



Canadian Heritage Patrimoine canadien

62B

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VOL 1

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INTERGOVERNMENTAL COOPERATION -
ALBERTA

SCHOOL GOVERNANCE; GENERAL

COOPÉRATION INTERGOUVERNMENTALE -
ALBERTA

GESTION SCOLAIRE; GÉNÉRALITÉS

SUB-AGREEMENT - SCHOOL GOVERNANCE,
FRENCH PROGRAMS, AND BURSARIES

SOUS-ENTENTE - LA GESTION SCOLAIRE,
LES PROGRAMMES EN FRANÇAIS ET LES
BOURSES



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VOL 1



Government
of Canada

Gouvernement
du Canada

CLOSED VOLUME VOLUME COMPLET

DATED FROM
À COMPTER DU

2000-01-30

TO
JUSQU'AU

2001-02-14

AFFIX TO TOP OF FILE - À METTRE SUR LE DOSSIER

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FILE NO. - DOSSIER N°

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VOLUME

2

NOTE

À l'attention de :

De : Barbara Perron

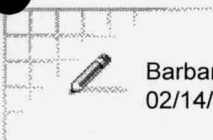
Objet : Entente Canada-Alberta : La Gestion scolaire, les programmes en français et les bourses

Date :

Volume 1

- ONGLET 27 :** Ébauche 4 et commentaires
- ONGLET 28 :** Ébauche 3 (janvier 2001) et commentaires
- ONGLET 29 :** Ébauche 2 (décembre 2000) et commentaires
- ONGLET 30 :** Ébauche (novembre 2000) et commentaires
- ONGLET 31 :** Ébauche (octobre 2000) et commentaires

NOTE : Le plan d'action, qui inclut les détails pour les fonds réguliers et les mesures spéciales, se trouve dans le dossier de l'Entente Canada-Alberta - L'enseignement dans la langue de la minorité et l'enseignement dans la langue seconde.



Barbara Perron
02/14/2001 10:08 AM

To: Gerard.Bissonnette@gov.ab.ca, Raymond.Lamoureux@gov.ab.ca,
cc:
Subject: Agreements

Please find attached the revised versions, in both French and English, of the Special Agreement and the Centralta Agreement. They are in Rich Text Format so I am hoping that you'll be able to open them in whatever program that you use. Please let me know if you are unable to. I have sent the bilateral agreement by fax as I am unable to convert it into Rich Text Format.

For the Special Agreement, you will note that I have made changes to Clause 3.5 as per our teleconference with the note that Canadian Heritage will review once the documentation about the Funding Manual has been received and reviewed. Other changes made include Clause 8.3 (discussed at the teleconference), Clause 9.2 (for your review), Clause 15.1 in English only (for your review) and Clause 1.1 (b) of Schedule 1 (as discussed at the teleconference).

For the Centralta Agreement, I reviewed the tables at the end and I have changed the English to reflect the French as the English referred to 1999-2000 but the agreement is for 2000-2002. Could you please review and let me know if there should be any changes. For example, did WED provide funding in 1999-2000 or 2000-2001? Your assistance on this would be greatly appreciated.

With regard to the draft detailed activity report, there are a few changes that Canadian Heritage would like to make but it should be ready early next week at which time I will send it to you.

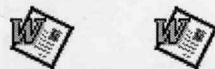
Yesterday, I sent to you by e-mail Canadian Heritage's comments regarding the Preface. I hope that you have received them.

If you have any questions or need to discuss anything, please do not hesitate to contact me.

Barbara



Special Measures Agreement draft4eng.rt draft4fr.rtf



Centralta Agreement draft4eng.rt draft4fr.rtf

February 13, 2001

DRAFT 4

**CANADA - ALBERTA SPECIAL AGREEMENT
ON INVESTMENT MEASURES FOR
QUALITY EDUCATION IN THE LANGUAGE OF THE MINORITY**

CANADA - ALBERTA SPECIAL AGREEMENT ON INVESTMENT MEASURES FOR QUALITY OF MINORITY-LANGUAGE EDUCATION

THIS SPECIAL AGREEMENT was been concluded in English and in French on this _____ day of _____, 2001.

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, hereinafter referred to as "Canada", represented by the Minister of Canadian Heritage,

AND: **HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA**, hereinafter referred to as "Alberta", represented by the Minister of Learning of Alberta,

WHEREAS the *Canadian Constitution*, and more particularly the *Canadian Charter of Rights and Freedoms*, as well as the *Official Languages Act*, recognize that French and English are the official languages of Canada and Canada recognizes its responsibilities and undertakings with respect to those languages;

WHEREAS education is within the jurisdiction of the province and Alberta determines the objectives, defines the content and establishes and evaluates the priorities of its minority-language educational programs;

WHEREAS section 23 of the *Canadian Charter of Rights and Freedoms* recognizes the right of Canadians belonging to the French-language or English-language minority in a province or territory to have their children educated in their own language where numbers warrant in facilities owned by the minority;

WHEREAS the Legislative Assembly of Alberta has legislated the *School Amendment Act, 1993* which provides for the implementation of Francophone school governance;

WHEREAS the Minister of Canadian Heritage is instructed, in accordance with the *Official Languages Act*, to encourage and assist provincial and territorial governments to offer members of the official language minority communities education in their own language;

WHEREAS Canada and Alberta have previously implemented a Special Agreement that resulted in the establishment of Francophone school governance in Alberta;
supported

WHEREAS Canada has approved a new series of Special Measures designed to further its investment in the quality of the educational programs in the language of the minority, to consolidate the network of post-secondary institutions, ~~and to promote the learning of the second language;~~

NOW THEREFORE, this Special Agreement witnesses that the parties hereto agree as follows:

1. PURPOSE OF THE SPECIAL AGREEMENT

- 1.1 The purpose of this Special Agreement is to establish a framework for cooperation between Canada and Alberta for the purpose of furthering investment in the quality of the education programs in the minority language, pursuant to the Alberta Action Plan appearing in Schedule 2.

2. PURPOSE OF THE CONTRIBUTION

2.1 Subject to the provisions of clause 3.1 of this Special Agreement, Canada agrees to contribute to the additional expenses incurred by Alberta in order to achieve the objectives related to French-language school governance and French post-secondary education described in its Action Plan, including support for:

(i) Francophone authorities in the areas of sparsity and distance of students, school plant operations and maintenance, central administration, special needs assessment and services, francisation and urban transportation;

(ii) the expansion of Francophone governance in southern Alberta and the provision of teaching/learning resources and evaluation services in French first language programs;

(iii) the expansion of the number of programs and services offered by the Faculté Saint-Jean, ~~and the University of Calgary~~; and

(iv) an increase in bursaries for full-time post-secondary studies in French in Alberta or elsewhere in Canada.

2.2 The Alberta Action Plan appearing in Schedule 2 to this Agreement includes a more detailed description of the activities that are to be undertaken, Alberta's desired outcomes and performance indicators, as well as a proposed breakdown of the respective contributions of Canada and Alberta.

3. CONTRIBUTIONS OF CANADA AND ALBERTA

3.1 Subject to the appropriation of funds by Parliament, the maintenance of the current and forecasted budgetary levels for the Official Languages in Education Program and the terms and conditions of this Special Agreement, Canada agrees to contribute to the eligible expenditures made by Alberta for the implementation of its Action Plan (Schedule 2) for the purposes described in clause 2, the lesser of ten million seven hundred thousand dollars (\$10,700,000), of which \$2,800,000 was approved for 1999-2000, and 50 per cent of the total eligible expenditures made by Alberta, which are allocated for distribution as follows:

2000-2001	\$ 2,200,000
2001-2002	\$ 1,708,000
2002-2003	\$ 1,992,000
2003-2004	\$ 2,000,000

3.2 Canada and Alberta recognize that Canada's contribution provided in a particular fiscal year shall be paid to support activities that are implemented during the provincial school year.

3.3 The above contributions shall be in addition to Canada's contributions under the *Canada-Alberta Agreement for Minority-Language Education and Second-Language Instruction 2000-01 to 2002-03* or any similar agreement between Canada and Alberta in connection with French-language education.

- 3.4 Subject to the appropriation of funds by the Legislative Assembly of Alberta and the continuation of the current and forecasted budgetary levels for the Department of Learning, Alberta agrees to contribute to the eligible expenditures under the approved Action Plan (described in Schedule 2), in accordance with the following schedule, at a minimum. As well, Alberta approved a contribution of \$3,005,175 for 1999-2000.

Fiscal year	
2000-2001	\$4,348,575
2001-2002	\$4,588,000
2002-2003	\$4,855,000
2003-2004	\$5,156,150

which details Alberta's minimum contribution

basic support provided all Albertan students

- 3.5 Alberta's funds which qualify for cost-sharing under this agreement will be in addition to the funds normally granted in the context of the provincial Funding Manual for School Authorities before modifications implemented in 1999-2000 (Canadian Heritage will review this addition once documentation has been received) and the regular increases pertaining thereto.

- 3.6 Alberta's contribution shall be in addition to its contributions under the *Canada-Alberta Agreement for Minority-Language Education and Second-Language Instruction 2000-01 to 2002-03* or any other similar agreement between Canada and Alberta in connection with French-language education.

- 3.7 Canada and Alberta agree that an amount of one million nine hundred thousand dollars (\$1,900,000) will be used for Francophone minority governance and French post-secondary education over a period of four years from the regular funding of the Official Languages in Education Program, subject to the maintenance and renewal of the Official Languages in Education Program and of its current and forecasted budgetary levels until March 31, 2004. This will bring the total federal contribution to twelve million six hundred thousand dollars (\$12,600,000). It is understood that this amount is in addition to the guaranteed funding for Alberta identified in the *Protocol for Agreement for Minority-Language Education and Second-Language Instruction 1998-99 to 2002-2003*.

as well as the guaranteed funding for AL in the renewal of OLEP in the

- 3.8 The administrative terms and conditions governing the payment of Canada's contribution under this Special Agreement are in Schedule 1 to this Special Agreement.

2003-04 fiscal year

4. ELIGIBLE EXPENDITURES

- 4.1 For the purpose of this Agreement, the eligible expenditures for each activity listed in Clause 2.1 may include, among others, salaries and benefits, professional fees, administrative fees, and costs associated with purchasing or renting essential material and equipment, with producing and acquiring pedagogical materials and with training.

5. BUDGET AND APPROVED ACTIVITIES

- 5.1 Canada and Alberta agree that the contributions referred to in Clause 3 apply only to the activities described in the Alberta Action Plan (Schedule 2), in accordance with the federal and provincial budgetary breakdowns provided for in this Agreement.

PUBLIC INFORMATION

- 6.1 Canada and Alberta agree that the text of this Special Agreement and the Schedules thereto shall be made available to all provincial and territorial governments and to the public.
- 6.2 Alberta shall make public an annual report on the activities carried out and the results achieved as part of its Action Plan (Schedule 2). This report shall be made public in conjunction with the annual report referred to in Clause 1.3 of Schedule A to the *Canada-Alberta Agreement for Minority-Language Education and Second-Language Instruction 2000-01 to 2002-03*.
- 6.3 Alberta shall provide the information referred to in Clause 6.2 of this Agreement in the manner it considers to be most appropriate to its particular circumstances. If there is a need, in the opinion of Canada or Alberta, to clarify the information provided, Canada and Alberta will hold discussions to do so and to review the pertinence of such information to the needs of Canada.
- 6.4 Alberta agrees to give recognition of Canada's participation when conducting publicity for all programs and activities for which financial assistance was provided by Canada under this Agreement.

7. DURATION

- 7.1 This Special Agreement between Alberta and Canada is valid for the period commencing April 1, 2000 and ending March 31, 2004, and all of the contributions to be paid by Canada pursuant to the present provisions shall cover only the activities carried out and the expenditures made by Alberta during the said period in terms of Alberta's Action Plan.

8. AMENDMENT

- 8.1 The parties may, by mutual agreement in writing, amend this Special Agreement or terminate it during the term of the Agreement.
- 8.2 Either party may terminate this Agreement at the end of any fiscal year by giving notice in writing to the other party at least one full fiscal year in advance.
- 8.3 Upon receipt of such a notice as described in Clause 8.2:
 - (a) no new measure shall be undertaken; and
 - (b) the existing measures shall terminate as of the date provided for in this notice and no payment shall be made by Canada for expenditures incurred after the date of expiration of this Agreement.

9. EVALUATION

- 9.1 The parties shall meet annually, if necessary, to review progress made under this Special Agreement. They may agree to invite the representatives of the Francophone School Boards to participate in this meeting.

- 9.2 Alberta agrees to provide to Canada a final detailed report on the progress made on the activities undertaken within the framework of its action plan (Schedule 2), ~~including an evaluation of the results achieved~~. This report should be submitted by December 31, 2004 at the latest.
- And*

10. CONSULTATIONS

- 10.1 Alberta will continue to consult, where deemed necessary, interested groups and associations, in particular the Francophone school boards, in relation to the educational programs envisaged under this Special Agreement. Canada, within its field of jurisdiction, proposes to consult the interested associations and groups concerning the programs established under this Special Agreement.

11. PARTNERSHIP

- 11.1 The parties acknowledge that this Special Agreement does not constitute an association for the purpose of forming a partnership or joint venture, nor does it create any agency relationship between Canada and Alberta.

12. MEMBERS OF THE HOUSE OF COMMONS, THE SENATE AND THE LEGISLATIVE ASSEMBLY OF ALBERTA

- 12.1 No member of the House of Commons, the Senate or the Legislative Assembly of Alberta may be admitted to any share or part of this Agreement or to any benefit arising therefrom.

13. OFFICIALS AND EMPLOYEES OF THE GOVERNMENT

- 13.1 No official or employee of Canada may be admitted to any share or part of this Agreement or to any benefit arising therefrom without the consent in writing of the Minister to whom the official or employee reports.

14. LIABILITY OF CANADA

- 14.1 Canada is not liable for any injury, including fatal injury, or material damage suffered by Alberta or anyone else as a result of the implementation of this Agreement by Alberta unless such injuries or damages are attributable to the fault of an employee or agent of Canada in the course of his or her duties.

15. INDEMNIFICATION

- 15.1 Alberta shall indemnify Canada and the Minister of Canadian Heritage and their servants or agents and release them from any liability for and against all claims, losses, damages, costs and expenses related to any injury or death of a person, or loss or damage to property caused or alleged to be caused by Alberta or its servants or agents in carrying out the activities described in this Agreement.

16. COMMUNICATIONS

- 16.1 Any notice concerning this Special Agreement intended for Canada shall be sent by mail to the following address:

The Minister of Canadian Heritage
Canadian Heritage
Ottawa, Ontario
K1A 0M5

- 16.2 Any notice concerning this Special Agreement intended for Alberta shall be sent by mail to the following address:

The Minister of Learning
Government of Alberta
Legislative Building, Room 227
Edmonton, Alberta
T5K 2B6

- 16.3 Any notice sent in this way shall be deemed to have been received after the time required for a letter to reach its destination under normal circumstances.

17. SCHEDULES

- 17.1 The schedules attached hereto are an integral part of this Special Agreement:

Schedule 1 - Administrative Procedures and Terms;
Schedule 2 - Alberta Action Plan.



IN WITNESS WHEREOF, the parties have executed this Special Agreement on the date inscribed on the first page.

ON BEHALF OF CANADA

ON BEHALF OF ALBERTA

Minister of Canadian Heritage

Minister of Learning

Witness

Witness

Approved pursuant to the
Government Organization Act

Minister of International and
Intergovernmental Relations

Witness

SCHEDULE 1

CANADA-ALBERTA SPECIAL AGREEMENT FOR THE DEVELOPMENT OF FRANCOPHONE MINORITY EDUCATION

ADMINISTRATIVE PROCEDURES AND TERMS

1. PAYMENT

1.1 In each fiscal year, Canada agrees to pay to Alberta the contribution referred to in clause 3 of this Special Agreement, as follows:

- (a) in the first fiscal year, an initial payment representing about one half (50 per cent) of Canada's contribution, following the signing of this Special Agreement;
- (b) in each subsequent fiscal year, the initial payment representing about one half (50 per cent) of Canada's contribution for that year will be made subject to the receipt and acceptance of an updated Action Plan, where necessary, and subject to fulfilment of the terms outlined in 1.1 (c);
- (c) in each fiscal year of this Special Agreement, the second payment, which shall not exceed the balance of Canada's contribution for that year, shall be paid following receipt and acceptance:
 - (i) of a final certified financial statement in relation to Canada's contribution to Alberta for the preceding year, except for the first year of the Agreement;
 - (ii) of an interim certified financial statement demonstrating the actual expenditures made by Alberta during the period ending January 31 of the current year and the anticipated expenditures to the end of the provincial school year;
 - (iii) of a detailed report on the activities conducted under the Action Plan (Schedule 2) in the preceding year, except for the first year of the Agreement.

1.2 In addition to the financial statements referred to in clause 1.1 of this Schedule, a final certified financial statement demonstrating the actual expenditures made by Alberta during the fiscal year ending March 31, 2004 shall be presented to Canada no later than nine months following the end of that fiscal year, i.e. December 31, 2004.

1.3 The amount payable by Canada to Alberta pursuant to this Special Agreement shall be paid within a period of approximately thirty (30) business days following the receipt of the documents referred to in clause 1.1 of this Schedule, provided that the information presented in the said documents is consistent with the terms and conditions of this Special Agreement and that Alberta has responded to any questions raised by Canada, where applicable.

for post-secondary
and the school
calendar year for
K-12

K-12
and the
fiscal
year
for
P.S.
prov. school

SCHEDULE 1

2. TRANSFERS

- Let's see* *activities of the Protocol for Agreement*
- 2.1 Alberta may transfer funds among the objectives of the Action Plan with the authorization in writing of Canada. Alberta shall present the appropriate request to Canada before February 15 of the fiscal year in question.

3. CERTIFIED FINANCIAL STATEMENTS AND ACTIVITY REPORTS

- 3.1 For the purposes of this Special Agreement, Alberta will present financial statements to Canada, certified by a senior program officer and a senior financial officer, who shall be duly authorized by Alberta and agreed to by Canada.
- 3.2 For the purposes of this Special Agreement, the financial statements referred to in clause 1 of this Schedule are detailed statements of all expenditures made by Alberta in regard to the activities funded within the framework of this Special Agreement. These financial statements shall be presented in a way that is consistent with the budget of the Action Plan.
- 3.3 The activity reports referred to in Clause 1 of this Schedule shall contain a detailed description of the activities referred to in the Alberta Action Plan (Schedule 2).

4. OVERPAYMENT

- 4.1 Should the payments made to Alberta pursuant to this Special Agreement exceed the amounts to which Alberta is entitled, the excess amount shall be returned to Canada. Should the excess amount not be returned, Canada may deduct an equivalent amount from its subsequent contributions to Alberta.

5. FINANCIAL AUDIT

- 5.1 Canada reserves the right to audit Alberta's accounts and records pertaining to the provisions of this Special Agreement, or to have them audited, for the purpose of ensuring that these provisions are being fulfilled, and Alberta agrees to make available to the auditors any book, record or information they may require. The scope and extent of the financial audits, and the time selected to perform them, shall be established by Canada and, where applicable, these audits may be conducted by officials of the Department of Canadian Heritage or their agents.
- 5.2 Canada agrees to inform Alberta of the results of any financial audit and to pay Alberta, as soon as possible after the audit, any monies that the audit may show to be then due and owing to Alberta. Alberta agrees to pay to Canada, on being informed of the results of such financial audit, any monies that the audit may show to be due and owing to Canada.

SCHEDULE 2

ALBERTA'S ACTION PLAN

13 février 2001

ÉBAUCHE 4

**ENTENTE SPÉCIALE CANADA - ALBERTA
SUR DES MESURES D'INVESTISSEMENT RELATIVES À
LA QUALITÉ DE L'ENSEIGNEMENT DANS LA LANGUE DE LA MINORITÉ**

**ENTENTE SPÉCIALE CANADA - ALBERTA
SUR DES MESURES D'INVESTISSEMENT RELATIVES À
LA QUALITÉ DE L'ENSEIGNEMENT DANS LA LANGUE
DE LA MINORITÉ**

LA PRÉSENTE ENTENTE SPÉCIALE a été conclue en français et en anglais ce
_____ jour de _____ 2001.

ENTRE : **SA MAJESTÉ LA REINE DU CHEF DU CANADA**, ci-après
appelée le «Canada», représentée par la ministre du Patrimoine
canadien,

ET : **SA MAJESTÉ LA REINE DE L'ALBERTA**, ci-après appelée
« Alberta », représentée par le ministre de l'Apprentissage de
l'Alberta,

ATTENDU QUE la *Constitution du Canada* et plus particulièrement la *Charte canadienne des droits et libertés* ainsi que la *Loi sur les langues officielles* reconnaissent que le français et l'anglais sont les langues officielles du Canada et que le Canada reconnaît ses responsabilités et engagement envers celles-ci;

ATTENDU QUE l'éducation est du ressort de la province et que l'Alberta détermine les objectifs, définit les contenus, et fixe et évalue les priorités de ses programmes d'enseignement dans la langue de la minorité;

ATTENDU QUE l'article 23 de la *Charte canadienne des droits et libertés* reconnaît le droit des Canadiens et Canadiennes appartenant à la minorité de langue française ou de langue anglaise dans une province ou territoire de faire instruire leurs enfants dans leur propre langue là où le nombre le justifie dans les installations dont la minorité est propriétaire;

ATTENDU QUE l'Assemblée législative de l'Alberta a adopté la *Loi sur l'éducation*, 1993 permettant la mise en oeuvre de la gestion scolaire en français;

ATTENDU QUE la Ministre du Patrimoine canadien est chargée, conformément à la *Loi sur les langues officielles*, d'encourager et d'aider les gouvernements provinciaux et territoriaux à offrir aux membres des communautés minoritaires de langue officielle l'instruction dans leur propre langue;

ATTENDU QUE le Canada et l'Alberta ont antérieurement mis en oeuvre une Entente spéciale qui a mené à l'établissement de la gestion scolaire en français en Alberta;

ATTENDU QUE le Canada a approuvé une nouvelle série de mesures spéciales destinées investir davantage dans la qualité des programmes d'enseignement dans la langue de la minorité, à consolider le réseau d'institutions postsecondaires et à promouvoir l'apprentissage de la langue seconde;

EN CONSÉQUENCE, la présente Entente spéciale atteste que les parties aux présentes conviennent de ce qui suit :

OBJET DE L'ENTENTE SPÉCIALE

- 1.1 La présente Entente spéciale a pour objet d'établir un cadre de collaboration entre le Canada et l'Alberta en vue d'investir davantage dans la qualité des programmes d'enseignement dans la langue de la minorité, conformément au plan d'action de l'Alberta figurant à l'Annexe 2.

