up of the Child Care Provider or it is otherwise likely to lose its corporate status; or
 - (c) The Child Care Provider ceases to operate the Child Care Centre; or
 - (d) Any representation or warranty made by the Child Care Provider is false or misleading in any respect; or
 - (e) The license of the Child Care Provider issued under the Act is revoked or suspended.
- 12.2 Upon default by the Child Care Provider, the Division may give notice to the Child Care Provider with particulars of the alleged default and must give a copy of any notice issued to the Child Care Provider and to MANITOBA.
- 12.3 If the Child Care Provider, on receiving notice in writing from the Division of the breach, default or failure:
- (a) Fails to remedy the breach, default or failure to the satisfaction of the Division within ten (10) business days of receiving the notice; or
 - (b) If the breach, default or failure is such that it cannot be remedied within ten (10) business days, fails to provide to the Division within ten (10) business days of receiving the notice a plan, acceptable to the Division, for remedying the breach, default or failure within a reasonable period.

the Division may immediately terminate this Agreement by giving notice in writing, effective on receipt of the notice.

- 12.4 Upon notice of termination of this Agreement being provided by the Division to the Child Care Provider, the Child Care Provider shall cease to operate the Child Care Centre.
- 12.5 Upon termination of this Agreement by the Division under paragraph 12.3, the Division shall, at the request of MANITOBA, enter into an Agreement on the same terms and conditions with a replacement child care provider named by MANITOBA.

13 ASSIGNMENT OF AGREEMENT

- 13.1 The Child Care Provider shall not assign or transfer this Agreement or any of the rights or obligations under this Agreement except to a child care provider licensed under the Act and approved by MANITOBA.
- 13.2 This Agreement shall be binding upon the successors of the parties and the permitted assigns of the Child Care Provider.

14 NOTICES

- 14.1 Any notice or other communication under this Agreement shall be in writing and shall be delivered personally or sent by registered mail, postage prepaid, or by way of facsimile transmission, or electronic mail as follows:
- (a) To the Child Care Provider:
91 Parkland Drive
Steinbach, Manitoba R5G 2Z5
 - (b) To the Division:
Hanover School Division
5 Chrysler Gate
Steinbach, Manitoba R5G 0E2
 - (c) To MANITOBA
Director, Early Learning and Child Care Department
of Family Services and Consumer Affairs
219-114 Garry Street
Winnipeg, Manitoba R3C 4V6
- 14.2 Any notice or communication:
- (a) Delivered personally, shall be deemed to have been received on the date of the personal delivery, or
 - (b) Sent by registered mail, shall be deemed to have been received on the third business day following the date of mailing; or
 - (c) Sent by facsimile transmission, shall be deemed to have been received on the next business day following the date of the transmittal notice.
 - (d) Sent by electronic mail Transmission, shall be deemed to have been received on the next business day following the date of the transmittal notice.

14.3 If mail service is disrupted by labour controversy, the notice or communication shall be delivered personally or by way of facsimile transmission.

15 GENERAL

15.1 Where a party to this Agreement has been given the right to approve or not approve any matter or thing under this Agreement, the party shall act reasonably in the exercise of that right.

15.2 Those sections containing obligations that by their very nature are intended to survive the termination or expiration of this Agreement shall survive.

15.3 Nothing in this Agreement makes or shall be construed to make the Child Care Provider an agent of, or partner with, MANITOBA or the Division or authorizes the Child Care Provider to contract for, or incur any obligation on behalf of, MANITOBA or the Division.

15.4 Time shall be of the essence of this Agreement.

15.5 No amendment or change to, or modification of, this Agreement shall be valid unless it is in writing and signed by the parties.

15.6 Any waiver by one party of any failure, default or breach by another party under this Agreement shall not be effective unless given in writing by an authorized person of the party or parties not in default and shall not constitute a subsequent waiver of a similar or of any other failure, default or breach.

15.7 If any provision of this Agreement is for any reason invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the parties as though the invalid provision had never been included in this Agreement.

15.8 The Child Care Provider shall ensure that no undisclosed conflict of interest or potential or foreseeable conflict of interest exists between the personal interests of its directors and officers and the performance of the Child Care Provider's obligations under this Agreement.

15.9 The following schedules form an integral part of this Agreement:

A FRAME Function 800 – Description of Costs for Operations and Maintenance

B FRAME Report ANALYSIS OF OPERATIONS AND MAINTENANCE EXPENDITURES FOR SCHOOL BUILDINGS OPERATING FUND ACTUAL

15.10 This document and the attached Schedules contain the entire agreement between the Parties. There are no undertakings, representations, or promises, express or implied, other than those contained in this Agreement.

15.11 If there is any conflict between the main body of this Agreement and the Schedules, the main body of this Agreement shall prevail

15.12 This Agreement shall be interpreted, performed and enforced in accordance with the laws of Manitoba.

THIS AGREEMENT has been executed on behalf of the **Hanover School Division** by its authorized representatives and on behalf of the _____ **Childcare Centre** by its authorized representatives.

Signed in the presence of:

HANOVER SCHOOL DIVISION

Witness

Per: _____

Title: Secretary-Treasurer

Name: _____

Witness

Per: _____

Title: Board Chairperson

Name: _____

Signed in the presence of:

_____ **Childcare Centre**

Witness

Per: _____

Title: Board Chairperson

Name: _____

Witness

Per: _____

Title: Board Vice-Chairperson

Name: _____