2. OBJET DE LA CONTRIBUTION

- 2.1 Sous réserve des dispositions de l'article 3.1 de la présente Entente spéciale, le Canada s'engage à contribuer aux dépenses supplémentaires encourues par l'Alberta pour réaliser les objectifs en matière de gestion des écoles françaises et d'enseignement postsecondaire en français décrits dans son plan d'action, notamment le soutien pour:

- i) les autorités francophones en ce qui concerne le nombre peu élevé et la distance des étudiants, les opérations et l'entretien des écoles, l'administration centrale, les évaluations et les services pour l'enseignement à l'enfance en difficulté, la francisation et le transport urbain;
- ii) la mise en place de la gestion scolaire francophone dans le sud de l'Alberta et l'offre de ressources pédagogiques et d'apprentissage, ainsi que l'offre de services d'évaluation pour les programmes de français langue première;
- iii) l'accroissement du nombre de programmes et de services offerts par la Faculté Saint-Jean et l'Université de Calgary;
- iv) l'accroissement du nombre de bourses pour les étudiants du postsecondaire qui étudient en français en Alberta ou ailleurs au Canada.

- 2.2 Le plan d'action de l'Alberta qui figure à l'Annexe 2 de la présente Entente comprend une description plus détaillée des activités à entreprendre, des résultats visés et des indicateurs de rendement de l'Alberta ainsi qu'une ventilation proposée de la contribution du Canada et de celle de l'Alberta.

3. CONTRIBUTIONS DU CANADA ET DE L'ALBERTA

- 3.1 Sous réserve de l'affectation des crédits par le Parlement, du maintien des niveaux budgétaires courants et prévus du Programme des langues officielles dans l'enseignement et des modalités et conditions de la présente Entente spéciale, le Canada s'engage à contribuer aux dépenses admissibles faites par l'Alberta pour la mise en oeuvre de son plan d'action (Annexe 2) aux fins décrites à l'article 2, le moins de 10 millions sept cent mille dollars (10 700 000 \$), dont 2 800 000 \$ ont été approuvés pour 1999-2000, et 50 p. 100 du total des dépenses admissibles faites par l'Alberta, prévu à être réparti comme suit :

Année financière

2000-2001 :	2 200 000 \$
2001-2002 :	1 708 000 \$
2002-2003 :	1 992 000 \$
2003-2004 :	2 000 000 \$

- 3.2 Le Canada et l'Alberta reconnaissent que la contribution du Canada offerte au cours d'un exercice financier donné sera versée à l'appui des activités qui seront réalisées au cours de l'année scolaire provinciale.
- 3.3 La contribution prévue doit également être en sus des contributions du Canada en vertu de l'*Entente Canada-Alberta relative à l'enseignement dans la langue de la minorité et à l'enseignement de la langue seconde* ou de toute autre entente semblable entre le Canada et l'Alberta au titre de l'enseignement en français.
- 3.4 Sous réserve de l'affectation des crédits par l'Assemblée législative de l'Alberta et du maintien des niveaux budgétaires courants et prévus du ministère de l'Apprentissage, l'Alberta s'engage à contribuer aux dépenses admissibles en vertu du Plan d'action approuvé (décrit à l'Annexe 2), selon l'échéancier suivant à un minimum. De plus, l'Alberta a approuvé une contribution de 3 005 175 \$ pour 1999-2000.

Année financière

2000-2001 :	4 348 575 \$
2001-2002 :	4 588 000 \$
2002-2003 :	4 855 000 \$
2003-2004 :	5 156 150 \$

- 3.5 Les fonds de l'Alberta, qui sont admissibles au partage de frais en vertu de la présente Entente, sont en sus des fonds normalement octroyés dans le cadre du "Funding Manual for School Authorities" de la province avant les modifications de 1999-2000 (Voir notes en anglais) et en sus des augmentations régulières s'y rattachant.
- 3.6 La contribution de l'Alberta doit également être en sus des contributions de l'Alberta en vertu de l'*Entente Canada-Alberta relative à l'enseignement dans la langue de la minorité et à l'enseignement de la langue seconde* ou de toute autre entente semblable entre le Canada et l'Alberta au titre de l'enseignement en français.
- 3.7 Le Canada et l'Alberta conviennent qu'un montant d'un million neuf cent dollars (1 900 000 \$) sera utilisé pour la gestion scolaire francophone et l'enseignement postsecondaire en français sur une période de quatre ans à même les fonds réguliers du Programme des langues officielles dans l'enseignement, en fonction du maintien et du renouvellement du Programme des langues officielles dans l'enseignement et de ses niveaux budgétaires actuels et prévus jusqu'au 31 mars 2004. Ce montant portera la contribution fédérale totale à douze millions six cent mille dollars (12 600 000 \$). Il est entendu que ce montant est en sus du financement garanti pour l'Alberta en vertu du *Protocole d'entente relatif à l'enseignement dans la langue de la minorité et à l'enseignement de la langue seconde 1998-1999 à 2002-2003*.
- 3.8 Les modalités et conditions administratives régissant le paiement de la contribution du Canada sous l'Entente spéciale se trouvent à l'Annexe 1 de la présente Entente spéciale.

4. DÉPENSES ADMISSIBLES

- 4.1 Aux fins de la présente entente, les dépenses admissibles pour chacune des activités énumérées à l'article 2.1 pourront comprendre, entre autres, les salaires et avantages sociaux, les honoraires professionnels, les frais d'administration, les dépenses liées à l'achat ou à la location de matériel et d'équipement essentiels, à l'acquisition et à la production de matériel pédagogique ainsi qu'à la formation.

5. BUDGET ET ACTIVITÉS APPROUVÉS

- 5.1 Le Canada et l'Alberta conviennent que les contributions mentionnées à l'article 3 s'appliquent uniquement aux activités décrites dans le plan d'action de l'Alberta (Annexe 2), selon la ventilation budgétaire fédérale et provinciale prévue dans la présente Entente spéciale.

6. INFORMATION DU PUBLIC

- 6.1 Le Canada et l'Alberta conviennent que le texte de la présente Entente spéciale et ses annexes seront mis à la disposition de tous les gouvernements provinciaux et territoriaux et du public.
- 6.2 L'Alberta rendra public chaque année un rapport sur les activités réalisées et les résultats atteints dans le cadre de son plan d'action (Annexe 2). Ce rapport sera publié conjointement avec le rapport annuel prévu à l'article 1.3 de l'Annexe A de l'*Entente Canada-Alberta relative à l'enseignement dans la langue de la minorité et à l'enseignement de la langue seconde 2000-01 à 2002-03*.
- 6.3 L'Alberta présentera les renseignements mentionnés à l'article 6.2 de la présente entente de la façon qu'elle juge comme étant la plus conforme à sa situation propre. Si, de l'avis du Canada ou de l'Alberta, il y a lieu de clarifier l'information présentée, le Canada et l'Alberta tiendront des discussions dans ce but et aussi dans le but de déterminer la pertinence des éclaircissements demandés par rapport aux besoins du Canada.
- 6.4 L'Alberta accepte de mentionner les contributions du Canada dans toute la publicité qu'elle fera sur les programmes et activités pour lesquels le Canada aura fourni une contribution financière dans le cadre de la présente entente.

7. DURÉE

- 7.1 La présente Entente spéciale lie l'Alberta et le Canada pour la période commençant le 1er avril 2000 et se terminant le 31 mars 2004, et toutes les contributions devant être versées par le Canada en conformité avec les présentes dispositions ne visent que les activités réalisées et les dépenses faites par l'Alberta au cours de ladite période en fonction du plan d'action de l'Alberta.

8. MODIFICATION

- 8.1 Les parties peuvent, d'un commun accord écrit, modifier la présente Entente spéciale ou y mettre fin pendant la durée de celle-ci.
- 8.2 L'une ou l'autre des parties peut mettre fin à la présente entente au terme de n'importe quel exercice financier, en donnant avis écrit à l'autre partie au moins un exercice financier complet à l'avance.
- 8.3 Sur réception de l'avis décrit à l'article 8.2 :
- a) aucune nouvelle activité ne doit être entreprise;
 - b) les activités existantes doivent se terminer à la date prévue dans l'avis et aucun paiement ne doit être fait par le Canada pour les dépenses engagées après la date d'expiration de l'entente.

9. ÉVALUATION

- 9.1 Chaque année, si jugé nécessaire, les parties se rencontreront pour faire le point sur le progrès fait auprès de l'Entente spéciale. Elles pourront convenir d'inviter les représentants des Conseils scolaires francophones à participer à cette rencontre.
- 9.2 L'Alberta convient de fournir au Canada un rapport final détaillé sur le progrès fait auprès des activités réalisées dans le cadre de son plan d'action (Annexe 2), y compris une évaluation des résultats atteints. Ce rapport doit être fourni au plus tard le 31 décembre 2004.

10. CONSULTATIONS

- 10.1 L'Alberta continuera de consulter, si jugé nécessaire, les groupes et associations intéressées, en particulier les Conseils scolaires francophones, relativement aux programmes éducatifs prévus par la présente Entente spéciale. Le Canada, dans son champ de compétence, se propose de consulter les associations et les groupes intéressés quant aux programmes mis en place en vertu de la présente Entente spéciale.

11. PARTENARIAT

- 11.1 Les parties reconnaissent que la présente Entente spéciale ne constitue pas une association en vue de former une société ou une co-entreprise, ni ne crée de relation de mandataires entre le Canada et l'Alberta.

12. MEMBRES DE LA CHAMBRE DES COMMUNES, DU SÉNAT ET DE L'ASSEMBLÉE LÉGISLATIVE DE L'ALBERTA

- 12.1 Aucun membre de la Chambre des communes, du Sénat et de l'Assemblée législative de l'Alberta ne peut prendre part à la présente entente ou en tirer quelque avantage que ce soit.

13. FONCTIONNAIRES ET EMPLOYÉS DU GOUVERNEMENT

- 13.1 Aucun fonctionnaire ou employé du Canada n'est admis à être partie à la présente entente ni à participer à aucun des bénéfices qui en proviennent sans le consentement écrit du ministre de qui relève le fonctionnement ou l'employé.

14. RESPONSABILITÉ DU CANADA

- 14.1 Le Canada ne répond ni des blessures, même mortelles, ni des dommages matériels subis par l'Alberta ou qui que ce soit d'autre, à l'occasion de l'exécution de la présente entente par l'Alberta, à moins que ces blessures ou dommages ne soient imputables à une faute commise par un employé ou agent du Canada dans l'exercice de ses fonctions.

15. INDEMNISATION

- 15.1 L'Alberta devra indemniser le Canada et la ministre du Patrimoine canadien ainsi que leurs employés ou mandataires et les dégager de toute responsabilité pour les réclamations, pertes, dommages, frais et dépenses découlant d'une blessure ou d'un décès ou encore pour les pertes ou dommages à la propriété attribuables ou présumés attribuables à l'Alberta ou à ses employés ou mandataires dans l'exercice des activités décrites dans la présente entente.

16. COMMUNICATIONS

- 16.1 Toute communication destinée au Canada concernant la présente Entente spéciale doit être envoyée par courrier à l'adresse suivante :

La ministre du Patrimoine canadien
Patrimoine canadien
Ottawa (Ontario)
K1A 0M5

- 16.2 Toute communication destinée à l'Alberta concernant la présente Entente spéciale doit être envoyée par courrier à l'adresse suivante :

Le ministre de l'Apprentissage
Gouvernement de l'Alberta
Édifice Législatif, pièce 227
Edmonton (Alberta)
T5K 2B6

- 16.3 Toute communication ainsi envoyée sera réputée avoir été reçue après le délai nécessaire à une lettre pour parvenir, dans des circonstances normales, à destination.

17. ANNEXES

- 17.1 Les annexes ci-jointes font partie intégrante de la présente Entente spéciale :

Annexe 1 - Modalités et conditions administratives;
Annexe 2 - Plan d'action de l'Alberta.

EN FOI DE QUOI, les parties ont signé la présente Entente spéciale à la date inscrite à la première page.

AU NOM DU CANADA

AU NOM DE L'ALBERTA

Ministre du Patrimoine canadien

Ministre de l'Apprentissage

Témoin

Témoin

Approuvé en vertu de la
"Government Organization Act"

Ministre des Relations internationales
et intergouvernementales

Témoin

ANNEXE 1

ENTENTE SPÉCIALE CANADA-ALBERTA RELATIVE AU DÉVELOPPEMENT DE L'ÉDUCATION DE LA MINORITÉ FRANCOPHONE

MODALITÉS ET CONDITIONS ADMINISTRATIVES

1. PAIEMENT

- 1.1 Pour chacun des exercices financiers, le Canada s'engage à verser à l'Alberta la contribution mentionnée à l'article 3 de la présente Entente spéciale de la façon suivante :
- a) pour le premier exercice financier, un premier paiement représentant environ la moitié (50 p. 100) de la contribution du Canada, après la signature de la présente Entente spéciale;
 - b) pour chaque exercice subséquent, le premier versement représentant environ la moitié (50 p. 100) de la contribution du Canada pour cet exercice sera fait sous réserve de la réception et de l'acceptation du plan d'action mis à jour, le cas échéant, à condition que l'article 1.1 (c) soit respectée;
 - c) pour chaque exercice de la présente Entente spéciale, le second paiement, n'excédant pas le solde de la contribution du Canada pour cet exercice financier, sera versé après la réception et l'acceptation :
 - (i) d'un état financier final certifié relatif à la contribution du Canada à l'Alberta pour l'exercice précédent, sauf la première année de l'entente;
 - (ii) d'un état financier provisoire certifié démontrant les dépenses réelles faites par l'Alberta durant la période se terminant le 31 janvier de l'exercice courant et les dépenses prévues pour la fin de l'année scolaire provincial;
 - (iii) d'un rapport détaillé sur les activités réalisées l'année précédente dans le cadre du plan d'action (Annexe 2), sauf la première année de l'entente.
- 1.2 En plus des états financiers visés à l'article 1.1 de la présente Annexe, un état financier final certifié, démontrant les dépenses réelles faites par l'Alberta durant l'exercice financier se terminant le 31 mars 2004 devra être présenté au Canada au plus tard neuf mois après la fin de cet exercice financier, soit le 31 décembre 2004.
- 1.3 Les montants à payer par le Canada à l'Alberta conformément à la présente Entente spéciale seront effectués dans un délai approximatif de trente (30) jours ouvrables suivant la réception des documents visés à l'article 1.1 de la présente annexe, à condition que les renseignements présentés dans lesdits documents soient conformes aux modalités de la présente Entente spéciale et que l'Alberta ait donné suite aux questions soulevées par le Canada, le cas échéant.

ANNEXE 1

2. TRANSFERTS

- 2.1 L'Alberta pourra transférer des fonds entre les objectifs du Plan d'action avec l'autorisation écrite du Canada. L'Alberta devra présenter une demande en ce sens au Canada avant le 15 février de l'exercice financier visé.

3. ÉTATS FINANCIERS CERTIFIÉS ET RAPPORTS D'ACTIVITÉS

- 3.1 Aux fins de la présente Entente spéciale, l'Alberta présentera au Canada des états financiers certifiés par un agent principal de programme et par un agent principal des finances, lesquels auront été dûment autorisés par l'Alberta et agréés par le Canada.
- 3.2 Aux fins de la présente Entente spéciale, les états financiers mentionnés à l'article 1 de la présente annexe, sont des états détaillés de toutes les dépenses faites par l'Alberta à l'égard des activités financées dans le cadre de la présente Entente spéciale. Ces états financiers seront présentés de façon conforme au budget du plan d'action.
- 3.3 Les rapports d'activités mentionnés à l'article 1 de la présente annexe doivent contenir une description détaillée des activités mentionnées dans le Plan d'action de l'Alberta (Annexe 2).

4. EXCÉDENT

- 4.1 Si les paiements versés à l'Alberta, conformément à la présente Entente spéciale, dépassent les montants auxquels l'Alberta a droit, la somme excédentaire devra être remise au Canada. Si la somme excédentaire n'a pas été remise, le Canada pourra déduire un montant équivalent à ses contributions ultérieures à l'Alberta.

5. VÉRIFICATION FINANCIÈRE

- 5.1 Le Canada se réserve le droit de vérifier ou de faire vérifier les comptes et registres de l'Alberta relatifs aux dispositions de la présente Entente spéciale afin de s'assurer du respect de ces dispositions, et l'Alberta accepte de mettre à la disposition des vérificateurs tout registre, document ou renseignement dont ceux-ci pourraient avoir besoin. La portée et l'étendue des vérifications financières, et le moment choisi pour les entreprendre, seront fixés par le Canada et, le cas échéant, ces vérifications pourront être menées par des fonctionnaires du ministère du Patrimoine canadien ou par leurs agents.
- 5.2 Le Canada accepte d'informer l'Alberta des résultats de toute vérification financière et de verser à l'Alberta, le plus tôt possible après la vérification financière, toute somme d'argent qui pourrait, selon la vérification, s'avérer due par lui à l'Alberta. L'Alberta accepte de verser au Canada, sur la foi des résultats de la vérification financière, toute somme d'argent qui pourrait s'avérer due par elle au Canada.

ANNEXE 2

PLAN D'ACTION DE L'ALBERTA

Elise Hockman

02/15/2001 12:41 PM

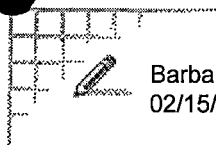
To: Micheline Guilbeault/HullOttawa/PCH/CA@PCH, Marion Menard/HullOttawa/PCH/CA@PCH, Barbara Perron/HullOttawa/PCH/CA@PCH, Roseline Roy/HullOttawa/PCH/CA@PCH, Nicole Frenette/HullOttawa/PCH/CA@PCH, Angelina Munaretto/HullOttawa/PCH/CA@PCH, Monic Albert/HullOttawa/PCH/CA@PCH, Edith Gendron/HullOttawa/PCH/CA@PCH
cc: Andre Latreille/HullOttawa/PCH/CA@PCH, Lise Toupin/HullOttawa/PCH/CA@PCH, Yvan Déry/HullOttawa/PCH/CA@PCH
Subject: IMPORTANT : TITRE DES ENTENTES SPÉCIALES LOE

Pour harmoniser le titre de l'entente spéciale LOE avec celui de l'entente bilatérale LOE, je proposerais que pour toute entente spéciale, on adopte le titre suivant :

- **Entente spéciale Canada - (Province) sur** des mesures d'investissement relatives à la qualité de l'enseignement dans la langue de la minorité
- **Canada - (Province) Special Agreement on** Investment Measures for Quality Education in the Language of the Minority

Ceci a comme effet de raccourcir le titre qui est déjà très long : bref, on enlèverait la référence à "entre le gouvernement du Canada et le gouvernement de (Province)" en français, comme en anglais.

Changes



Barbara Perron
02/15/2001 10:05 AM

To: Raymond.Lamoureux@gov.ab.ca,
cc: Gerard.Bissonnette@gov.ab.ca, Lise Toupin/HullOttawa/PCH/CA,
Subject: Special Agreement

This is to confirm our telephone conversation yesterday regarding the changes made to Clause 9.2 (which were discussed at the teleconference). Given the changes made to this clause, which now includes a reference to a final detailed report being provided no later than December 31, 2004, we would propose to remove paragraph 1.2 of Schedule 1 as it says the same thing. Do you agree?

Barbara

Title Page in English

Elise Hockman

02/09/2001 04:37 PM

To: Micheline Guilbeault/HullOttawa/PCH/CA@PCH, Marion Menard/HullOttawa/PCH/CA@PCH, Barbara Perron/HullOttawa/PCH/CA@PCH, Roseline Roy/HullOttawa/PCH/CA@PCH, Nicole Frenette/HullOttawa/PCH/CA@PCH, Angelina Munaretto/HullOttawa/PCH/CA@PCH, Monic Albert/HullOttawa/PCH/CA@PCH, Edith Gendron/HullOttawa/PCH/CA@PCH
cc: Andre Latreille/HullOttawa/PCH/CA@PCH, Lise Toupin/HullOttawa/PCH/CA@PCH, Yvan Déry/HullOttawa/PCH/CA@PCH
Subject: IMPORTANT : ENTENTE SPÉCIALE LOE

Bien vouloir noter que pour des besoins de clarté et de précision, pour l'entente spéciale, il faudrait apporter un changement en ce qui concerne **la deuxième clause portant sur l'Évaluation, et la clause 1.2 de l'Annexe I, Modalités administratives.**

La deuxième clause portant sur l'Évaluation se lirait comme suit :

"La (province) convient de fournir au Canada un rapport final détaillé sur les activités réalisées dans le cadre de son plan d'action (Annexe 2), y compris une évaluation des résultats atteints. Ce rapport doit être fourni au plus tard le 31 décembre 2004."

"(Province) agrees to provide to Canada a final detailed report on the activities undertaken within the framework of its action plan (Schedule 2), including an evaluation of the results achieved. This report shall be submitted by December 31, 2004 at the latest."

On devra abolir la clause 1.2 de l'Annexe 1, Modalités administratives, puisque l'information est maintenant contenue dans la clause Évaluation ci-haut.

Note à l'attention de Nicole : m'en parler en ce qui concerne l'Ontario, svp.

Canada-Alberta Special Agreement

- ✓ • 2nd Whereas: replace "is therefore entitled to..." and revise to read: "...Alberta determines the objectives, defines the content and establishes and evaluates the priorities of its minority-language educational programs" **DONE**
- ✓ • Clause 2.2: Revised to read "...Alberta's desired outcomes..." **DONE**
- ✓ • **Clause 3.4: PCH has made a change to the provincial contribution to reflect the fact that 1999-2000 is not in the action plan and to reflect Clause 3.1, the federal contribution. If you agree, Clause 3.4 will now read:**
"...in accordance with the following schedule. As well, Alberta has approved a contribution of \$3,005,175 for 1999-2000."
- Clause 8.3: The first line should refer to Clause 8.2, instead of 7.2. Subsection (b) of this clause is unclear. To whom does the phrase "no expenditure shall be made after the date of expiration" refer? Does it refer to the federal government support?
This means that the federal government will not make any more payments for expenses incurred once the agreement expires.
- ✓ • Clause 9.2: The wording "evaluation" of the activities was not agreed to on the October 27 conference call. The clause should revert to the October 31 wording "on the progress made on the activities". **DONE**
- ✓ • Clause 10.1: could we get clarification as to what types of groups would be consulted?

Please refer to Clauses 8.2 and 8.3 of the Protocol. It would be groups that would have an interest in such an agreement. The province is in the best position to determine which ones.

- ✓ • Signature block: It should read "Approved pursuant to the Government Organization Act" and "Minister of International and Intergovernmental Relations". **DONE**
- ✓ • Sch 1, 3.3: The new phrase should be replaced with the wording agreed to on the October 27 conference call. That is, "*The activity reports referred to in clause 1 of this Schedule shall contain a detailed description of the activities referred to in the Alberta Action plan (Schedule _)*". **DONE**

✓ Paragraph 15.1 in English only

✓ Clause 9.2

See 3.5 changes
* Gerard will send schedules

Since the October 27 teleconference, the bilateral and special agreements have been reviewed thoroughly internally at Canadian Heritage (PCH) and several changes have been requested to ensure consistency in both agreements and to ensure some consistency between the Special Measures agreements being prepared by Canadian Heritage. These changes include those below.

- ✓
- Clause 5.1 ("in accordance with the federal and provincial budgetary breakdowns provided for in this Agreement") is new. While they don't substantively affect the meaning of the agreement, is there an explanation for the need to include them?

This was in a previous version and PCH suggestion was that it remain once a paragraph outlining provincial funding was included.

- ✓
- Clauses 6.2 and 6.3: Again these are new and were not discussed on the conference call in October. What is the need to have them included?

To ensure consistency with Schedule A, Section 1 of the Bilateral Agreement

- See changes
- Sch 1, 1.1(b): this was not agreed to on the October conference call. Please revise to read "receipt and acceptance.....where necessary, *provided that the intended activities* for the previous payments have been met". **The wording needs to be kept as is as PCH is not referring to the activities; rather, this refers to all requirements of previous payments (i.e. as outlined in 1.1 (c)).**

- Sch 1, 1.1c(iii): Remove the word "detailed" from the description of the report. Again, this was not included in the October 31 draft.
- Sch 1, 1.2: Remove the word "detailed" from the description of the report and also a typo: should be a space between "actual" and "expenditures".

For the two previous comments, although Canadian Heritage (PCH) has not yet adopted a format for this report, PCH will require a *detailed* report that closely follows the action plan. This report will include the activity, the cost of the activity, the results achieved and the performance indicators that were used. There may be other information required as well but this is yet to be determined.

- Sch 1, 2.1: The new phrase "provided that these transfers do not call into question the achievement of the results set out in the action plan." should be removed. It was not agreed to on the October 27 conference call

Canadian Heritage would like to leave this in as PCH would like to ensure that if transfers are permitted, the results set out in the action plan will still be achievable.

In addition, Canadian Heritage should be replaced with "Canada", in the phrase "Alberta shall present the appropriate request to *Canada* before of the fiscal year in question." **DONE**

2nd draft
activity report
to Gerard

Take out as
per Yvanis
agreement
at teleconference
of Feb. 13, 2007

Charges Feb. 13, 2001

- 3.4 Subject to the appropriation of funds by the Legislative Assembly of Alberta and the continuation of the current and forecasted budgetary levels for the Department of Learning, Alberta agrees to contribute to the eligible expenditures under the approved Action Plan (described in Schedule 2), in accordance with the following schedule. As well, Alberta has approved a contribution of \$3,005,175 for 1999-2000.

Fiscal year	
2000-2001	\$4,348,575
2001-2002	\$4,588,000
2002-2003	\$4,855,000
2003-2004	\$5,156,150

- 3.5 Alberta's funds which qualify for cost-sharing under this agreement will be in addition to the funds normally granted in the context of the provincial Funding Manual for School Authorities, and the regular increases pertaining thereto.

before modifications implemented in 1999-2000

- 3.6 Alberta's contribution shall be in addition to its contributions under the Bilateral Agreement on Official Languages in Education or any other similar agreement between Canada and Alberta in connection with French-language education.

(PCH will review again once document is received)

- 3.7 Canada and Alberta agree that an amount of one million nine hundred thousand dollars (\$1,900,000) will be used for Francophone minority governance and French post-secondary education over a period of four years from the regular funding of the Official Languages in Education Program, subject to the maintenance and renewal of the Official Languages in Education Program and of its current and forecasted budgetary levels until March 31, 2004. This will bring the total federal contribution to twelve million six hundred thousand dollars (\$12,600,000). It is understood that this amount is in addition to the guaranteed funding for Alberta identified in the *Protocol for Agreement for Minority-Language Education and Second-Language Instruction 1998-99 to 2002-2003*.

- 3.8 The administrative terms and conditions governing the payment of Canada's contribution under this Special Agreement are in Schedule 1 to this Special Agreement.

4. ELIGIBLE EXPENDITURES

- 4.1 For the purpose of this Agreement, the eligible expenditures for each activity listed in Clause 2.1 may include, among others, salaries and benefits, professional fees, administrative fees, costs associated with purchasing or renting essential material and equipment, with producing and acquiring pedagogical materials and with training.

5. BUDGET AND APPROVED ACTIVITIES

- 5.1 Canada and Alberta agree that the contributions referred to in clause 3 apply only to the activities described in the Alberta Action Plan (Schedule 2), in accordance with the federal and provincial budgetary breakdowns provided for in this Agreement.

6. PUBLIC INFORMATION

- 6.1 Canada and Alberta agree that the text of this Special Agreement and the Schedules thereto shall be made available to all provincial and territorial governments and to the public.

- 6.2 Alberta shall make public an annual report on the activities carried out and the results achieved as part of its Action Plan (Schedule 2). This report shall be made public in conjunction with the annual report referred to in Clause 1.3 of Schedule A to the *Agreement between the Government of Canada and the Government of Alberta for Minority-Language Education and Second-Language Instruction*.
- 6.3 Alberta shall provide the information referred to in Clause 6.2 of this Agreement in the manner it considers to be most appropriate to its particular circumstances. If there is a need, in the opinion of Canada or Alberta, to clarify the information provided, Canada and Alberta will hold discussions to do so and to review the pertinence of such information to the needs of Canada.
- 6.4 Alberta agrees to give recognition of Canada's participation when conducting publicity for all programs and activities for which financial assistance was provided by Canada.

7. DURATION

- 7.1 This Special Agreement between Alberta and Canada is valid for the period commencing April 1, 1999 and ending March 31, 2004, and all of the contributions to be paid by Canada pursuant to the present provisions, shall cover only the activities carried out and the expenditures made by Alberta during the said period in terms of Alberta's Action Plan.

8. AMENDMENT

- 8.1 The parties may, by mutual agreement in writing, amend this Special Agreement or terminate it during the term of the Agreement.
- 8.2 Either party may terminate this Agreement at the end of any fiscal year by giving notice in writing to the other party at least one full fiscal year in advance.
- 8.3 Upon receipt of such a notice as described in Clause 8.2:
- (a) no new measure shall be undertaken; and
 - (b) the existing measures shall terminate as of the date provided for in this notice and no expenditure shall be made after the date of expiration of this Agreement.
- for expenditures incurred*
payment by Canada

9. EVALUATION

- 9.1 The parties shall meet annually, if necessary, to review progress made under this Special Agreement. They may agree to invite the representatives of the Francophone School Boards to participate in this meeting.
- 9.2 Alberta agrees to provide a report to Canada, within the six months following the expiration of this Special Agreement, on the progress made on the activities carried out with Canada's financial support.
- a final detailed report on the activities undertaken progress made on the activities undertaken within the framework of its action plan (Schedule 2),*
- This report shall be submitted by December 31, 2004 at the latest.*
- including an evaluation of the results achieved.*

10. CONSULTATIONS

- 10.1 Alberta will continue to consult, where deemed necessary, interested groups and associations, in particular the Francophone school boards, in relation to the educational programs envisaged under this Special Agreement. Canada, within its field of jurisdiction, proposes to consult the interested associations and groups concerning the programs established under this Special Agreement.

11. PARTNERSHIP

- 11.1 The parties acknowledge that this Special Agreement does not constitute an association for the purpose of forming a partnership or joint venture, nor does it create any agency relationship between Canada and Alberta.

12. MEMBERS OF THE HOUSE OF COMMONS, THE SENATE AND THE LEGISLATIVE ASSEMBLY OF ALBERTA

- 12.1 No member of the House of Commons, the Senate or the Legislative Assembly of Alberta may be admitted to any share or part of this Agreement or to any benefit arising therefrom.

13. OFFICIALS AND EMPLOYEES OF THE GOVERNMENT

- 13.1 No official or employee of Canada may be admitted to any share or part of this Agreement or to any benefit arising therefrom without the consent in writing of the Minister to whom the official or employee reports.

14. LIABILITY OF CANADA

- 14.1 Canada is not liable for any injury, including fatal injury, or material damage suffered by Alberta or anyone else as a result of the implementation of this Agreement by Alberta unless such injuries or damages are attributable to the fault of an employee or agent of Canada in the course of his or her duties.

15. INDEMNIFICATION

- 15.1 Alberta shall indemnify ~~and save harmless~~ Canada and the Minister of Canadian Heritage and their servants or agents ~~from and~~ against all claims, losses, damages, costs and expenses related to any injury or death of a person, or loss or damage to property caused or alleged to be caused by Alberta or its servants or agents in carrying out the activities described in this Agreement.
- and release them from any liability for and*

16. COMMUNICATIONS

- 16.1 Any notice concerning this Special Agreement intended for Canada shall be sent by mail to the following address:

The Minister of Canadian Heritage
Canadian Heritage
Ottawa, Ontario
K1A 0M5

SCHEDULE 1

CANADA-ALBERTA SPECIAL AGREEMENT FOR THE DEVELOPMENT OF FRANCOPHONE MINORITY EDUCATION

ADMINISTRATIVE PROCEDURES AND TERMS

1. PAYMENT

1.1 In each fiscal year, Canada agrees to pay to Alberta the contribution referred to in clause 3 of this Special Agreement, as follows:

- (a) in the first fiscal year, an initial payment representing about one half (50 per cent) of Canada's contribution, following the signing of this Special Agreement;
- (b) in each subsequent fiscal year, the initial payment representing about one half (50 per cent) of Canada's contribution for that year will be made subject to the receipt and acceptance of an updated Action Plan, where necessary, and ~~on the condition that the requirements for the previous payments have been met;~~
- (c) in each fiscal year of this Special Agreement, the second payment, which shall not exceed the balance of Canada's contribution for that year, shall be paid following receipt and acceptance:
 - (i) of a final certified financial statement in relation to Canada's contribution to Alberta for the preceding year, except for the first year of the Agreement;
 - (ii) of an interim certified financial statement demonstrating the actual expenditures made by Alberta during the period ending January 31 of the current year and the anticipated expenditures to the end of the provincial school year;
 - (iii) of a detailed report on the activities conducted under the Action Plan (Schedule 2) in the preceding year, except for the first year of the Agreement.

subject to fulfillment
of conditions
of the terms

1.2 In addition to the annual reports referred to in clause 1.1 of this Schedule, Alberta shall submit to Canada, by December 31, 2004, a final detailed report on the progress made on Alberta's Action Plan.

1.3 In addition to the financial statements referred to in clause 1.1 of this Schedule, a final certified financial statement demonstrating the actual expenditures made by Alberta during the fiscal year ending March 31, 2004 shall be presented to Canada no later than nine months following the end of that fiscal year, i.e. December 31, 2004.

1.4 The amount payable by Canada to Alberta pursuant to this Special Agreement shall be paid within a period of approximately thirty (30) business days following the receipt of the documents referred to in clause 1.1 of this Schedule, provided that the information presented in the said documents is consistent with the terms and conditions of this Special Agreement and that Alberta has responded to any questions raised by Canada, where applicable.

SCHEDULE 1

2. TRANSFERS

- 2.1 Alberta may transfer funds among the objectives of the Action Plan with the authorization in writing of Canada ~~provided that these transfers do not call into question the achievement of the results set out in the action plan.~~ Alberta shall present the appropriate request to Canada before February 15 of the fiscal year in question.

Your agrees to take out.

3. CERTIFIED FINANCIAL STATEMENTS AND ACTIVITY REPORTS

- 3.1 For the purposes of this Special Agreement, Alberta will present financial statements to Canada, certified by a senior program officer and a senior financial officer, who shall be duly authorized by Alberta and agreed to by Canada.
- 3.2 For the purposes of this Special Agreement, the financial statements referred to in clause 1 of this Schedule are detailed statements of all expenditures made by Alberta in regard to the activities funded within the framework of this Special Agreement. These financial statements shall be presented in a way that is consistent with the budget of the Action Plan.
- 3.3 The activity reports referred to in Clause 1 of this Schedule shall contain a detailed description of the activities referred to in the Alberta Action Plan (Schedule 2).

4. OVERPAYMENT

- 4.1 Should the payments made to Alberta pursuant to this Special Agreement exceed the amounts to which Alberta is entitled, the excess amount shall be returned to Canada. Should the excess amount not be returned, Canada may deduct an equivalent amount from its subsequent contributions to Alberta.

5. FINANCIAL AUDIT

- 5.1 Canada reserves the right to audit Alberta's accounts and records pertaining to the provisions of this Special Agreement, or to have them audited, for the purpose of ensuring that these provisions are being fulfilled, and Alberta agrees to make available to the auditors any book, record or information they may require. The scope and extent of the financial audits, and the time selected to perform them, shall be established by Canada and, where applicable, these audits may be conducted by officials of the Department of Canadian Heritage or their agents.
- 5.2 Canada agrees to inform Alberta of the results of any financial audit and to pay Alberta, as soon as possible after the audit, any monies that the audit may show to be then due and owing to Alberta. Alberta agrees to pay to Canada, on being informed of the results of such financial audit, any monies that the audit may show to be due and owing to Canada.

- 3.2 Le Canada et l'Alberta reconnaissent que la contribution du Canada offerte au cours d'un exercice financier donné sera versée à l'appui des activités qui seront réalisées au cours de l'année scolaire provinciale.
- 3.3 La contribution prévue doit également être en sus des contributions du Canada en vertu de l'Entente bilatérale sur les langues officielles dans l'enseignement ou de toute autre entente semblable entre le Canada et l'Alberta au titre de l'enseignement en français.
- 3.4 Sous réserve de l'affectation des crédits par l'Assemblée législative de l'Alberta et du maintien des niveaux budgétaires courants et prévus du ministère de l'Apprentissage, l'Alberta s'engage à contribuer aux dépenses admissibles en vertu du Plan d'action approuvé (décrit à l'Annexe 2), selon l'échéancier suivant. De plus, l'Alberta a approuvé une contribution de 3 005 175 \$ pour 1999-2000.

Année financière

<u>2000-2001</u>	<u>4 348 575 \$</u>
2001-2002 :	4 588 000 \$
2002-2003 :	4 855 000 \$
2003-2004 :	5 156 150 \$

- 3.5 Les fonds de l'Alberta, qui sont admissibles au partage de frais en vertu de la présente Entente, sont en sus des fonds normalement octroyés dans le cadre du "Funding Manual for School Authorities" de la province et en sus des augmentations régulières s'y rattachant.
- 3.6 La contribution de l'Alberta doit également être en sus des contributions de l'Alberta en vertu de l'Entente bilatérale sur les langues officielles dans l'enseignement ou de toute autre entente semblable entre le Canada et l'Alberta au titre de l'enseignement en français.
- 3.7 Le Canada et l'Alberta conviennent qu'un montant d'un million neuf cent dollars (1 900 000 \$) sera utilisé pour la gestion scolaire francophone et l'enseignement postsecondaire en français sur une période de quatre ans à même les fonds réguliers du Programme des langues officielles dans l'enseignement, en fonction du maintien et du renouvellement du Programme des langues officielles dans l'enseignement et de ses niveaux budgétaires actuels et prévus jusqu'au 31 mars 2004. Ce montant portera la contribution fédérale totale à douze millions six cent mille dollars (12 600 000 \$). Il est entendu que ce montant est en sus du financement garanti pour l'Alberta en vertu du *Protocole d'entente relatif à l'enseignement dans la langue de la minorité et à l'enseignement de la langue seconde 1998-1999 à 2002-2003*.
- 3.8 Les modalités et conditions administratives régissant le paiement de la contribution du Canada sous l'Entente spéciale se trouvent à l'Annexe 1 de la présente Entente spéciale.

avant les
modifications
de 1999-2000

4. DÉPENSES ADMISSIBLES

- 4.1 Aux fins de la présente entente, les dépenses admissibles pour chacune des activités énumérées à l'article 2.1 pourront comprendre, entre autres, les salaires et avantages sociaux, les honoraires professionnels, les frais d'administration, les dépenses liées à l'achat ou à la location de matériel et d'équipement essentiels, à l'acquisition et à la production de matériel pédagogique ainsi qu'à la formation.

8.3 Sur réception de l'avis décrit à l'article 8.2 :

a) aucune nouvelle activité ne doit être entreprise;

b) les activités existantes doivent se terminer à la date prévue dans l'avis et aucune ~~dépense~~ ne doit être faite après la date d'expiration de l'entente.

par le Canada pour les dépenses engagées

9. ÉVALUATION

9.1 Chaque année, si jugé nécessaire, les parties se rencontreront pour faire le point sur l'Entente spéciale et pour discuter des résultats des activités menées dans le cadre de celle-ci. Elles pourront convenir d'inviter les représentants des Conseils scolaires francophones à participer à cette rencontre.

9.2 L'Alberta convient de fournir au Canada un rapport sur le progrès fait auprès des activités réalisées, ~~avec l'appui financier du Canada, dans les six mois suivant l'expiration de la présente Entente spéciale.~~

→ final détaillé

10. CONSULTATIONS

compris une évaluation des résultats atteints. Ce rapport doit être fourni au plus tard le 31 décembre 2004.

10.1 L'Alberta continuera de consulter, si jugé nécessaire, les groupes et associations intéressées, en particulier les Conseils scolaires francophones, relativement aux programmes éducatifs prévus par la présente Entente spéciale. Le Canada, dans son champ de compétence, se propose de consulter les associations et les groupes intéressés quant aux programmes mis en place en vertu de la présente Entente spéciale.

11. PARTENARIAT

11.1 Les parties reconnaissent que la présente Entente spéciale ne constitue pas une association en vue de former une société ou une co-entreprise, ni ne crée de relation de mandataires entre le Canada et l'Alberta.

12. MEMBRES DE LA CHAMBRE DES COMMUNES, DU SÉNAT ET DE L'ASSEMBLÉE LÉGISLATIVE DE L'ALBERTA

12.1 Aucun membre de la Chambre des communes, du Sénat et de l'Assemblée législative de l'Alberta ne peut prendre part à la présente entente ou en tirer quelque avantage que ce soit.

13. FONCTIONNAIRES ET EMPLOYÉS DU GOUVERNEMENT

13.1 Aucun fonctionnaire ou employé du Canada n'est admis à être partie à la présente entente ni à participer à aucun des bénéfices qui en proviennent sans le consentement écrit du ministre de qui relève le fonctionnement ou l'employé.

14. RESPONSABILITÉ DU CANADA

14.1 Le Canada ne répond ni des blessures, même mortelles, ni des dommages matériels subis par l'Alberta ou qui que ce soit d'autre, à l'occasion de l'exécution de la présente entente par l'Alberta, à moins que ces blessures ou dommages ne soient imputables à une faute commise par un employé ou agent du Canada dans l'exercice de ses fonctions.

ANNEXE 1

ENTENTE SPÉCIALE CANADA-ALBERTA RELATIVE AU DÉVELOPPEMENT DE L'ÉDUCATION DE LA MINORITÉ FRANCOPHONE

MODALITÉS ET CONDITIONS ADMINISTRATIVES

1. PAIEMENT

1.1 Pour chacun des exercices financiers, le Canada s'engage à verser à l'Alberta la contribution mentionnée à l'article 3 de la présente Entente spéciale de la façon suivante :

- a) pour le premier exercice financier, un premier paiement représentant environ la moitié (50 p. 100) de la contribution du Canada, après la signature de la présente Entente spéciale;
- b) pour chaque exercice subséquent, le premier versement représentant environ la moitié (50 p. 100) de la contribution du Canada pour cet exercice sera fait sous réserve de la réception et de l'acceptation du plan d'action mis à jour, le cas échéant, ~~à condition que les exigences pour les versements précédents aient été remplies;~~ *sous réserve à condition que la clause 1.1(c) soit respectée.*
- c) pour chaque exercice de la présente Entente spéciale, le second paiement, n'excédant pas le solde de la contribution du Canada pour cet exercice financier, sera versé après la réception et l'acceptation :
 - (i) d'un état financier final certifié relatif à la contribution du Canada à l'Alberta pour l'exercice précédent, sauf la première année de l'entente;
 - (ii) d'un état financier provisoire certifié démontrant les dépenses réelles faites par l'Alberta durant la période se terminant le 31 janvier de l'exercice courant et les dépenses prévues pour la fin de l'année scolaire provincial;
 - (iii) d'un rapport détaillé sur les activités réalisées l'année précédente dans le cadre du plan d'action (Annexe 2), sauf la première année de l'entente.

1.2 En plus des rapports annuels mentionnés à l'article 1.1 de la présente annexe, l'Alberta devra soumettre au Canada, d'ici le 31 décembre 2004, un rapport final détaillé sur les activités réalisées dans le cadre du plan d'action de l'Alberta.

ANNEXE 1

- 1.3 En plus des états financiers visés à l'article 1.1 de la présente Annexe, un état financier final certifié, démontrant les dépenses réelles faites par l'Alberta durant l'exercice financier se terminant le 31 mars 2004 devra être présenté au Canada au plus tard neuf mois après la fin de cet exercice financier, soit le 31 décembre 2004.
- 1.4 Les montants à payer par le Canada à l'Alberta conformément à la présente Entente spéciale seront effectués dans un délai approximatif de trente (30) jours ouvrables suivant la réception des documents visés à l'article 1.1 de la présente annexe, à condition que les renseignements présentés dans lesdits documents soient conformes aux modalités de la présente Entente spéciale et que l'Alberta ait donné suite aux questions soulevées par le Canada, le cas échéant.

2. TRANSFERTS

- 2.1 L'Alberta pourra transférer des fonds entre les objectifs du Plan d'action avec l'autorisation écrite du Canada, ~~dans la mesure où ces transferts ne remettent pas en question l'atteinte des résultats prévus dans le plan d'action.~~ L'Alberta devra présenter une demande en ce sens au Canada avant le 15 février de l'exercice financier visé. X

3. ÉTATS FINANCIERS CERTIFIÉS ET RAPPORTS D'ACTIVITÉS

- 3.1 Aux fins de la présente Entente spéciale, l'Alberta présentera au Canada des états financiers certifiés par un agent principal de programme et par un agent principal des finances, lesquels auront été dûment autorisés par l'Alberta et agréés par le Canada.
- 3.2 Aux fins de la présente Entente spéciale, les états financiers mentionnés à l'article 1 de la présente annexe, sont des états détaillés de toutes les dépenses faites par l'Alberta à l'égard des activités financées dans le cadre de la présente Entente spéciale. Ces états financiers seront présentés de façon conforme au budget du plan d'action.
- 3.3 Les rapports d'activités mentionnés à l'article 1 de la présente annexe doivent contenir une description détaillée des activités mentionnées dans le Plan d'action de l'Alberta (Annexe 2).

4. EXCÉDENT

- 4.1 Si les paiements versés à l'Alberta, conformément à la présente Entente spéciale, dépassent les montants auxquels l'Alberta a droit, la somme excédentaire devra être remise au Canada. Si la somme excédentaire n'a pas été remise, le Canada pourra déduire un montant équivalent à ses contributions ultérieures à l'Alberta.

18 janvier 2001

ÉBAUCHE 3

**ENTENTE SPÉCIALE CANADA - ALBERTA
SUR DES MESURES D'INVESTISSEMENT RELATIVES À
LA QUALITÉ DE L'ENSEIGNEMENT DANS LA LANGUE DE LA MINORITÉ**

**ENTENTE SPÉCIALE CANADA - ALBERTA
SUR DES MESURES D'INVESTISSEMENT RELATIVES À
LA QUALITÉ DE L'ENSEIGNEMENT DANS LA LANGUE
DE LA MINORITÉ**

LA PRÉSENTE ENTENTE SPÉCIALE a été conclue en français et en anglais ce _____ jour de _____ 2001.

ENTRE : SA MAJESTÉ LA REINE DU CHEF DU CANADA, ci-après appelée le «Canada», représentée par la ministre du Patrimoine canadien,

ET : LE GOUVERNEMENT SA MAJESTÉ LA REINE DE L'ALBERTA, ci-après appelée « Alberta », représentée par le ministre de l'Apprentissage de l'Alberta,

ATTENDU QUE la *Constitution du Canada* et plus particulièrement la *Charte canadienne des droits et libertés* ainsi que la *Loi sur les langues officielles* reconnaissent que le français et l'anglais sont les langues officielles du Canada et que le Canada reconnaît ses responsabilités et engagement envers celles-ci;

ATTENDU QUE l'Alberta, étant donné que l'éducation est du ressort de la province ~~et que l'Alberta a le droit de~~ déterminer les objectifs, définir les contenus, et fixer les _____ *et évalue* les priorités de ses programmes de français d'enseignement dans la langue de la minorité ; ~~et en faire l'évaluation.~~

ATTENDU QUE l'article 23 de la *Charte canadienne des droits et libertés* reconnaît le droit des Canadiens et Canadiennes appartenant à la minorité de langue française ou de langue anglaise dans une province ou territoire de faire instruire leurs enfants dans leur propre langue là où le nombre le justifie dans les installations dont la minorité est propriétaire;

ATTENDU QUE l'Assemblée législative de l'Alberta a adopté la *Loi sur l'éducation*, 1993 permettant la mise en oeuvre de la gestion scolaire en français;

ATTENDU QUE la Ministre du Patrimoine canadien est chargée, conformément à la *Loi sur les langues officielles*, d'encourager et d'aider les gouvernements provinciaux et territoriaux à offrir aux membres des communautés minoritaires de langue officielle l'instruction dans leur propre langue;

ATTENDU QUE le Canada et l'Alberta ont antérieurement mis en oeuvre une Entente spéciale qui a mené à l'établissement de la gestion scolaire en français en Alberta;

ATTENDU QUE le Canada a approuvé une nouvelle série de mesures spéciales destinées investir davantage dans la qualité des programmes d'enseignement dans la langue de la minorité, à consolider le réseau d'institutions postsecondaires et à promouvoir l'apprentissage de la langue seconde;

EN CONSÉQUENCE, la présente Entente spéciale atteste que les parties aux présentes conviennent de ce qui suit :

1. OBJET DE L'ENTENTE SPÉCIALE

- 1.1 La présente Entente spéciale a pour objet d'établir un cadre de collaboration entre le Canada et l'Alberta en vue d'améliorer d'investir davantage dans la qualité des programmes d'enseignement dans la langue de la minorité, conformément au plan d'action de l'Alberta figurant à l'Annexe 2.

2. OBJET DE LA CONTRIBUTION

- 2.1 Sous réserve des dispositions de la clause 3.1 de la présente Entente spéciale, le Canada s'engage à contribuer aux dépenses supplémentaires encourues par l'Alberta pour réaliser les objectifs en matière de gestion des écoles françaises et d'enseignement postsecondaire en français décrits dans son plan d'action, notamment le soutien pour:

- i) les autorités francophones en ce qui concerne le nombre peu élevé et la distance des étudiants, les opérations et l'entretien des écoles, l'administration centrale, les évaluations et les services pour l'enseignement à l'enfance en difficulté, la francisation et le transport urbain;
- ii) la mise en place de la gestion scolaire francophone dans le sud de l'Alberta et l'offre de ressources pédagogiques et d'apprentissage, ainsi que l'offre de services d'évaluation pour les programmes de français langue première;
- iii) l'accroissement du nombre de programmes et de services offerts par la Faculté Saint-Jean et l'Université de Calgary;
- iv) l'accroissement du nombre de bourses pour les étudiants du postsecondaire qui étudient en français en Alberta ou ailleurs au Canada.

- 2.2 Le plan d'action de l'Alberta qui figure à l'Annexe 2 de la présente Entente comprend une description plus détaillée des activités à entreprendre, des résultats visés et des indicateurs de rendement de l'Alberta ainsi qu'une ventilation proposée de la contribution du Canada et de celle de l'Alberta.

3. CONTRIBUTIONS DU CANADA ET DE L'ALBERTA

- 3.1 Sous réserve de l'affectation des crédits par le Parlement, du maintien des niveaux budgétaires courants et prévus du Programme des langues officielles dans l'enseignement et des modalités et conditions de la présente Entente spéciale, le Canada s'engage à contribuer aux dépenses admissibles faites par l'Alberta pour la mise en oeuvre de son plan d'action (Annexe 2) aux fins décrites à l'article 2, le moindre de 10 millions sept cent mille dollars (10 700 000 \$), dont 2 800 000 \$ ont été approuvés pour 1999-2000, et 50 p. 100 du total des dépenses admissibles faites par l'Alberta, prévu à être réparti comme suit :

Année financière

2000-2001 :	2 200 000 \$
2001-2002 :	1 708 000 \$
2002-2003 :	1 992 000 \$
2003-2004 :	2 000 000 \$

3.2 Le Canada et l'Alberta reconnaissent que la contribution du Canada offerte au cours d'un exercice financier donné sera versée à l'appui des activités qui seront réalisées au cours de l'année scolaire provinciale.

3.3 La contribution prévue doit également être en sus des contributions du Canada en vertu de l'Entente bilatérale sur les langues officielles dans l'enseignement ou de toute autre entente semblable entre le Canada et l'Alberta au titre de l'enseignement en français.

3.4 Sous réserve de l'affectation des crédits par l'Assemblée législative de l'Alberta et du maintien des niveaux budgétaires courants et prévus du ministère de l'Apprentissage, l'Alberta s'engage à contribuer aux dépenses admissibles en vertu du Plan d'action approuvé (décrit à l'Annexe 2), selon l'échéancier suivant :

Année financière

1999-2000 :	3 005 175 \$
2000-2001 :	4 348 575 \$
2001-2002 :	4 588 000 \$
2002-2003 :	4 855 000 \$
2003-2004 :	5 156 150 \$

3.5 L'aide financière prévue par la province de l'Alberta, en vertu de l'article 3.2, est Les fonds de l'Alberta, qui sont admissibles au partage de frais en vertu de la présente Entente, sont en sus des fonds normalement octroyés dans le cadre du "Funding Manual for School Authorities" de la province Programme de financement des écoles et en sus des augmentations régulières s'y rattachant.

3.6 La contribution de l'Alberta doit également être en sus des contributions de l'Alberta en vertu de l'Entente bilatérale sur les langues officielles dans l'enseignement ou de toute autre entente semblable entre le Canada et l'Alberta au titre de l'enseignement en français.

3.7 Le Canada et l'Alberta conviennent qu'un montant d'un million neuf cent dollars (1 900 000 \$) sera utilisé pour la gestion scolaire francophone et l'enseignement postsecondaire en français sur une période de quatre ans à même les fonds réguliers du Programme des langues officielles dans l'enseignement, en fonction du maintien et du renouvellement du Programme des langues officielles dans l'enseignement et de ses niveaux budgétaires actuels et prévus jusqu'au 31 mars 2004. Ce montant portera la contribution fédérale totale à douze millions six cent mille dollars (12 600 000 \$). Il est entendu que ce montant est en sus du financement garanti pour l'Alberta en vertu du Protocole d'entente relatif à l'enseignement dans la langue de la minorité et à l'enseignement de la langue seconde 1998-1999 à 2002-2003.

3.8 Les modalités et conditions administratives régissant le paiement de la contribution du Canada sous l'Entente spéciale se trouvent à l'Annexe 1 de la présente Entente spéciale.

4. DÉPENSES ADMISSIBLES

4.1 Aux fins de la présente entente, les dépenses admissibles pour chacune des activités énumérées à l'article 2.1 pourront comprendre, entre autres, les salaires et avantages sociaux, les honoraires professionnels, les frais d'administration, les dépenses liées à l'achat ou à la location de matériel et d'équipement essentiels, à l'acquisition et à la production de matériel pédagogique ainsi qu'à la formation.

5. BUDGET ET ACTIVITÉS APPROUVÉS

- 5.1 Le Canada et l'Alberta conviennent que les contributions mentionnées à l'article 3 s'appliquent uniquement aux activités décrites dans le plan d'action de l'Alberta (Annexe 2), selon la ventilation budgétaire fédérale et provinciale prévue dans la présente Entente spéciale.

6. INFORMATION DU PUBLIC ~~MENTION DU CONCOURS DU CANADA~~

- 6.1 Le Canada et l'Alberta conviennent que le texte de la présente Entente spéciale et ses annexes seront mis à la disposition de tous les gouvernements provinciaux et territoriaux et du public.
- 6.2 L'Alberta rendra public chaque année un rapport sur les activités réalisées et les résultats atteints dans le cadre de son plan d'action (Annexe 2). Ce rapport sera publié conjointement avec le rapport annuel prévu à l'article 1.3 de l'Annexe A de l'Entente entre le gouvernement du Canada et le gouvernement de l'Alberta relative à l'enseignement dans la langue de la minorité et à l'enseignement de la langue seconde.
- 6.3 L'Alberta présentera les renseignements mentionnés à l'article 5.2 de la présente entente de la façon qu'elle juge comme étant la plus conforme à sa situation propre. Si, de l'avis du Canada ou de l'Alberta, il y a lieu de clarifier l'information présentée, le Canada et l'Alberta tiendront des discussions dans ce but et aussi dans le but de déterminer la pertinence des éclaircissements demandés par rapport aux besoins du Canada.
- 6.4 L'Alberta accepte de mentionner les contributions du Canada dans toute la publicité qu'elle fera sur les programmes et activités pour lesquels le Canada aura fourni une contribution financière dans le cadre de la présente entente. L'Alberta s'assurera que la contribution du Canada et celle de l'Alberta soient clairement identifiées dans les rapports annuels des Conseils scolaires et dans tout programme de promotion ou de publicité que les Conseils scolaires pourraient entreprendre concernant les activités financées dans le cadre de la présente Entente spéciale.
- ~~5.3 L'Alberta, dans ses activités de promotion ou de publicité relatives à la présente Entente spéciale, doit faire mention de la participation du ministère du Patrimoine canadien d'une manière à refléter la contribution financière du Canada.~~

7. DURÉE

- 7.1 La présente Entente spéciale lie l'Alberta et le Canada pour la période commençant le 1er avril 1999 et se terminant le 31 mars 2004, et toutes les contributions devant être versées par le Canada en conformité avec les présentes dispositions ne visent que les activités réalisées et les dépenses faites par l'Alberta au cours de ladite période en fonction du plan d'action de l'Alberta.

8. MODIFICATION

- 8.1 Les parties peuvent, d'un commun accord écrit, modifier la présente Entente spéciale ou y mettre fin pendant la durée de celle-ci.
- 8.2 L'une ou l'autre des parties peut mettre fin à la présente entente au terme de n'importe quel exercice financier, en donnant avis écrit à l'autre partie au moins un exercice financier complet à l'avance.

8.3 Sur réception de l'avis décrit à l'article 8.2

a) aucune nouvelle activité ne doit être entreprise;

b) les activités existantes doivent se terminer à la date prévue dans l'avis et aucune dépense ne doit être faite après la date d'expiration de l'entente.

9. ÉVALUATION

9.1 Chaque année, si jugé nécessaire, les parties se rencontreront pour faire le point sur l'Entente spéciale et pour discuter des résultats des activités menées dans le cadre de celle-ci. Elles pourront convenir d'inviter les représentants des Conseils scolaires francophones à participer à cette rencontre.

9.2 L'Alberta convient de fournir au Canada un rapport sur l'évaluation des activités réalisées avec l'appui financier du Canada, dans les six mois suivant l'expiration de la présente Entente spéciale.

le progrès fait auprès

10. CONSULTATIONS

10.1 L'Alberta continuera de consulter, si jugé nécessaire, en particulier les Conseils scolaires francophones, dont les membres sont élus, et les groupes et associations intéressées, en particulier les Conseils scolaires francophones, relativement aux programmes éducatifs prévus par la présente Entente spéciale. Le Canada, dans son champ de compétence, se propose de consulter les associations et les groupes intéressés quant aux programmes mis en place en vertu de la présente Entente spéciale.

11. PARTENARIAT

11.1 Les parties reconnaissent que la présente Entente spéciale ne constitue pas une association en vue de former une société ou une co-entreprise, ni ne crée de relation de mandataires entre le Canada et l'Alberta.

12. MEMBRES DE LA CHAMBRE DES COMMUNES, DU SÉNAT ET DE L'ASSEMBLÉE LÉGISLATIVE DE L'ALBERTA

12.1 Aucun membre de la Chambre des communes, du Sénat et de l'Assemblée législative de l'Alberta ne peut prendre part à la présente entente ou en tirer quelque avantage que ce soit.

13. FONCTIONNAIRES ET EMPLOYÉS DU GOUVERNEMENT

13.1 Aucun fonctionnaire ou employé du Canada n'est admis à être partie à la présente entente ni à participer à aucun des bénéfices qui en proviennent sans le consentement écrit du ministre de qui relève le fonctionnement ou l'employé.

14. RESPONSABILITÉ DU CANADA

14.1 Le Canada ne répond ni des blessures, même mortelles, ni des dommages matériels subis par l'Alberta ou qui que ce soit d'autre, à l'occasion de l'exécution de la présente entente par l'Alberta, à moins que ces blessures ou dommages ne soient imputables à une faute commise par un employé ou agent du Canada dans l'exercice de ses fonctions.

15. INDEMNISATION

- 15.1** L'Alberta devra indemniser le Canada et la ministre du Patrimoine canadien ainsi que leurs employés ou mandataires et les dégager de toute responsabilité pour les réclamations, pertes, dommages, frais et dépenses découlant d'une blessure ou d'un décès ou encore pour les pertes ou dommages à la propriété attribuables ou présumés attribuables à l'Alberta ou à ses employés ou mandataires dans l'exercice des activités décrites dans la présente entente.

16. COMMUNICATIONS

- 16.1 Toute communication destinée au Canada concernant la présente Entente spéciale doit être envoyée par courrier à l'adresse suivante :

La ministre du Patrimoine canadien
Patrimoine canadien
Ottawa (Ontario)
K1A 0M5

- 16.2 Toute communication destinée à l'Alberta concernant la présente Entente spéciale doit être envoyée par courrier à l'adresse suivante :

Le ministre de l'Apprentissage
Gouvernement de l'Alberta
Édifice Législatif, pièce 227
Edmonton (Alberta)
T5K 2B6

- 16.3 Toute communication ainsi envoyée sera réputée avoir été reçue après le délai nécessaire à une lettre pour parvenir, dans des circonstances normales, à destination.

17. ANNEXES

- 17.1 Les annexes ci-jointes font partie intégrante de la présente Entente spéciale :

Annexe 1 - Modalités et conditions administratives;
Annexe 2 - Plan d'action de l'Alberta.

EN FOI DE QUOI, les parties ont signé la présente Entente spéciale à la date inscrite à la première page.

AU NOM DU CANADA

AU NOM DE L'ALBERTA

Ministre du Patrimoine canadien

Ministre de l'Apprentissage

Témoin

Témoin

Approuvé en vertu de la
~~Loi organisationnelle de l'Alberta~~
"Government Organization Act"

not bold

Ministre des Relations internationales
et intergouvernementales

Témoin

ANNEXE 1

ENTENTE SPÉCIALE CANADA-ALBERTA RELATIVE AU DÉVELOPPEMENT DE L'ÉDUCATION DE LA MINORITÉ FRANCOPHONE

MODALITÉS ET CONDITIONS ADMINISTRATIVES

1. PAIEMENT

- 1.1 Pour chacun des exercices financiers, le Canada s'engage à verser à l'Alberta la contribution mentionnée à l'article 3 de la présente Entente spéciale de la façon suivante :
- a) pour le premier exercice financier, un premier paiement représentant environ la moitié (50 p. 100) de la contribution du Canada, après la signature de la présente Entente spéciale;
 - b) pour chaque exercice subséquent, le premier versement représentant environ la moitié (50 p. 100) de la contribution du Canada pour cet exercice sera fait sous réserve de la réception et de l'acceptation d'un rapport d'activités détaillé au sujet des progrès accomplis en vue de la réalisation des objectifs du plan d'action pour l'exercice précédent et au besoin, d'un du plan d'action mis à jour, le cas échéant, à condition que les exigences pour les versements précédents aient été remplies;
 - c) pour chaque exercice de la présente Entente spéciale, le second paiement, n'excédant pas le solde de la contribution du Canada pour cet exercice financier, sera versé après la réception et l'acceptation :
 - (i) d'un état financier final certifié relatif à la contribution du Canada à l'Alberta pour l'exercice précédent, sauf la première année de l'entente s'il y a lieu;
 - (ii) d'un état financier provisoire certifié démontrant les dépenses réelles faites par l'Alberta durant la période se terminant le 31 janvier de l'exercice courant et les dépenses prévues pour la fin de l'année scolaire provincial;
 - (iii) d'un rapport détaillé sur les activités réalisées l'année précédente dans le cadre du plan d'action (Annexe 2), sauf la première année de l'entente.
- 1.2 En plus des rapports annuels mentionnés à l'article 1.1 de la présente annexe, l'Alberta devra soumettre au Canada, d'ici le 31 décembre 2004, un rapport final détaillé sur les activités réalisées dans le cadre détaillant l'état des réalisations du plan d'action de l'Alberta.

ANNEXE 1

- 1.3 En plus des états financiers visés à l'article 1.1 de la présente Annexe, un état financier final certifié, démontrant les dépenses réelles faites par l'Alberta durant l'exercice financier se terminant le 31 mars 2004 devra être présenté au Canada au plus tard neuf mois après la fin de cet exercice financier, soit le 31 décembre 2004.
- 1.4 Les montants à payer par le Canada à l'Alberta conformément à la présente Entente spéciale seront effectués dans un délai approximatif de trente (30) jours ouvrables suivant la réception des documents visés à l'article 1.1 de la présente annexe, à condition que les renseignements présentés dans lesdits documents soient conformes aux modalités de la présente Entente spéciale et que l'Alberta ait donné suite aux questions soulevées par le Canada, le cas échéant.

2. TRANSFERTS

- 2.1 L'Alberta pourra transférer des fonds entre les objectifs du Plan d'action avec l'autorisation écrite du Canada, dans la mesure où ces transferts ne remettent pas en question l'atteinte des résultats prévus dans le plan d'action. L'Alberta devra présenter une demande en ce sens au *Canada* ~~Patrimoine canadien~~ avant le 15 février ~~1er mars~~ de l'exercice financier visé.

3. ÉTATS FINANCIERS CERTIFIÉS ET RAPPORTS D'ACTIVITÉS

- 3.1 Aux fins de la présente Entente spéciale, l'Alberta présentera au Canada des états financiers certifiés par un agent principal de programme et par un agent principal des finances, lesquels auront été dûment autorisés par l'Alberta et agréés par le Canada.
- 3.2 Aux fins de la présente Entente spéciale, les états financiers mentionnés à l'article 1 de la présente annexe, sont des états détaillés de toutes les dépenses faites par l'Alberta à l'égard des activités financées dans le cadre de la présente Entente spéciale. Ces états financiers seront présentés de façon conforme au budget du plan d'action.
- 3.3 Les rapports d'activités mentionnés à l'article 1 de la présente annexe doivent contenir une description détaillée des activités réalisées dans le cadre du ~~mentionnées dans le~~ Plan d'action de l'Alberta (Annexe 2) et des résultats attendus.

4. EXCÉDENT

- 4.1 Si les paiements versés à l'Alberta, conformément à la présente Entente spéciale, dépassent les montants auxquels l'Alberta a droit, la somme excédentaire devra être remise au Canada. Si la somme excédentaire n'a pas été remise, le Canada pourra déduire un montant équivalent à ses contributions ultérieures à l'Alberta.

ANNEXE 1

5. VÉRIFICATION FINANCIÈRE

- 5.1 Le Canada se réserve le droit de vérifier ou de faire vérifier les comptes et registres de l'Alberta relatifs aux dispositions de la présente Entente spéciale afin de s'assurer du respect de ces dispositions, et l'Alberta accepte de mettre à la disposition des vérificateurs tout registre, document ou renseignement dont ceux-ci pourraient avoir besoin. La portée et l'étendue des vérifications financières, et le moment choisi pour les entreprendre, seront fixés par le Canada et, le cas échéant, ces vérifications pourront être menées par des fonctionnaires du ministère du Patrimoine canadien ou par leurs agents.
- 5.2 Le Canada accepte d'informer l'Alberta des résultats de toute vérification financière et de verser à l'Alberta, le plus tôt possible après la vérification financière, toute somme d'argent qui pourrait, selon la vérification l'étude, s'avérer due par lui à l'Alberta. L'Alberta accepte de verser au Canada, sur la foi des résultats de la vérification financière, toute somme d'argent qui pourrait s'avérer due par elle au Canada.

ANNEXE 2

PLAN D'ACTION DE L'ALBERTA

January 18, 2001

DRAFT 3

**CANADA - ALBERTA SPECIAL AGREEMENT
ON INVESTMENT MEASURES FOR
QUALITY OF MINORITY-LANGUAGE EDUCATION**

CANADA - ALBERTA SPECIAL AGREEMENT ON INVESTMENT MEASURES FOR QUALITY OF MINORITY-LANGUAGE EDUCATION

THIS SPECIAL AGREEMENT was been concluded in English and in French on this _____ day of _____, 2001.

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, hereinafter referred to as "Canada", represented by the Minister of Canadian Heritage,

AND: **HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA** ~~THE GOVERNMENT OF ALBERTA~~, hereinafter referred to as "Alberta", represented by the Minister of Learning of Alberta,

WHEREAS the *Canadian Constitution*, and more particularly the *Canadian Charter of Rights and Freedoms*, as well as the *Official Languages Act*, recognize that French and English are the official languages of Canada and Canada recognizes its responsibilities and undertakings with respect to those languages;

WHEREAS education is within the jurisdiction of the province and Alberta ~~is therefore entitled to~~ determine the objectives, define the content and establish the priorities of its minority-language educational programs; ~~and to evaluate them;~~ *and evaluates*

WHEREAS section 23 of the *Canadian Charter of Rights and Freedoms* recognizes the right of Canadians belonging to the French-language or English-language minority in a province or territory to have their children educated in their own language where numbers warrant in facilities owned by the minority;

WHEREAS the Legislative Assembly of Alberta has legislated the *School Amendment Act, 1993* which provides for the implementation of Francophone school governance;

WHEREAS the Minister of Canadian Heritage is instructed, in accordance with the *Official Languages Act*, to encourage and assist provincial and territorial governments to offer members of the official language minority communities education in their own language;

WHEREAS Canada and Alberta have previously implemented a Special Agreement that resulted in the establishment of Francophone school governance in Alberta;

WHEREAS Canada has approved a new series of Special Measures designed to further its investment in the quality of the educational programs in the language of the minority, to consolidate the network of post-secondary institutions and to promote the learning of the second language;

NOW THEREFORE, this Special Agreement witnesses that the parties hereto agree as follows:

1. PURPOSE OF THE SPECIAL AGREEMENT

- 1.1 The purpose of this Special Agreement is to establish a framework for cooperation between Canada and Alberta for the purpose of furthering investment in the quality of the education programs in the minority language, pursuant to the Alberta Action Plan appearing in **Schedule 2**.

2. PURPOSE OF THE CONTRIBUTION

2.1 Subject to the provisions of clause 3.1 of this Special Agreement, Canada agrees to contribute to the additional expenses incurred by Alberta in order to achieve the objectives related to French-language school governance and French post-secondary education described in its Action Plan, including support for:

(i) Francophone authorities in the areas of sparsity and distance of students, school plant operations and maintenance, central administration, special needs assessment and services, francisation and urban transportation;

(ii) the expansion of Francophone governance in southern Alberta and the provision of teaching/learning resources and evaluation services in French first language programs;

(iii) the expansion of the number of programs and services offered by the Faculté Saint-Jean and the University of Calgary; and

(iv) an increase in bursaries for full-time post-secondary studies in French in Alberta or elsewhere in Canada.

2.2 The Alberta Action Plan appearing in *Alberta's* Schedule 2 to this Agreement includes a more detailed description of the activities that are to be undertaken, ~~the desired outcomes~~ *results* contemplated and ~~Alberta's~~ performance indicators, as well as a proposed breakdown of the respective contributions of Canada and Alberta. *K*

3. CONTRIBUTIONS OF CANADA AND ALBERTA

3.1 Subject to the appropriation of funds by Parliament, the maintenance of the current and forecasted budgetary spending levels budgeted in for the Official Languages in Education Program and the terms and conditions of this Special Agreement, Canada agrees to contribute to the eligible expenditures made by Alberta for the implementation of its Action Plan (Schedule 2) for the purposes described in clause 2, the lesser of ten million seven hundred thousand dollars (\$10,700,000), of which \$2,800,000 was approved for 1999-2000, and 50 per cent of the total eligible expenditures made by Alberta, which are allocated for distribution as follows:

2000-2001	\$ 2,200,000
2001-2002	\$ 1,708,000
2002-2003	\$ 1,992,000
2003-2004	\$ 2,000,000

3.2 Canada and Alberta recognize that Canada's contribution provided in a particular fiscal year shall be paid to support activities that are implemented during the provincial school year.

3.3 The above contributions shall be in addition to Canada's contributions under the Bilateral Agreement on Official Languages in Education or any similar agreement between Canada and Alberta in connection with French-language education.

- 3.4 Subject to the appropriation of funds by the Legislative Assembly of Alberta and the continuation of the current and forecasted budgetary spending levels budgeted for the Department of Learning, Alberta agrees to contribute to the eligible expenditures under the approved Action Plan (described in Schedule 2), in accordance with the following schedule:

Fiscal year	
1999-2000	\$3,005,175
2000-2001	\$4,348,575
2001-2002	\$4,588,000
2002-2003	\$4,855,000
2003-2004	\$5,156,150

- 3.5 Alberta's funds which qualify for cost-sharing under this agreement will be in addition to the funds normally granted in the context of the provincial Funding Manual for School Authorities and the regular increases pertaining thereto.
- 3.6 Alberta's contribution shall be in addition to its contributions under the Bilateral Agreement on Official Languages in Education or any other similar agreement between Canada and Alberta in connection with French-language education.
- 3.7 Canada and Alberta agree that an amount of one million nine hundred thousand dollars (\$1,900,000) will be used for Francophone minority governance and French post-secondary education over a period of four years from the regular funding of the Official Languages in Education Program, subject to the maintenance and renewal of the Official Languages in Education Program and of its of the current and forecasted budgetary levels until March 31, 2004. This will bring the total federal contribution to twelve million six hundred thousand dollars (\$12,600,000). It is understood that this amount is in addition to the guaranteed funding for Alberta identified in the *Protocol for Agreement for Minority-Language Education and Second-Language Instruction 1998-99 to 2002-2003*.
- 3.8 The administrative terms and conditions governing the payment of Canada's contribution under this Special Agreement are in Schedule 1 to this Special Agreement.

4. ELIGIBLE EXPENDITURES

- 4.1 For the purpose of this Agreement, the eligible expenditures for each activity listed in Clause 2.1 may include, among others, salaries and benefits, professional fees, administrative fees, costs associated with purchasing or renting essential material and equipment, with producing and acquiring pedagogical materials and with training.

5. BUDGET AND APPROVED ACTIVITIES

- 5.1 Canada and Alberta agree that the contributions referred to in clause 3 apply only to the activities described in the Alberta Action Plan (Schedule 2), in accordance with the federal and provincial budgetary breakdowns provided for in this Agreement.

6. PUBLIC INFORMATION

- 6.1 Canada and Alberta agree that the text of this Special Agreement and the Schedules thereto shall be made available to all provincial and territorial governments and to the public.

6.2 Alberta shall make public an annual report on the activities carried out and the results achieved as part of its Action Plan (Schedule 2). This report shall be made public in conjunction with the annual report referred to in Clause 1.3 of Schedule A to the *Agreement between the Government of Canada and the Government of Alberta for Minority-Language Education and Second-Language Instruction*.

6.3 Alberta shall provide the information referred to in Clause 5.2 of this Agreement in the manner it considers to be most appropriate to its particular circumstances. If there is a need, in the opinion of Canada or Alberta, to clarify the information provided, Canada and Alberta will hold discussions to do so and to review the pertinence of such information to the needs of Canada.

6.4 Alberta agrees to give recognition of Canada's participation when conducting publicity for all programs and activities for which financial assistance was provided by Canada.

~~5.3 In its promotion and publicity activities in relation to this Special Agreement, Alberta shall mention the participation of the Department of Canadian Heritage in a way that reflects the financial contribution of Canada.~~

7. DURATION

7.1 This Special Agreement between Alberta and Canada is valid for the period commencing April 1, 1999 and ending March 31, 2004, and all of the contributions to be paid by Canada pursuant to the present provisions, shall cover only the activities carried out and the expenditures made by Alberta during the said period in terms of Alberta's Action Plan.

8. AMENDMENT

8.1 The parties may, by mutual agreement in writing, amend this Special Agreement or terminate it during the term of the Agreement.

8.2 Either party may terminate this Agreement at the end of any fiscal year by giving notice in writing to the other party at least one full fiscal year in advance.

8.3 Upon receipt of such a notice as described in Clause 8.2:

X

(a) no new measure shall be undertaken; and

(b) the existing measures shall terminate as of the date provided for in this notice and no expenditure shall be made after the date of expiration of this Agreement.

9. EVALUATION

9.1 The parties shall meet annually, if necessary, to review progress made under this Special Agreement. They may agree to invite the representatives of the Francophone School Boards to participate in this meeting.

9.2 Alberta agrees to provide a report to Canada, within the six months following the expiration of this Special Agreement, on the ~~evaluation of the~~ activities carried out with Canada's financial support. *progress made on*

10. CONSULTATIONS

*Alberta?
See comments*

- 10.1 Alberta will continue to consult, where deemed necessary, interested groups and associations, in particular the Francophone school boards, in relation to the educational programs envisaged under this Special Agreement. Canada, within its field of jurisdiction, proposes to consult the interested associations and groups concerning the programs established under this Special Agreement.

11. PARTNERSHIP

- 11.1 The parties acknowledge that this Special Agreement does not constitute an association for the purpose of forming a partnership or joint venture, nor does it create any agency relationship between Canada and Alberta.

12. MEMBERS OF THE HOUSE OF COMMONS, THE SENATE AND THE LEGISLATIVE ASSEMBLY OF ALBERTA

- 12.1 No member of the House of Commons, the Senate or the Legislative Assembly of Alberta may be admitted to any share or part of this Agreement or to any benefit arising therefrom.

13. OFFICIALS AND EMPLOYEES OF THE GOVERNMENT

- 13.1 No official or employee of Canada may be admitted to any share or part of this Agreement or to any benefit arising therefrom without the consent in writing of the Minister to whom the official or employee reports.

14. LIABILITY OF CANADA

- 14.1 Canada is not liable for any injury, including fatal injury, or material damage suffered by Alberta or anyone else as a result of the implementation of this Agreement by Alberta unless such injuries or damages are attributable to the fault of an employee or agent of Canada in the course of his or her duties.

15. INDEMNIFICATION

- 15.1 Alberta shall indemnify and save harmless Canada and the Minister of Canadian Heritage and their servants or agents from and against all claims, losses, damages, costs and expenses related to any injury or death of a person, or loss or damage to property caused or alleged to be caused by Alberta or its servants or agents in carrying out the activities described in this Agreement.

16. COMMUNICATIONS

- 16.1 Any notice concerning this Special Agreement intended for Canada shall be sent by mail to the following address:

The Minister of Canadian Heritage
Canadian Heritage
Ottawa, Ontario
K1A 0M5

- 16.2 Any notice concerning this Special Agreement intended for Alberta shall be sent by mail to the following address:

The Minister of Learning
Government of Alberta
Legislative Building, Room 227
Edmonton, Alberta
T5K 2B6

- 16.3 Any notice sent in this way shall be deemed to have been received after the time required for a letter to reach its destination under normal circumstances.

17. SCHEDULES

- 17.1 The schedules attached hereto are an integral part of this Special Agreement:

Schedule 1 - Administrative Procedures and Terms;
Schedule 2 - Alberta Action Plan.

IN WITNESS WHEREOF, the parties have executed this Special Agreement on the date inscribed on the first page.

ON BEHALF OF CANADA

ON BEHALF OF ALBERTA

Minister of Canadian Heritage

Minister of Learning

Witness

Witness

Approved pursuant to the
~~Alberta Organizational Act~~
Government

Minister of International and
Intergovernmental ~~Affairs~~
Relations

Witness

SCHEDULE 1

CANADA-ALBERTA SPECIAL AGREEMENT FOR THE DEVELOPMENT OF FRANCOPHONE MINORITY EDUCATION

ADMINISTRATIVE PROCEDURES AND TERMS

1. PAYMENT

- 1.1 In each fiscal year, Canada agrees to pay to Alberta the contribution referred to in clause 3 of this Special Agreement, as follows:
- (a) in the first fiscal year, an initial payment representing about one half (50 per cent) of Canada's contribution, following the signing of this Special Agreement;
 - (b) in each subsequent fiscal year, the initial payment representing about one half (50 per cent) of Canada's contribution for that year will be made subject to the receipt and acceptance of an updated Action Plan, where necessary, and on the condition that the requirements for the previous payments have been met;
 - (c) in each fiscal year of this Special Agreement, the second payment, which shall not exceed the balance of Canada's contribution for that year, shall be paid following receipt and acceptance:
 - (i) of a final certified financial statement in relation to Canada's contribution to Alberta for the preceding year, if applicable except for the first year of the Agreement;
 - (ii) of an interim certified financial statement demonstrating the actual expenditures made by Alberta during the period ending January 31 of the current year and the anticipated expenditures to the end of the provincial school year;
 - (iii) of a detailed report on the activities conducted under the Action Plan (Schedule 2) in the preceding year, except for the first year of the Agreement.

*PCH needs a detailed
report to be able
to provide this payment*

- 1.2 In addition to the annual reports referred to in clause 1.1 of this Schedule, Alberta shall submit to Canada, by December 31, 2004, a final detailed report on the progress made on Alberta's Action Plan.
- 1.3 In addition to the financial statements referred to in clause 1.1 of this Schedule, a final certified financial statement demonstrating the actual

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March 31, 2004 shall be presented to Canada no later than nine months following the end of that fiscal year, i.e. December 31, 2004.

- 1.4 The amount payable by Canada to Alberta pursuant to this Special Agreement shall be paid within a period of approximately thirty (30) business days following the receipt of the documents referred to in clause 1.1 of this Schedule, provided that the information presented in the said documents is consistent with the terms and conditions of this Special Agreement and that Alberta has responded to any questions raised by Canada, where applicable.

SCHEDULE 1

2. TRANSFERS

- 2.1 Alberta may transfer funds among the objectives of the Action Plan with the authorization in writing of Canada provided that these transfers do not call into question the achievement of the results set out in the action plan. Alberta shall present the appropriate request to ~~Canadian Heritage~~ before ~~March 1~~ February 15 of the fiscal year in question. *Canada*

requested internally

x

3. CERTIFIED FINANCIAL STATEMENTS AND ACTIVITY REPORTS

- 3.1 For the purposes of this Special Agreement, Alberta will present financial statements to Canada, certified by a senior program officer and a senior financial officer, who shall be duly authorized by Alberta and agreed to by Canada.
- 3.2 For the purposes of this Special Agreement, the financial statements referred to in clause 1 of this Schedule are detailed statements of all expenditures made by Alberta in regard to the activities funded within the framework of this Special Agreement. These financial statements shall be presented in a way that is consistent with the budget of the Action Plan.
- 3.3 The activity reports referred to in Clause 1 of this Schedule shall contain a detailed description of the activities, ~~carried out within the framework of the Action Plan (Schedule 2) and of the ensuing outcomes~~

referred to in the Alberta

4. OVERPAYMENT

- 4.1 Should the payments made to Alberta pursuant to this Special Agreement exceed the amounts to which Alberta is entitled, the excess amount shall be returned to Canada. Should the excess amount not be returned, Canada may deduct an equivalent amount from its subsequent contributions to Alberta.

5. FINANCIAL AUDIT

- 5.1 Canada reserves the right to audit Alberta's accounts and records pertaining to the provisions of this Special Agreement, or to have them audited, for the purpose of ensuring that these provisions are being fulfilled, and Alberta agrees to make available to the auditors any book, record or information they may require. The scope and extent of the financial audits, and the time selected to perform them, shall be established by Canada and, where applicable, these audits may be conducted by officials of the Department of Canadian Heritage or their agents.
- 5.2 Canada agrees to inform Alberta of the results of any financial audit and to pay Alberta, as soon as possible after the audit, any monies that the audit may show to be then due and owing to Alberta. Alberta agrees to pay to Canada, on being informed of the results of such financial audit, any monies that the audit may show to be due and owing to Canada.

SCHEDULE 2

ALBERTA'S ACTION PLAN



Monic Albert

12-13-2000 19:58

.....

Pour : Edith Gendron/HullOttawa/PCH/CA, Barbara Perron/HullOttawa/PCH/CA, Micheline Guilbeault/HullOttawa/PCH/CA, Roseline Roy/HullOttawa/PCH/CA, Marion Menard/HullOttawa/PCH/CA, Nicole Frenette/HullOttawa/PCH/CA

cc :

Objet : Ah! non!

Ah! oui! Encore l'entente spéciale!

En revoyant l'entente spéciale I.-P.-É. en fin de journée de mercredi, Jacinthe s'est rendu compte qu'il n'y avait pas de clause sur les dépenses admissibles et qu'il en faudrait une.

Voici ce que je propose (à insérer après la clause «MONTANT MAXIMAL DE LA CONTRIBUTION») :

4. DÉPENSES ADMISSIBLES

à l'article ~~2.1~~ 2.2

4.1 Aux fins de la présente entente, les dépenses admissibles pour chacune des activités énumérées au paragraphe 2.1 pourront comprendre, entre autres, les salaires et avantages sociaux, les honoraires professionnels, les frais d'administration, les dépenses liées à l'achat ou à la location de matériel et d'équipement essentiels, à l'acquisition et à la production de matériel pédagogique ainsi qu'à la formation.

4. ELIGIBLE EXPENDITURES

4.1 For the purposes of this Agreement, the eligible expenditures for each activity listed in Clause 2.1 may include, among others, salaries and benefits, professional fees, administrative fees, costs associated with purchasing or renting essential material and equipment, with producing and acquiring pedagogical materials and with training.

Désolée!



Gerard Bissonnette <Gerard.Bissonnette@gov.ab.ca> on 12/12/2000 09:48:44 AM

To: Barbara Perron/HullOttawa/PCH/CA@PCH
cc: Raymond Lamoureux <Raymond.Lamoureux@gov.ab.ca>, Yvette Nobert
<Yvette.Nobert@gov.ab.ca>
Subject RE: Special Agreement
:

Special Agreement revisions:

2.1(1) Francophone authorities in the areas of sparcity and distance of students, school plant operations and maintenance, central administration, special needs assessment and services, francisation and urban transportation;

2.1(4) an increase bursaries for

Revised Preface - please excuse the oversized header on page 3.

<<Préface - Plan d'action.doc>>

Gérard Bissonnette
Directeur/Director
Direction de l'éducation française/French Language Services Branch
Alberta Learning
11160 Jasper Avenue
Edmonton, Alberta
T5K 0L2

TÉL/TEL (780)427-2940
FAX (780)422-1947
COURRIEL/EMAIL Gerard.Bissonnette@gov.ab.ca

> -----Original Message-----

> From: Barbara_Perron@pch.gc.ca [SMTP:Barbara_Perron@pch.gc.ca]
> Sent: Monday, December 11, 2000 1:11 PM
> To: Gerard.Bissonnette@gov.ab.ca
> Cc: Raymond.Lamoureux@gov.ab.ca; Lise_Toupin@pch.gc.ca
> Subject: Special Agreement

>

> Hi Gerard,

>

> I am trying to finish the revisions for all three agreements (Bilateral,
> Legal

> and Special) to send to you shortly for your review. At our last
> teleconference, we spoke about the Special Agreement and, in particular,
> about

> the purpose of the contribution (Section 2 of the Agreement). We had
> asked

> Alberta to revise the first and last point (i.e. (i) Francophone Authority
> administration..... and (iv) bursaries for full-time post-secondary
> students.....) to better reflect the support that is being provided
> through this

> agreement, that is how this agreement is providing for more than what is
> indicated in the regular bilateral agreement. I am just wondering if you
> have
> had a chance to revise those two sections and if you could send them on to
> me so
> that I can incorporate them accordingly.
>
> Also, do you have a revised version of the preface (preamble) that you
> could
> share with me?
>
> Thanks
> Barbara
>



- Préface - Plan d'action.doc

8 DÉCEMBRE 2000

ÉBAUCHE 2

**ENTENTE SPÉCIALE CANADA - ALBERTA
SUR DES MESURES D'INVESTISSEMENT RELATIVES À
LA QUALITÉ DE L'ENSEIGNEMENT DANS LA LANGUE DE LA MINORITÉ**

2000-2001 à 2003-2004

**ENTENTE SPÉCIALE CANADA - ALBERTA
SUR DES MESURES D'INVESTISSEMENT RELATIVES À
LA QUALITÉ DE L'ENSEIGNEMENT DANS LA LANGUE
DE LA MINORITÉ**

LA PRÉSENTE ENTENTE SPÉCIALE a été conclue en français et en anglais ce
_____ jour de _____ 2001.

ENTRE : SA MAJESTÉ LA REINE DU CHEF DU CANADA, ci-après appelée le
«Canada», représentée par la ministre du Patrimoine canadien,

ET : LE GOUVERNEMENT SA MAJESTÉ LA REINE DE L'ALBERTA, ci-après
appelée « Alberta », représentée par le ministre de l'Apprentissage de l'Alberta,

ATTENDU QUE la *Constitution du Canada* et plus particulièrement la *Charte canadienne des droits et libertés* ainsi que la *Loi sur les langues officielles* reconnaissent que le français et l'anglais sont les langues officielles du Canada et que le Canada reconnaît ses responsabilités et engagement envers celles-ci;

ATTENDU QUE l'Alberta, étant donné que l'éducation est du ressort de la province et que l'Alberta a le droit de déterminer les objectifs, définir les contenus, et fixer les _____ et évalue les priorités de ses programmes de français d'enseignement dans la langue de la minorité; et en faire l'évaluation;

ATTENDU QUE l'article 23 de la *Charte canadienne des droits et libertés* reconnaît le droit des Canadiens et Canadiennes appartenant à la minorité de langue française ou de langue anglaise dans une province ou territoire de faire instruire leurs enfants dans leur propre langue là où le nombre le justifie dans les installations dont la minorité est propriétaire;

ATTENDU QUE l'Assemblée législative de l'Alberta a adopté la *Loi sur l'éducation*, 1993 permettant la mise en oeuvre de la gestion scolaire en français;

ATTENDU QUE la Ministre du Patrimoine canadien est chargée, conformément à la *Loi sur les langues officielles*, d'encourager et d'aider les gouvernements provinciaux et territoriaux à offrir aux membres des communautés minoritaires de langue officielle l'instruction dans leur propre langue;

ATTENDU QUE le Canada et l'Alberta ont antérieurement mis en oeuvre une Entente spéciale qui a mené à l'établissement de la gestion scolaire en français en Alberta;

ATTENDU QUE le Canada a approuvé une nouvelle série de mesures spéciales destinées investir davantage dans la qualité des programmes d'enseignement dans la langue de la minorité, à consolider le réseau d'institutions postsecondaires et à promouvoir l'apprentissage de la langue seconde;

EN CONSÉQUENCE, la présente Entente spéciale atteste que les parties aux présentes conviennent de ce qui suit :

1. OBJET DE L'ENTENTE SPÉCIALE

- 1.1 La présente Entente spéciale a pour objet d'établir un cadre de collaboration entre le Canada et l'Alberta en vue d'améliorer d'investir davantage dans la qualité des programmes d'enseignement dans la langue de la minorité, conformément au plan d'action de l'Alberta figurant à l'Annexe 2.

2. OBJET DE LA CONTRIBUTION

- 2.1 Sous réserve des dispositions de la clause 3.1 de la présente Entente spéciale, le Canada s'engage à contribuer aux dépenses supplémentaires encourues par l'Alberta pour réaliser les objectifs en matière de gestion des écoles françaises et d'enseignement postsecondaire en français décrits dans son plan d'action, notamment le soutien pour:
- i) les autorités francophones en ce qui concerne le nombre peu élevé et la distance des étudiants, les opérations et l'entretien des écoles, l'administration centrale, les évaluations et les services pour l'enseignement à l'enfance en difficulté, la francisation et le transport urbain;
 - ii) la mise en place de la gestion scolaire francophone dans le sud de l'Alberta et l'offre de ressources pédagogiques et d'apprentissage, ainsi que l'offre de services d'évaluation pour les programmes de français langue première;
 - iii) l'accroissement du nombre de programmes et de services offerts par la Faculté Saint-Jean et l'Université de Calgary;
 - iv) l'accroissement du nombre de bourses pour les étudiants du postsecondaire qui étudient en français en Alberta ou ailleurs au Canada.
- 2.2 Le plan d'action de l'Alberta qui figure à l'Annexe 2 de la présente Entente comprend une description plus détaillée des activités à entreprendre, des résultats visés et des indicateurs de rendement de l'Alberta ainsi qu'une ventilation proposée de la contribution du Canada et de celle de l'Alberta.

3. CONTRIBUTIONS DU CANADA ET DE L'ALBERTA

- 3.1 Sous réserve de l'affectation des crédits par le Parlement, du maintien des niveaux budgétaires courants et prévus du Programme des langues officielles dans l'enseignement et des modalités et conditions de la présente Entente spéciale, le Canada s'engage à contribuer aux dépenses admissibles faites par l'Alberta pour la mise en oeuvre de son plan d'action (Annexe 2) aux fins décrites à l'article 2, le moins de 10 millions sept cent mille dollars (10 700 000 \$) et 50 p. 100 du total des dépenses admissibles faites par l'Alberta, prévu à être réparti comme suit :

Année financière

1999-2000 :	2 800 000 \$
2000-2001 :	2 200 000 \$
2001-2002 :	1 708 000 \$
2002-2003 :	1 992 000 \$
2003-2004 :	2 000 000 \$

3.2 Le Canada et l'Alberta reconnaissent que la contribution du Canada offerte au cours d'un exercice financier donné sera versée à l'appui des activités qui seront réalisées au cours de l'année scolaire provinciale.

3.3 La contribution prévue doit également être en sus des contributions du Canada en vertu de l'Entente bilatérale sur les langues officielles dans l'enseignement ou de toute autre entente semblable entre le Canada et l'Alberta au titre de l'enseignement en français.

3.4 Sous réserve de l'affectation des crédits par l'Assemblée législative de l'Alberta et du maintien des niveaux budgétaires courants et prévus du ministère de l'Apprentissage, l'Alberta s'engage à contribuer aux dépenses admissibles en vertu du Plan d'action approuvé (décrit à l'Annexe 2), selon l'échéancier suivant :

Année financière

1999-2000 :	3 005 175 \$
2000-2001 :	4 348 575 \$
2001-2002 :	4 588 000 \$
2002-2003 :	4 855 000 \$
2003-2004 :	5 156 150 \$

3.5 ~~L'aide financière prévue par la province de l'Alberta, en vertu de l'article 3.2, est~~ Les fonds de l'Alberta, qui sont admissibles au partage de frais en vertu de la présente Entente, sont en sus des fonds normalement octroyés dans le cadre du "Funding Manual for School Authorities" de la province Programme de financement des écoles et en sus des augmentations régulières s'y rattachant.

3.6 La contribution de l'Alberta doit également être en sus des contributions de l'Alberta en vertu de l'Entente bilatérale sur les langues officielles dans l'enseignement ou de toute autre entente semblable entre le Canada et l'Alberta au titre de l'enseignement en français.

3.7 Le Canada et l'Alberta conviennent qu'un montant d'un million neuf cent dollars (1 900 000 \$) sera utilisé pour la gestion scolaire francophone et l'enseignement postsecondaire en français sur une période de quatre ans à même les fonds réguliers du Programme des langues officielles dans l'enseignement, en fonction du maintien des niveaux budgétaires actuels et prévus jusqu'au 31 mars 2003. Ce montant portera la contribution fédérale totale à douze millions six cent mille dollars (12 600 000 \$). Il est entendu que ce montant est en sus du financement garanti pour l'Alberta en vertu du *Protocole d'entente relatif à l'enseignement dans la langue de la minorité et à l'enseignement de la langue seconde 1998-1999 à 2002-2003*.

3.8 Les modalités et conditions administratives régissant le paiement de la contribution du Canada sous l'Entente spéciale se trouvent à l'Annexe 1 de la présente Entente spéciale.

4. DÉPENSES ADMISSIBLES

4.1 Aux fins de la présente entente, les dépenses admissibles pour chacune des activités énumérées à l'article 2.1 pourront comprendre, entre autres, les salaires et avantages sociaux, les honoraires professionnels, les frais d'administration, les dépenses liées à l'achat ou à la location de matériel et d'équipement essentiels, à l'acquisition et à la production de matériel pédagogique ainsi qu'à la formation.

5. BUDGET ET ACTIVITÉS APPROUVÉS

- 5.1 Le Canada et l'Alberta conviennent que les contributions mentionnées à l'article 3 s'appliquent uniquement aux activités décrites dans le plan d'action de l'Alberta (Annexe 2), selon la ventilation budgétaire fédérale et provinciale prévue dans la présente Entente spéciale.

6. INFORMATION DU PUBLIC ~~MENTION DU CONCOURS DU CANADA~~

- 6.1 Le Canada et l'Alberta conviennent que le texte de la présente Entente spéciale et ses annexes seront mis à la disposition de tous les gouvernements provinciaux et territoriaux et du public.
- 6.2 L'Alberta rendra public chaque année un rapport sur les activités réalisées et les résultats atteints dans le cadre de son plan d'action (Annexe 2). Ce rapport sera publié conjointement avec le rapport annuel prévu à l'article 1.3 de l'Annexe A de l'Entente entre le gouvernement du Canada et le gouvernement de l'Alberta relative à l'enseignement dans la langue de la minorité et à l'enseignement de la langue seconde.
- 6.3 L'Alberta présentera les renseignements mentionnés à l'article 5.2 de la présente entente de la façon qu'elle juge comme étant la plus conforme à sa situation propre. Si, de l'avis du Canada ou de l'Alberta, il y a lieu de clarifier l'information présentée, le Canada et l'Alberta tiendront des discussions dans ce but et aussi dans le but de déterminer la pertinence des éclaircissements demandés par rapport aux besoins du Canada.
- 6.4 L'Alberta accepte de mentionner les contributions du Canada dans toute la publicité qu'elle fera sur les programmes et activités pour lesquels le Canada aura fourni une contribution financière dans le cadre de la présente entente. L'Alberta s'assurera que la contribution du Canada et celle de l'Alberta soient clairement identifiées dans les rapports annuels des Conseils scolaires et dans tout programme de promotion ou de publicité que les Conseils scolaires pourraient entreprendre concernant les activités financées dans le cadre de la présente Entente spéciale.
- ~~5.3 L'Alberta, dans ses activités de promotion ou de publicité relatives à la présente Entente spéciale, doit faire mention de la participation du ministère du Patrimoine canadien d'une manière à refléter la contribution financière du Canada.~~

7. DURÉE

- 7.1 La présente Entente spéciale lie l'Alberta et le Canada pour la période commençant le 1er avril 1999 et se terminant le 31 mars 2004, et toutes les contributions devant être versées par le Canada en conformité avec les présentes dispositions ne visent que les activités réalisées et les dépenses faites par l'Alberta au cours de ladite période en fonction du plan d'action de l'Alberta.

8. MODIFICATION

- 8.1 Les parties peuvent, d'un commun accord écrit, modifier la présente Entente spéciale ou y mettre fin pendant la durée de celle-ci.
- 8.2 L'une ou l'autre des parties peut mettre fin à la présente entente au terme de n'importe quel exercice financier, en donnant avis écrit à l'autre partie au moins un exercice financier complet à l'avance.

8.3 Sur réception de l'avis décrit à l'article 8.2

a) aucune nouvelle activité ne doit être entreprise;

b) les activités existantes doivent se terminer à la date prévue dans l'avis
et aucune dépense ne doit être faite après la date d'expiration de
l'entente.

9. **ÉVALUATION**

9.1 Chaque année, si jugé nécessaire, les parties se rencontreront pour faire le point sur l'Entente spéciale et pour discuter des résultats des activités menées dans le cadre de celle-ci. Elles pourront convenir d'inviter les représentants des Conseils scolaires francophones à participer à cette rencontre.

9.2 L'Alberta convient de fournir au Canada un rapport sur l'évaluation des activités réalisées avec l'appui financier du Canada, dans les six mois suivant l'expiration de la présente Entente spéciale.

le progrès fait auprès ✓

10. **CONSULTATIONS**

10.1 L'Alberta continuera de consulter, si jugé nécessaire, en particulier les Conseils scolaires francophones, dont les membres sont élus, et les groupes et associations intéressées, en particulier les Conseils scolaires francophones, relativement aux programmes éducatifs prévus par la présente Entente spéciale. Le Canada, dans son champ de compétence, se propose de consulter les associations et les groupes intéressés quant aux programmes mis en place en vertu de la présente Entente spéciale.

11. **PARTENARIAT**

11.1 Les parties reconnaissent que la présente Entente spéciale ne constitue pas une association en vue de former une société ou une co-entreprise, ni ne crée de relation de mandataires entre le Canada et l'Alberta.

12. **MEMBRES DE LA CHAMBRE DES COMMUNES, DU SÉNAT ET DE L'ASSEMBLÉE LÉGISLATIVE DE L'ALBERTA**

12.1 Aucun membre de la Chambre des communes, du Sénat et de l'Assemblée législative de l'Alberta ne peut prendre part à la présente entente ou en tirer quelque avantage que ce soit.

13. **FONCTIONNAIRES ET EMPLOYÉS DU GOUVERNEMENT**

13.1 Aucun fonctionnaire ou employé du Canada n'est admis à être partie à la présente entente ni à participer à aucun des bénéfices qui en proviennent sans le consentement écrit du ministre de qui relève le fonctionnement ou l'employé.

14. **RESPONSABILITÉ DU CANADA**

14.1 Le Canada ne répond ni des blessures, même mortelles, ni des dommages matériels subis par l'Alberta ou qui que ce soit d'autre, à l'occasion de l'exécution de la présente entente par l'Alberta, à moins que ces blessures ou dommages ne soient imputables à une faute commise par un employé ou agent du Canada dans l'exercice de ses fonctions.

15. INDEMNISATION

- 15.1 L'Alberta devra indemniser le Canada et la ministre du Patrimoine canadien ainsi que leurs employés ou mandataires et les dégager de toute responsabilité pour les réclamations, pertes, dommages, frais et dépenses découlant d'une blessure ou d'un décès ou encore pour les pertes ou dommages à la propriété attribuables ou présumés attribuables à l'Alberta ou à ses employés ou mandataires dans l'exercice des activités décrites dans la présente entente.**

16. COMMUNICATIONS

- 16.1 Toute communication destinée au Canada concernant la présente Entente spéciale doit être envoyée par courrier à l'adresse suivante :

La ministre du Patrimoine canadien
Patrimoine canadien
Ottawa (Ontario)
K1A 0M5

- 16.2 Toute communication destinée à l'Alberta concernant la présente Entente spéciale doit être envoyée par courrier à l'adresse suivante :

Le ministre de l'Apprentissage
Gouvernement de l'Alberta
Édifice Législatif, pièce 227
Edmonton (Alberta)
T5K 2B6

- 16.3 Toute communication ainsi envoyée sera réputée avoir été reçue après le délai nécessaire à une lettre pour parvenir, dans des circonstances normales, à destination.

17. ANNEXES

- 17.1 Les annexes ci-jointes font partie intégrante de la présente Entente spéciale :

Annexe 1 - Modalités et conditions administratives;
Annexe 2 - Plan d'action de l'Alberta.

EN FOI DE QUOI, les parties ont signé la présente Entente spéciale à la date inscrite à la première page.

AU NOM DU CANADA

AU NOM DE L'ALBERTA

Ministre du Patrimoine canadien

Ministre de l'Apprentissage

EN PRÉSENCE DE :

EN PRÉSENCE DE :

Témoin

Témoin

snell / Approuvé en vertu de la *not buld*
Loi organisationnelle de l'Alberta

Ministre des Relations internationales
et intergouvernementales

EN PRÉSENCE DE :

Témoin

ANNEXE 1

ENTENTE SPÉCIALE CANADA-ALBERTA RELATIVE AU DÉVELOPPEMENT
DE
L'ÉDUCATION DE LA MINORITÉ FRANCOPHONE

MODALITÉS ET CONDITIONS ADMINISTRATIVES

1. PAIEMENT

- 1.1 Pour chacun des exercices financiers, le Canada s'engage à verser à l'Alberta la contribution mentionnée à l'article 3 de la présente Entente spéciale de la façon suivante :
- a) pour le premier exercice financier, un premier paiement représentant environ la moitié (50 p. 100) de la contribution du Canada, après la signature de la présente Entente spéciale;
 - b) pour chaque exercice subséquent, le premier versement représentant environ la moitié (50 p. 100) de la contribution du Canada pour cet exercice sera fait sous réserve de la réception et de l'acceptation d'un rapport d'activités détaillé au sujet des progrès accomplis en vue de la réalisation des objectifs du plan d'action pour l'exercice précédent et au besoin, d'un du plan d'action mis à jour, le cas échéant, à condition que les exigences pour les versements précédents aient été remplies;
 - c) pour chaque exercice de la présente Entente spéciale, le second paiement, n'excédant pas le solde de la contribution du Canada pour cet exercice financier, sera versé après la réception et l'acceptation :
 - (i) d'un état financier final certifié relatif à la contribution du Canada à l'Alberta pour l'exercice précédent, sauf la première année de l'entente s'il y a lieu;
 - (ii) d'un état financier provisoire certifié démontrant les dépenses réelles faites par l'Alberta durant la période se terminant le 31 janvier de l'exercice courant et les dépenses prévues pour la fin de l'année scolaire provincial;
 - (iii) d'un rapport détaillé sur les activités réalisées l'année précédente dans le cadre du plan d'action (Annexe 2), sauf la première année de l'entente.
- 1.2 En plus des rapports annuels mentionnés à l'article 1.1 de la présente annexe, l'Alberta devra soumettre au Canada, d'ici le 31 décembre 2004, un rapport final détaillé sur les activités réalisées dans le cadre détaillant l'état des réalisations du plan d'action de l'Alberta.

ANNEXE 1

- 1.3 En plus des états financiers visés à l'article 1.1 de la présente Annexe, un état financier final certifié, démontrant les dépenses réelles faites par l'Alberta durant l'exercice financier se terminant le 31 mars 2004 devra être présenté au Canada au plus tard neuf mois après la fin de cet exercice financier, soit le 31 décembre 2004.
- 1.4 Les montants à payer par le Canada à l'Alberta conformément à la présente Entente spéciale seront effectués dans un délai approximatif de trente (30) jours ouvrables suivant la réception des documents visés à l'article 1.1 de la présente annexe, à condition que les renseignements présentés dans lesdits documents soient conformes aux modalités de la présente Entente spéciale et que l'Alberta ait donné suite aux questions soulevées par le Canada, le cas échéant.

2. TRANSFERTS

- 2.1 L'Alberta pourra transférer des fonds entre les objectifs du Plan d'action avec l'autorisation écrite du Canada, dans la mesure où ces transferts ne remettent pas en question l'atteinte des résultats prévus dans le plan d'action. L'Alberta devra présenter une demande en ce sens au *Canada* ~~Patrimoine canadien~~ avant le ~~15 février~~ *1er mars* de l'exercice financier visé.

3. ÉTATS FINANCIERS CERTIFIÉS ET RAPPORTS D'ACTIVITÉS

- 3.1 Aux fins de la présente Entente spéciale, l'Alberta présentera au Canada des états financiers certifiés par un agent principal de programme et par un agent principal des finances, lesquels auront été dûment autorisés par l'Alberta et agréés par le Canada.
- 3.2 Aux fins de la présente Entente spéciale, les états financiers mentionnés à l'article 1 de la présente annexe, sont des états détaillés de toutes les dépenses faites par l'Alberta à l'égard des activités financées dans le cadre de la présente Entente spéciale. Ces états financiers seront présentés de façon conforme au budget du plan d'action.
- 3.3 Les rapports d'activités mentionnés à l'article 1 de la présente annexe doivent contenir une description détaillée des activités ~~réalisées dans le cadre du~~ ~~mentionnées dans le~~ Plan d'action de l'Alberta (Annexe 2) ~~et des résultats attendus.~~ X

4. EXCÉDENT

- 4.1 Si les paiements versés à l'Alberta, conformément à la présente Entente spéciale, dépassent les montants auxquels l'Alberta a droit, la somme excédentaire devra être remise au Canada. Si la somme excédentaire n'a pas été remise, le Canada pourra déduire un montant équivalent à ses contributions ultérieures à l'Alberta.

ANNEXE 1

5. VÉRIFICATION FINANCIÈRE

- 5.1 Le Canada se réserve le droit de vérifier ou de faire vérifier les comptes et registres de l'Alberta relatifs aux dispositions de la présente Entente spéciale afin de s'assurer du respect de ces dispositions, et l'Alberta accepte de mettre à la disposition des vérificateurs tout registre, document ou renseignement dont ceux-ci pourraient avoir besoin. La portée et l'étendue des vérifications financières, et le moment choisi pour les entreprendre, seront fixés par le Canada et, le cas échéant, ces vérifications pourront être menées par des fonctionnaires du ministère du Patrimoine canadien ou par leurs agents.
- 5.2 Le Canada accepte d'informer l'Alberta des résultats de toute vérification financière et de verser à l'Alberta, le plus tôt possible après la vérification financière, toute somme d'argent qui pourrait, selon la vérification l'étude, s'avérer due par lui à l'Alberta. L'Alberta accepte de verser au Canada, sur la foi des résultats de la vérification financière, toute somme d'argent qui pourrait s'avérer due par elle au Canada.

ANNEXE 2

PLAN D'ACTION DE L'ALBERTA

DECEMBER 8, 2000

DRAFT 2

**CANADA - ALBERTA SPECIAL AGREEMENT
ON INVESTMENT MEASURES FOR
QUALITY OF MINORITY-LANGUAGE EDUCATION**

CANADA - ALBERTA SPECIAL AGREEMENT ON INVESTMENT MEASURES FOR QUALITY OF MINORITY-LANGUAGE EDUCATION

THIS SPECIAL AGREEMENT was been concluded in English and in French on this _____ day of _____, 2001.

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, hereinafter referred to as "Canada", represented by the Minister of Canadian Heritage,

AND: **HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA** **THE GOVERNMENT OF ALBERTA**, hereinafter referred to as "Alberta", represented by the Minister of Learning of Alberta,

WHEREAS the *Canadian Constitution*, and more particularly the *Canadian Charter of Rights and Freedoms*, as well as the *Official Languages Act*, recognize that French and English are the official languages of Canada and Canada recognizes its responsibilities and undertakings with respect to those languages;

WHEREAS education is within the jurisdiction of the province and Alberta ~~is therefore entitled to determine the objectives, define the content and establish the priorities of its minority-language educational programs, and to evaluate them~~ *and evaluates*

change requested in Draft 3

WHEREAS section 23 of the *Canadian Charter of Rights and Freedoms* recognizes the right of Canadians belonging to the French-language or English-language minority in a province or territory to have their children educated in their own language where numbers warrant in facilities owned by the minority;

WHEREAS the Legislative Assembly of Alberta has legislated the *School Amendment Act, 1993* which provides for the implementation of Francophone school governance;

WHEREAS the Minister of Canadian Heritage is instructed, in accordance with the *Official Languages Act*, to encourage and assist provincial and territorial governments to offer members of the official language minority communities education in their own language;

WHEREAS Canada and Alberta have previously implemented a Special Agreement that resulted in the establishment of Francophone school governance in Alberta;

WHEREAS Canada has approved a new series of Special Measures designed to further its investment in the quality of the educational programs in the language of the minority, to consolidate the network of post-secondary institutions and to promote the learning of the second language;

NOW THEREFORE, this Special Agreement witnesses that the parties hereto agree as follows:

1. PURPOSE OF THE SPECIAL AGREEMENT

- 1.1 The purpose of this Special Agreement is to establish a framework for cooperation between Canada and Alberta for the purpose of furthering investment in the quality of the education programs in the minority language, pursuant to the Alberta Action Plan appearing in **Schedule 2**.

2. PURPOSE OF THE CONTRIBUTION

2.1 Subject to the provisions of clause 3.1 of this Special Agreement, Canada agrees to contribute to the additional expenses incurred by Alberta in order to achieve the objectives related to French-language school governance and French post-secondary education described in its Action Plan, including support for:

(i) Francophone authorities in the areas of sparsity and distance of students, school plant operations and maintenance, central administration, special needs assessment and services, francisation and urban transportation;

(ii) the expansion of Francophone governance in southern Alberta and the provision of teaching/learning resources and evaluation services in French first language programs;

(iii) the expansion of the number of programs and services offered by the Faculté Saint-Jean and the University of Calgary; and

(iv) an increase in bursaries for full-time post-secondary studies in French in Alberta or elsewhere in Canada.

2.2 The Alberta Action Plan appearing in Schedule 2 to this Agreement includes a more detailed description of the activities that are to be undertaken, the desired outcomes results contemplated and Alberta's performance indicators, as well as a proposed breakdown of the respective contributions of Canada and Alberta.

3. CONTRIBUTIONS OF CANADA AND ALBERTA

3.1 Subject to the appropriation of funds by Parliament, the maintenance of the current and forecasted budgetary spending levels budgeted in for the Official Languages in Education Program and the terms and conditions of this Special Agreement, Canada agrees to contribute to the eligible expenditures made by Alberta for the implementation of its Action Plan (Schedule 2) for the purposes described in clause 2, the lesser of ten million seven hundred thousand dollars (\$10,700,000) and 50 per cent of the total eligible expenditures made by Alberta, which are allocated for distribution as follows:

<u>1999-2000</u>	<u>\$ 2,800,000</u>
2000-2001	\$ 2,200,000
2001-2002	\$ 1,708,000
2002-2003	\$ 1,992,000
2003-2004	\$ 2,000,000

*should this be in
as it will be taken
since 99-00 will not
be in action plan*

3.2 Canada and Alberta recognize that Canada's contribution provided in a particular fiscal year shall be paid to support activities that are implemented during the provincial school year.

3.3 The above contributions shall be in addition to Canada's contributions under the Bilateral Agreement on Official Languages in Education or any similar agreement between Canada and Alberta in connection with French-language education.

- 3.4 Subject to the appropriation of funds by the Legislative Assembly of Alberta and the continuation of the current and forecasted budgetary spending levels budgeted for the Department of Learning, Alberta agrees to contribute to the eligible expenditures under the approved Action Plan (described in Schedule 2), in accordance with the following schedule:

Fiscal year	
1999-2000	\$3,005,175
2000-2001	\$4,348,575
2001-2002	\$4,588,000
2002-2003	\$4,855,000
2003-2004	\$5,156,150

should this be in

- 3.5 Alberta's funds which qualify for cost-sharing under this agreement will be in addition to the funds normally granted in the context of the provincial Funding Manual for School Authorities and the regular increases pertaining thereto.
- 3.6 Alberta's contribution shall be in addition to its contributions under the Bilateral Agreement on Official Languages in Education or any other similar agreement between Canada and Alberta in connection with French-language education.
- 3.7 Canada and Alberta agree that an amount of one million nine hundred thousand dollars (\$1,900,000) will be used for Francophone minority governance and French post-secondary education over a period of four years from the regular funding of the Official Languages in Education Program, subject to the maintenance of the current and forecasted budgetary levels until March 31, 2003. This will bring the total federal contribution to twelve million six hundred thousand dollars (\$12,600,000). It is understood that this amount is in addition to the guaranteed funding for Alberta identified in the Protocol for Agreement for Minority-Language Education and Second-Language Instruction 1998-99 to 2002-2003.
- 3.8 The administrative terms and conditions governing the payment of Canada's contribution under this Special Agreement are in Schedule 1 to this Special Agreement.

and renewal of the OLEP out of it

contradiction from 1999?

4. ELIGIBLE EXPENDITURES

- 4.1 For the purpose of this Agreement, the eligible expenditures for each activity listed in Clause 2.1 may include, among others, salaries and benefits, professional fees, administrative fees, costs associated with purchasing or renting essential material and equipment, with producing and acquiring pedagogical materials and with training.

5. BUDGET AND APPROVED ACTIVITIES

- 5.1 Canada and Alberta agree that the contributions referred to in clause 3 apply only to the activities described in the Alberta Action Plan (Schedule 2), in accordance with the federal and provincial budgetary breakdowns provided for in this Agreement.

6. PUBLIC INFORMATION

- 6.1 Canada and Alberta agree that the text of this Special Agreement and the Schedules thereto shall be made available to all provincial and territorial governments and to the public.

6.2 Alberta shall make public an annual report on the activities carried out and the results achieved as part of its Action Plan (Schedule 2). This report shall be made public in conjunction with the annual report referred to in Clause 1.3 of Schedule A to the *Agreement between the Government of Canada and the Government of Alberta for Minority-Language Education and Second-Language Instruction*.

6.3 Alberta shall provide the information referred to in Clause 5.2 of this Agreement in the manner it considers to be most appropriate to its particular circumstances. If there is a need, in the opinion of Canada or Alberta, to clarify the information provided, Canada and Alberta will hold discussions to do so and to review the pertinence of such information to the needs of Canada.

6.4 Alberta agrees to give recognition of Canada's participation when conducting publicity for all programs and activities for which financial assistance was provided by Canada.

~~5.3 In its promotion and publicity activities in relation to this Special Agreement, Alberta shall mention the participation of the Department of Canadian Heritage in a way that reflects the financial contribution of Canada.~~

7. DURATION

7.1 This Special Agreement between Alberta and Canada is valid for the period commencing April 1, 1999 and ending March 31, 2004, and all of the contributions to be paid by Canada pursuant to the present provisions, shall cover only the activities carried out and the expenditures made by Alberta during the said period in terms of Alberta's Action Plan.

8. AMENDMENT

8.1 The parties may, by mutual agreement in writing, amend this Special Agreement or terminate it during the term of the Agreement.

8.2 Either party may terminate this Agreement at the end of any fiscal year by giving notice in writing to the other party at least one full fiscal year in advance.

8.3 Upon receipt of such a notice as described in Clause 8.2.

(a) no new measure shall be undertaken, and

(b) the existing measures shall terminate as of the date provided for in this notice and no expenditure shall be made after the date of expiration of this Agreement.

9. EVALUATION

9.1 The parties shall meet annually, if necessary, to review progress made under this Special Agreement. They may agree to invite the representatives of the Francophone School Boards to participate in this meeting.

9.2 Alberta agrees to provide a report to Canada, within the six months following the expiration of this Special Agreement, on the ~~evaluation of the~~ activities carried out with Canada's financial support. *progress made on*

10. CONSULTATIONS

- 10.1 Alberta will continue to consult, where deemed necessary, interested groups and associations, in particular the Francophone school boards, in relation to the educational programs envisaged under this Special Agreement. Canada, within its field of jurisdiction, proposes to consult the interested associations and groups concerning the programs established under this Special Agreement.

11. PARTNERSHIP

- 11.1 The parties acknowledge that this Special Agreement does not constitute an association for the purpose of forming a partnership or joint venture, nor does it create any agency relationship between Canada and Alberta.

12. MEMBERS OF THE HOUSE OF COMMONS, THE SENATE AND THE LEGISLATIVE ASSEMBLY OF ALBERTA

- 12.1 No member of the House of Commons, the Senate or the Legislative Assembly of Alberta may be admitted to any share or part of this Agreement or to any benefit arising therefrom.

13. OFFICIALS AND EMPLOYEES OF THE GOVERNMENT

- 13.1 No official or employee of Canada may be admitted to any share or part of this Agreement or to any benefit arising therefrom without the consent in writing of the Minister to whom the official or employee reports.

14. LIABILITY OF CANADA

- 14.1 Canada is not liable for any injury, including fatal injury, or material damage suffered by Alberta or anyone else as a result of the implementation of this Agreement by Alberta unless such injuries or damages are attributable to the fault of an employee or agent of Canada in the course of his or her duties.

15. INDEMNIFICATION

- 15.1 Alberta shall indemnify and save harmless Canada and the Minister of Canadian Heritage and their servants or agents from and against all claims, losses, damages, costs and expenses related to any injury or death of a person, or loss or damage to property caused or alleged to be caused by Alberta or its servants or agents in carrying out the activities described in this Agreement.

16. COMMUNICATIONS

- 16.1 Any notice concerning this Special Agreement intended for Canada shall be sent by mail to the following address:

The Minister of Canadian Heritage
Canadian Heritage
Ottawa, Ontario
K1A 0M5

- 16.2 Any notice concerning this Special Agreement intended for Alberta shall be sent by mail to the following address:

The Minister of Learning
Government of Alberta
Legislative Building, Room 227
Edmonton, Alberta
T5K 2B6

- 16.3 Any notice sent in this way shall be deemed to have been received after the time required for a letter to reach its destination under normal circumstances.

17. SCHEDULES

- 17.1 The schedules attached hereto are an integral part of this Special Agreement:

Schedule 1 - Administrative Procedures and Terms;
Schedule 2 - Alberta Action Plan.

IN WITNESS WHEREOF, the parties have executed this Special Agreement on the date inscribed on the first page.

ON BEHALF OF CANADA

ON BEHALF OF ALBERTA

Minister of Canadian Heritage

Minister of Learning

IN THE PRESENCE OF:

IN THE PRESENCE OF:

Witness

Witness

Approved pursuant to the
~~Alberta Organization of~~ Act
Government ✓

Minister of International and
Intergovernmental Affairs Relations ✓

IN THE PRESENCE OF:

Witness

SCHEDULE 1

CANADA-ALBERTA SPECIAL AGREEMENT FOR THE DEVELOPMENT OF FRANCOPHONE MINORITY EDUCATION

ADMINISTRATIVE PROCEDURES AND TERMS

1. PAYMENT

- 1.1 In each fiscal year, Canada agrees to pay to Alberta the contribution referred to in clause 3 of this Special Agreement, as follows:
- (a) in the first fiscal year, an initial payment representing about one half (50 per cent) of Canada's contribution, following the signing of this Special Agreement;
 - (b) in each subsequent fiscal year, the initial payment representing about one half (50 per cent) of Canada's contribution for that year will be made subject to the receipt and acceptance of an updated Action Plan, where necessary, and on the condition that the requirements for the previous payments have been met;
 - (c) in each fiscal year of this Special Agreement, the second payment, which shall not exceed the balance of Canada's contribution for that year, shall be paid following receipt and acceptance:
 - (i) of a final certified financial statement in relation to Canada's contribution to Alberta for the preceding year, if applicable except for the first year of the Agreement;
 - (ii) of an interim certified financial statement demonstrating the actual expenditures made by Alberta during the period ending January 31 of the current year and the anticipated expenditures to the end of the provincial school year;
 - (iii) of a detailed report on the activities conducted under the Action Plan (Schedule 2) in the preceding year, except for the first year of the Agreement.
- 1.2 In addition to the annual reports referred to in clause 1.1 of this Schedule, Alberta shall submit to Canada, by December 31, 2004, a final detailed report on the progress made on Alberta's Action Plan.
- 1.3 In addition to the financial statements referred to in clause 1.1 of this Schedule, a final certified financial statement demonstrating the actual expenditures made by Alberta during the fiscal year ending March 31, 2004 shall be presented to Canada no later than nine months following the end of that fiscal year, i.e. December 31, 2004. — check spacing
- 1.4 The amount payable by Canada to Alberta pursuant to this Special Agreement shall be paid within a period of approximately thirty (30) business days following the receipt of the documents referred to in clause 1.1 of this Schedule, provided that the information presented in the said documents is consistent with the terms and conditions of this Special Agreement and that Alberta has responded to any questions raised by Canada, where applicable.

SCHEDULE 1

2. TRANSFERS

- 2.1 Alberta may transfer funds among the objectives of the Action Plan with the authorization in writing of Canada provided that these transfers do not call into question the achievement of the results set out in the action plan. Alberta shall present the appropriate request to Canadian Heritage before March 4 February 15 of the fiscal year in question. *Canada*

3. CERTIFIED FINANCIAL STATEMENTS AND ACTIVITY REPORTS

- 3.1 For the purposes of this Special Agreement, Alberta will present financial statements to Canada, certified by a senior program officer and a senior financial officer, who shall be duly authorized by Alberta and agreed to by Canada.
- 3.2 For the purposes of this Special Agreement, the financial statements referred to in clause 1 of this Schedule are detailed statements of all expenditures made by Alberta in regard to the activities funded within the framework of this Special Agreement. These financial statements shall be presented in a way that is consistent with the budget of the Action Plan.
- 3.3 The activity reports referred to in Clause 1 of this Schedule shall contain a detailed description of the activities carried out within the framework of the Action Plan (Schedule 2) and of the ensuing outcomes.

referred to in the Alberta

4. OVERPAYMENT

- 4.1 Should the payments made to Alberta pursuant to this Special Agreement exceed the amounts to which Alberta is entitled, the excess amount shall be returned to Canada. Should the excess amount not be returned, Canada may deduct an equivalent amount from its subsequent contributions to Alberta.

5. FINANCIAL AUDIT

- 5.1 Canada reserves the right to audit Alberta's accounts and records pertaining to the provisions of this Special Agreement, or to have them audited, for the purpose of ensuring that these provisions are being fulfilled, and Alberta agrees to make available to the auditors any book, record or information they may require. The scope and extent of the financial audits, and the time selected to perform them, shall be established by Canada and, where applicable, these audits may be conducted by officials of the Department of Canadian Heritage or their agents.
- 5.2 Canada agrees to inform Alberta of the results of any financial audit and to pay Alberta, as soon as possible after the audit, any monies that the audit may show to be then due and owing to Alberta. Alberta agrees to pay to Canada, on being informed of the results of such financial audit, any monies that the audit may show to be due and owing to Canada.

SCHEDULE 2

ALBERTA'S ACTION PLAN

Monic Albert

To: Edith Gendron/HullOttawa/PCH/CA@PCH, Barbara Perron/HullOttawa/PCH/CA@PCH, Micheline Guilbeault/HullOttawa/PCH/CA@PCH, Marion Menard/HullOttawa/PCH/CA@PCH, Roseline Roy/HullOttawa/PCH/CA@PCH, Nicole Frenette/HullOttawa/PCH/CA@PCH, Angelina Munaretto/HullOttawa/PCH/CA@PCH
cc: Jacinthe Guindon/HullOttawa/PCH/CA@PCH, Lise Toupin/HullOttawa/PCH/CA@PCH, Andre Latreille/HullOttawa/PCH/CA@PCH, Yvan Déry/HullOttawa/PCH/CA@PCH
Subject: SA MAJESTÉ!

Je viens d'avoir une longue conversation avec Thérèse Laberge et cette dernière me confirme que les ententes doivent être conclues entre Sa Majesté la Reine du chef du **Canada**, ci-après appelée «Canada», représentée par la ministre du Patrimoine canadien et Sa Majesté la Reine de (nom de la province), ci-après appelée (nom de la province), représentée par (Her Majesty the Queen in Right of name of (Province), hereinafter referred to as "Province", represented by...)

Pour ce qui est des territoires, elle nous (nous= Barbara, Micheline et Roseline) demande de vérifier auprès de nos interlocuteurs pour savoir quelle est leur appellation juridique. En d'autres mots, quel libellé utilisent-ils dans leurs contrats? Thérèse ne sait pas si le fait qu'ils ne sont pas des provinces les diffèrent des provinces lorsqu'il s'agit de leur appellation juridique. Si vous n'arrivez pas à trouver, informez-en Thérèse et elle fera la recherche pour vous.

Pour ce qui est des signatures, Thérèse est d'accord pour qu'on dise »Au nom du Canada» et «Au nom de (Province)» «On behalf of Canada» «On behalf of (Province)» étant donné que Sa Majesté est «ci-après appelée Canada et Province»!

Y comprenez-vous quelque chose?

Monic Albert

To: Edith Gendron/HullOttawa/PCH/CA@PCH, Micheline Guilbeault/HullOttawa/PCH/CA@PCH, Marion Menard/HullOttawa/PCH/CA@PCH, Barbara Perron/HullOttawa/PCH/CA@PCH, Nicole Frenette/HullOttawa/PCH/CA@PCH
cc: Lise Toupin/HullOttawa/PCH/CA@PCH, Jacinthe Guindon/HullOttawa/PCH/CA@PCH, Andre Latreille/HullOttawa/PCH/CA@PCH
Subject: Entente spéciale

1° Deux oublis à la version anglaise (ils ont été rectifiés dans le «model») :

Paragraphe 2.1, Annexe 1

...with the authorization in writing of Canada, **provided that these transfers do not call into question the achievement of the results set out in the Action Plan (Schedule 2).**

Paragraphe 3.3, Annexe 1

...shall contain a detailed description of the activities **carried out within the framework of the Action Plan (Schedule 2) and of the ensuing outcomes.**

2° Le texte des ententes doit être adapté en fonction de la structure du plan d'action provincial. Celui de l'Î.-P.-É. (modèle) propose six grandes activités. C'est pourquoi le texte de l'entente parle d'activités, de transferts entre activités. D'autres plans provinciaux proposent x nombre de grands objectifs à l'intérieur desquels se trouvent des activités. Le cas échéant, il faudra parler d'objectifs, de transferts entre objectifs, etc.

MERCI BARBARA!

----- Envoyée par Monic Albert/HullOttawa/PCH/CA le 12-08-2000 10:56 -----

Monic Albert

Pour : Edith Gendron/HullOttawa/PCH/CA@PCH, Micheline Guilbeault/HullOttawa/PCH/CA@PCH, Marion Menard/HullOttawa/PCH/CA@PCH, Barbara Perron/HullOttawa/PCH/CA@PCH, Nicole Frenette/HullOttawa/PCH/CA@PCH, Angelina Munaretto/HullOttawa/PCH/CA@PCH, cc : Lise Toupin/HullOttawa/PCH/CA@PCH, Jacinthe Guindon/HullOttawa/PCH/CA@PCH, Andre Latreille/HullOttawa/PCH/CA@PCH

Objet : Entente spéciale

En voici une autre :

Annexe 1, paragraphe 2.1

...devra présenter une demande en ce sens **au Canada...**

...shall submit the appropriate request **to Canada...**

Approuvé par Jacinthe.

P.S. Quelqu'un sait-il comment enlever le fichier BK! du répertoire \tententesLOE?

----- Envoyée par Monic Albert/HullOttawa/PCH/CA le 12-07-2000 16:58 -----

Monic Albert

Pour : Edith Gendron/HullOttawa/PCH/CA@PCH, Micheline Guilbeault/HullOttawa/PCH/CA@PCH, Marion Menard/HullOttawa/PCH/CA@PCH, Barbara Perron/HullOttawa/PCH/CA@PCH, Nicole Frenette/HullOttawa/PCH/CA@PCH, Angelina Munaretto/HullOttawa/PCH/CA@PCH
cc : Lise Toupin/HullOttawa/PCH/CA@PCH, Jacinthe Guindon/HullOttawa/PCH/CA@PCH, Andre Latreille/HullOttawa/PCH/CA@PCH

Objet : Entente spéciale

Ça y est! C'est parti! Premières corrections à apporter à l'entente spéciale (Merci Barbara!).

1° - Paragraphe 16.1 de la version **anglaise**. Schedule 1: Administrative Terms and Conditions and Schedule 2: (Province) Action Plan. **Toutefois**, si le texte de votre entente l'annexe 1 renferme le plan d'action et l'annexe 2 les modalités administratives, **No problem!**

2° - Annexe 1, sous-alinéa 1.1 c) (ii) :

...et les dépenses prévues **jusqu'à la fin scolaire**.

...and the anticipated expenditures to **the end of the school year**.

Cela est conforme au paragraphe 3.2 de l'entente spéciale et à l'alinéa 2.1 e) de l'Annexe A de l'entente bilatérale.

À la prochaine!

P.S. J'ai apporté les changements au modèle/model.



From: Monic Albert on 12/07/2000 11:05 AM
To: Edith Gendron/HullOttawa/PCH/CA@PCH, Micheline Guilbeault/HullOttawa/PCH/CA@PCH, Marion Menard/HullOttawa/PCH/CA@PCH, Roseline Roy/HullOttawa/PCH/CA@PCH, Barbara Perron/HullOttawa/PCH/CA@PCH, Nicole Frenette/HullOttawa/PCH/CA@PCH, Angelina Munaretto/HullOttawa/PCH/CA@PCH
cc: Yvan Déry/HullOttawa/PCH/CA@PCH, Jacinthe Guindon/HullOttawa/PCH/CA@PCH, Andre Latreille/HullOttawa/PCH/CA@PCH, Lise Toupin/HullOttawa/PCH/CA@PCH
Subject: Modèle d'entente spéciale

Vous trouverez dans le répertoire **i:ententesLOE** les versions française et anglaise de l'ébauche d'entente spéciale que nous avons présentée à l'Î.-P.-É. Cette ébauche a été vue et acceptée par les services financiers et juridiques du Ministère. Vous pourrez vous en inspirer pour vos ententes spéciales, le cas échéant.

Mais attention!!! Le paragraphe 3.4 est particulier à l'Î.-P.-É. Il devra être modifié en fonction des conditions en vigueur dans vos provinces et territoires respectifs (contribution équivalente ou supérieure à celle du Canada sauf à T.-N. ...et dans les territoires?).

Aussi : les provinces et territoires ont le choix entre 2 versements (modalités de paiement du modèle) ou 4 versements (même calendrier que celui de l'entente LOE).

P.S. Si vous trouvez des coquilles dans les textes du «modèle» d'entente spéciale, veuillez m'en faire part. Je me porte volontaire pour en coordonner la diffusion.

NOVEMBER 28, 2000

DRAFT

**CANADA-ALBERTA SPECIAL AGREEMENT
FOR THE DEVELOPMENT OF
FRANCOPHONE MINORITY EDUCATION**

Canada-Alberta Special Agreement For the Development of Francophone Minority Education

THIS SPECIAL AGREEMENT was made on this ____ day of _____, 2000.

^{THE QUEEN}
BETWEEN: HER MAJESTY IN RIGHT OF CANADA, hereinafter referred to as
"Canada", represented by the Minister of Canadian Heritage,

AND: THE GOVERNMENT OF ALBERTA, hereinafter referred to as "Alberta",
represented by the Minister of Learning of Alberta,

WHEREAS the *Canadian Constitution*, and more particularly the *Canadian Charter of Rights and Freedoms*, as well as the *Official Languages Act*, recognize that French and English are the official languages of Canada and Canada recognizes its responsibilities and undertakings with respect to those languages;

WHEREAS education is within the jurisdiction of the province and Alberta is therefore entitled to determine the objectives, define the content, and establish the priorities of its French language programs in the language of the minority and to evaluate them;
minority-language educational programs

WHEREAS section 23 of the *Canadian Charter of Rights and Freedoms* recognizes the right of Canadians belonging to the French-language or English-language minority in a province to have their children educated in their own language where numbers warrant in facilities owned by the minority;

WHEREAS the Legislative Assembly of Alberta has legislated the *School Amendment Act, 1993* which provides for the implementation of Francophone school governance;

WHEREAS the Minister of Canadian Heritage is instructed, in accordance with the *Official Languages Act*, to encourage and assist provincial and territorial governments to offer members of the official language minority communities education in their own language;

WHEREAS Canada and Alberta have previously implemented a Special Agreement that resulted in the establishment of Francophone school governance in Alberta;

WHEREAS Canada has approved a new series of Special Measures designed to further its investment in the quality of the educational programs in the language of the minority, to consolidate the network of post-secondary institutions and to promote the learning of the second language;

NOW THEREFORE, this Special Agreement witnesses that the parties hereto agree as follows:

1. PURPOSE OF THE SPECIAL AGREEMENT

- 1.1 The purpose of this Special Agreement is to establish a framework for cooperation between Canada and Alberta for the purpose of furthering investment in the quality of the education programs in the minority language, pursuant to the Alberta action plan appearing in Schedule 2 X

2. PURPOSE OF THE CONTRIBUTION

- 2.1 Subject to the provisions of clause 3.1 of this Special Agreement, Canada agrees to contribute to the additional expenses incurred by Alberta in order to achieve the objectives related to French-language school governance and French post-secondary education described in its action plan, including support for:

(i) Francophone Authority administration and programs and services to their kindergarten to grade 12 students;

(ii) the expansion of Francophone governance in southern Alberta and the provision of teaching/learning resources and evaluation services in French first language programs;

(iii) the expansion of the number of programs and services offered by the Faculté Saint-Jean and the University of Calgary; and

(iv) bursaries for full-time post-secondary studies in French in Alberta or elsewhere in Canada.

- 2.2 The Alberta action plan appearing in Schedule 2 X → to this Agreement includes a more detailed description of the activities that are to be undertaken, the results desired outcomes contemplated and Alberta's performance indicators, as well as a proposed breakdown of the respective contributions of Canada and Alberta.

3. CONTRIBUTIONS OF CANADA AND ALBERTA

- 3.1 Subject to the appropriation of funds by Parliament, the maintenance of the current, spending levels budgeted in the Official Languages in Education Program and the terms and conditions of this Special Agreement, Canada agrees to contribute to the eligible expenditures made by Alberta for the implementation of its action plan for the purposes

and forecasted
budgetary

(Schedule 2)

described in clause 2, the lesser of ten million seven hundred thousand dollars (\$10,700,000) and 50 per cent of the total eligible expenditures made by Alberta, which are allocated for distribution as follows:

1999-2000	\$ 2,800,000	
2000-2001	\$ 3,200,000	x
2001-2002	\$ 2,500,000	\$ 1,708,000
2002-2003	\$ 1,200,000	\$ 1,992,000
2003-2004	x \$ 1,000,000	

3.2 **Canada and Alberta recognize that Canada's contribution provided in a particular fiscal year shall be paid to support activities that are implemented during the provincial school year. ~~Alberta will be informed by Canada no later than March 15 of each year of any amendments to the agreement.~~** *? we don't need this line*

3.2 The above contributions shall be in addition to Canada's contributions under the Bilateral Agreement on Official Languages in Education or any similar agreement between Canada and Alberta in connection with French-language education.

3.3 Subject to the appropriation of funds by the Legislative Assembly of Alberta and the continuation of the current *and forecasted budgetary* spending levels *budgeted* for the Department of Learning, Alberta agrees to contribute to the eligible expenditures under the approved Action Plan (described in Schedule 1), in accordance with the following schedule: x

<u>Fiscal year</u>	
1999-2000	\$3,005,175
2000-2001	\$4,348,575
2001-2002	\$4,588,000
2002-2003	\$4,855,000
2003-2004	\$5,156,150

3.4 Alberta's funds which qualify for cost-sharing under this agreement will be in addition to the funds normally granted in the context of the provincial Funding Manual for School Authorities and the regular increases pertaining thereto.

3.5 Alberta's contribution shall also be in addition to its contributions under the Bilateral Agreement on Official Languages in Education or any other similar agreement between Canada and Alberta in connection with French-language education.

3.6 Canada and Alberta agree that an amount of one million nine hundred thousand dollars (\$1,900,000) will be used for Francophone minority and

French post-secondary education over a period of four years from the regular funding of the Official Languages in Education Program, subject to the maintenance of the current and forecasted budgetary levels until March 31, 2003. This will bring the total federal contribution to twelve million six hundred thousand dollars (\$12,600,000). It is understood that this amount is in addition to the guaranteed funding for Alberta identified in the *Protocol for Agreement for Minority-Language Education and Second-Language Instruction 1998-99 to 2002-2003*.

- ⁶
3.7 The administrative terms and conditions governing the payment of Canada's contribution under this Special Agreement are in Schedule 4 to this Special Agreement. X

4. BUDGET AND APPROVED ACTIVITIES

- 4.1 Canada and Alberta agree that the contributions referred to in clause 3 apply only to the activities described in the Alberta Action Plan X (Schedule 2), in accordance with the federal and provincial budgetary breakdowns provided for in this Agreement.

5. PUBLIC ACKNOWLEDGEMENT

- 5.1 Canada and Alberta agree that the text of this Special Agreement and the Schedules thereto shall be made available to all provincial and territorial governments and to the public.
- 5.2 Alberta agrees to give recognition of Canada's participation when conducting publicity for all programs and activities for which financial assistance was provided by Canada.
- 5.3 In its promotion and publicity activities in relation to this Special Agreement, Alberta shall mention the participation of the Department of Canadian Heritage in a way that reflects the financial contribution of Canada.

6. DURATION

- 6.1 This Special Agreement between Alberta and Canada is valid for the period commencing April 1, 1999 and ending March 31, 2004, and all of the contributions to be paid by Canada pursuant to the present provisions, shall cover only the activities carried out and the expenditures made by Alberta during the said period in terms of Alberta's action plan.

Ajout
→

7. AMENDMENT

- 7.1 The parties may, by mutual agreement in writing, amend this Special Agreement or terminate it during the term of the Agreement.

→ Ajout

8. EVALUATION

- 8.1 The parties shall meet annually, if necessary, to review progress made under this Special Agreement. They may agree to invite the representatives of the Francophone School Boards to participate in this meeting.
- 8.2 Alberta agrees to provide a report to Canada, within the six months following the expiration of this Special Agreement, on the progress made on the activities carried out with Canada's financial support.

9. CONSULTATIONS

- 9.1 Alberta will continue to consult, where deemed necessary, interested groups and associations, in particular the Francophone school boards, in relation to the educational programs envisaged under this Special Agreement. Canada, within its field of jurisdiction, proposes to consult the interested associations and groups concerning the programs established under this Special Agreement.

10. PARTNERSHIP

- 10.1 The parties acknowledge that this Special Agreement does not constitute an association for the purpose of forming a partnership or joint venture, nor does it create any agency relationship between Canada and Alberta.

Ajout →

11. COMMUNICATIONS

- 11.1 Any notice concerning this Special Agreement intended for Canada shall be sent by mail to the following address:

The Minister of Canadian Heritage
Canadian Heritage
Ottawa, Ontario
K1A 0M5

- 11.2 Any notice concerning this Special Agreement intended for Alberta shall be sent by mail to the following address:

The Minister of Learning
Government of Alberta
Legislative Building, Room 227
Edmonton, Alberta
T5K 2B6

- 11.3 Any notice sent in this way shall be deemed to have been received after the time required for a letter to reach its destination under normal circumstances.

12. SCHEDULES

- 11.1 The schedules attached hereto are an integral part of this Special Agreement:

Schedule ~~1~~ - Alberta Action Plan;
Schedule ~~2~~ - Administrative Procedures and Terms.

X
X

IN WITNESS WHEREOF, the parties have executed this Special Agreement on the date inscribed on the first page.

GOVERNMENT OF CANADA
*ON BEHALF OF HER MAJESTY THE
QUEEN IN RIGHT OF CANADA*

Minister of Canadian Heritage

ON BEHALF OF THE
GOVERNMENT OF ALBERTA

Minister of Learning

IN THE PRESENCE OF:

Witness

IN THE PRESENCE OF:

Witness

—————→
Approved pursuant to the Alberta *Organizational Act*

Minister of International and Intergovernmental Affairs

IN THE PRESENCE OF:

Witness

SCHEDULE 2

ALBERTA'S ACTION PLAN

SCHEDULE 1

**CANADA-ALBERTA SPECIAL AGREEMENT FOR THE
DEVELOPMENT OF FRANCOPHONE MINORITY EDUCATION**

ADMINISTRATIVE PROCEDURES AND TERMS

1. PAYMENT

1.1 In each fiscal year, Canada agrees to pay to Alberta the contribution referred to in clause 3 of this Special Agreement, as follows:

- Change*
- (a) in the first fiscal year, an initial payment representing about one half (50 per cent) of Canada's contribution, following the signing of this Special Agreement;
 - (b) in each subsequent fiscal year, the initial payment representing about one half (50 per cent) of Canada's contribution for that year will be made subject to the acceptance of a detailed activities report on the progress achieved in accomplishing the objectives of the action plan in the preceding year and, where necessary, an updated action plan, provided that the preceding instalments have been fulfilled; *receipt and*
 - (c) in each fiscal year of this Special Agreement, the second payment, which shall not exceed the balance of Canada's contribution for that year, shall be paid following receipt and acceptance:
 - (i) of a final certified financial statement in relation to Canada's contribution to Alberta for the preceding year, if applicable;
 - (ii) of an interim certified financial statement demonstrating the actual expenditures made by Alberta during the period ending January 31 of the current year and the anticipated expenditures to the end of the provincial school year of that year. ✓
- pas rattaché*

1.2 In addition to the annual reports referred to in clause 1.1 of this Schedule, Alberta shall submit to Canada, by December 31, 2004, a final report on the progress made on Alberta's action plan.

SCHEDULE 2

- 1.3 In addition to the financial statements referred to in clause 1.1 of this Schedule, a final certified financial statement demonstrating the actual expenditures made by Alberta during the fiscal year ending March 31, 2004 shall be presented to Canada no later than nine months following the end of that fiscal year, i.e. December 31, 2004.
- 1.4 The amount payable by Canada to Alberta pursuant to this Special Agreement shall be paid within a period of approximately thirty (30) business days following the receipt of the documents referred to in Clause 1.1 of this Schedule, provided that the information presented in the said documents is consistent with the terms and conditions of this Special Agreement and that Alberta has responded to any questions raised by Canada, where applicable. X

3 TRANSFERS

- 3.1 Alberta may transfer funds among the objectives of the Action Plan with the authorization in writing of Canada. Alberta shall present the appropriate request before ~~March 1~~ of the fiscal year in question. X

4 CERTIFIED FINANCIAL STATEMENTS AND ACTIVITY REPORTS

- 3.1.1 For the purposes of this Special Agreement, Alberta will present financial statements to Canada, certified by a senior program officer and a senior financial officer, who shall be duly authorized by Alberta and agreed to by Canada.
- 3.1.2 For the purposes of this Special Agreement, the financial statements referred to in clause 1 of this Schedule are detailed statements of all expenditures made by Alberta in regard to the activities funded within the framework of this Special Agreement. These financial statements shall be presented in a way that is consistent with the budget of the Action plan.
- 3.1.3 The ^{activity} ~~activities~~ reports referred to in Clause 1 of this Schedule shall contain a detailed description of the activities referred to in the Alberta Action plan (Schedule 2). X

SCHEDULE 2

4
5.

OVERPAYMENT

- 4.1 Should the payments made to Alberta pursuant to this Special Agreement exceed the amounts to which Alberta is entitled, the excess amount shall be returned to Canada. Should the excess amount not be returned, Canada may deduct an equivalent amount from its subsequent contributions to Alberta.

6.

FINANCIAL AUDIT

- 6.1 Canada reserves the right to audit Alberta's accounts and records pertaining to the provisions of this Special Agreement, or to have them audited, for the purpose of ensuring that these provisions are being fulfilled, and Alberta agrees to make available to the auditors any book, record or information they may require. The scope and extent of the financial audits, and the time selected to perform them, shall be established by Canada and, where applicable, these audits may be conducted by officials of the Department of Canadian Heritage or their agents.
- 6.2 Canada agrees to inform Alberta of the results of any financial audit and to pay Alberta, as soon as possible after the audit, any monies that the audit may show to be then due and owing to Alberta. Alberta agrees to pay to Canada, on being informed of the results of such financial audit, any monies that the audit may show to be due and owing to Canada.

described in clause 2, the lesser of ten million seven hundred thousand dollars (\$10,700,000) and 50 per cent of the total eligible expenditures made by Alberta, which are allocated for distribution as follows:

1999-2000	\$ 2,800,000
2000-2001	\$ 3,200,000
2001-2002	\$ 2,500,000
2002-2003	\$ 1,200,000
2003-2004	\$ 1,000,000

Canada and Alberta recognize that Canada's contribution provided in a particular fiscal year shall be paid to support activities that are implemented during the provincial school year. Alberta will be informed by Canada no later than March 15 of each year of any amendments to the agreement.

- 3.2 The above contributions shall be in addition to Canada's contributions under the Bilateral Agreement on Official Languages in Education or any similar agreement between Canada and Alberta in connection with French-language education.
- 3.3 Subject to the appropriation of funds by the Legislative Assembly of Alberta and the continuation of the current spending levels budgeted for the Department of Learning, Alberta agrees to contribute to the eligible expenditures under the approved Action Plan (described in Schedule 1), in accordance with the following schedule:

<u>Fiscal year</u>	
1999-2000	\$3,005,175
2000-2001	\$4,348,575
2001-2002	\$4,588,000
2002-2003	\$4,855,000
2003-2004	\$5,156,150

- 3.4 Alberta's funds which qualify for cost-sharing under this agreement will be in addition to the funds normally granted in the context of the provincial Funding Manual for School Authorities and the regular increases pertaining thereto.
- 3.5 Alberta's contribution shall also be in addition to its contributions under the Bilateral Agreement on Official Languages in Education or any other similar agreement between Canada and Alberta in connection with French-language education.
- 3.6 Canada and Alberta agree that an amount of one million nine hundred thousand dollars (\$1,900,000) will be used for Francophone minority and

NOVEMBER 20, 2000

DRAFT

**CANADA-ALBERTA SPECIAL AGREEMENT
FOR THE DEVELOPMENT OF
FRANCOPHONE MINORITY EDUCATION**

Canada-Alberta Special Agreement For the Development of Francophone Minority Education

THIS SPECIAL AGREEMENT was made on this ____ day of _____, 2000.

BETWEEN: THE GOVERNMENT OF CANADA, hereinafter referred to as "Canada",
represented by the Minister of Canadian Heritage,

AND: THE GOVERNMENT OF ALBERTA, hereinafter referred to as "Alberta",
represented by the Minister of Learning of Alberta,

WHEREAS the *Canadian Constitution*, and more particularly the *Canadian Charter of Rights and Freedoms*, as well as the *Official Languages Act*, recognize that French and English are the official languages of Canada and Canada recognizes its responsibilities and undertakings with respect to those languages;

WHEREAS education is within the jurisdiction of the province and Alberta is therefore entitled to determine the objectives, define the content and establish the priorities of its French language programs in the language of the minority and to evaluate them;

WHEREAS section 23 of the *Canadian Charter of Rights and Freedoms* recognizes the right of Canadians belonging to the French-language or English-language minority in a province to have their children educated in their own language where numbers warrant in facilities owned by the minority;

WHEREAS the Legislative Assembly of Alberta has legislated the *School Amendment Act, 1993* which provides for the implementation of Francophone school governance;

WHEREAS the Minister of Canadian Heritage is instructed, in accordance with the *Official Languages Act*, to encourage and assist provincial and territorial governments to offer members of the official language minority communities education in their own language;

WHEREAS Canada and Alberta have previously implemented a Special Agreement that resulted in the establishment of Francophone school governance in Alberta;

WHEREAS Canada has approved a new series of Special Measures designed to further its investment in the quality of the educational programs in the language of the minority, to consolidate the network of post-secondary institutions and to promote the learning of the second language;

NOW THEREFORE, this Special Agreement witnesses that the parties hereto agree as follows:

1. PURPOSE OF THE SPECIAL AGREEMENT

- 1.1 The purpose of this Special Agreement is to establish a framework for cooperation between Canada and Alberta for the purpose of furthering ~~its~~ investment in the quality of the education programs in the minority language, pursuant to the Alberta action plan appearing in Schedule 1. *

2. PURPOSE OF THE CONTRIBUTION

- 2.1 Subject to the provisions of clause 3.1 of this Special Agreement, Canada agrees to contribute to the additional expenses incurred by Alberta in order to achieve the objectives related to French-language school governance and French post-secondary education described in its action plan, including support for:

(i) Francophone Authority administration and programs and services to their kindergarten to grade 12 students

(ii) the expansion of Francophone governance in s and the provision of teaching/learning resources and services in French first language programs;

(iii) the expansion of the number of programs and by the Faculté Saint-Jean and the University of Ca

(iv) bursaries for full-time post-secondary studies in Alberta or elsewhere in Canada.

too vast; refer back to action plan (sparsity, special needs, etc.)
will we be ↑ number of bursaries?
- need to show further to LOB action plan

- 2.2 The Alberta action plan appearing in Schedule 1 includes a more detailed description of the activities that are to be undertaken, the results contemplated and Alberta's performance indicators, as well as a proposed breakdown of the respective contributions of Canada and Alberta.

3. CONTRIBUTIONS OF CANADA AND ALBERTA

- 3.1 Subject to the appropriation of funds by Parliament, the maintenance of the current spending levels budgeted in the Official Languages in Education Program and the terms and conditions of this Special Agreement, Canada agrees to contribute to the eligible expenditures made by Alberta for the implementation of its action plan for the purposes

NOW THEREFORE, this Special Agreement witnesses that the parties hereto agree as follows:

1. PURPOSE OF THE SPECIAL AGREEMENT

- 1.1 The purpose of this Special Agreement is to establish a framework for cooperation between Canada and Alberta for the purpose of furthering ~~the~~ investment in the quality of the education programs in the minority language, pursuant to the Alberta action plan appearing in Schedule 1. *

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(i) Francophone Authority administration and programs and services to their kindergarten to grade 12 students;

(ii) the expansion of Francophone governance in southern Alberta and the provision of teaching/learning resources and evaluation services in French first language programs;

(iii) the expansion of the number of programs and services offered by the Faculté Saint-Jean and the University of Calgary; and

(iv) bursaries for full-time post-secondary studies in French in Alberta or elsewhere in Canada.

- 2.2 The Alberta action plan appearing in Schedule 1 includes a more detailed description of the activities that are to be undertaken, the results contemplated and Alberta's performance indicators, as well as a proposed breakdown of the respective contributions of Canada and Alberta.

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- 3.1 Subject to the appropriation of funds by Parliament, the maintenance of the current spending levels budgeted in the Official Languages in Education Program and the terms and conditions of this Special Agreement, Canada agrees to contribute to the eligible expenditures made by Alberta for the implementation of its action plan for the purposes

described in clause 2, the lesser of ten million seven hundred thousand dollars (\$10,700,000) and 50 per cent of the total eligible expenditures made by Alberta, which are allocated for distribution as follows:

<u>Fiscal Year</u>		
before June 30, 2000	1999-2000	\$ 2,800,000 ✓
before June 30, 2001	2000-2001	\$ 3,200,000
before June 30, 2002	2001-2002	\$ 2,500,000
before June 30, 2003	2002-2003	\$ 1,200,000
before March 31, 2004	2003-2004	\$ 1,000,000

3.2 The above contributions shall be in addition to Canada's contributions under the Bilateral Agreement on Official Languages in Education or any similar agreement between Canada and Alberta in connection with French-language education.

3.3 Canada will inform Alberta of the distribution, by fiscal year, of those payments described in clause 3.1 no later than April 15 of each year. Canada and Alberta recognize that Canada's contribution provided in a particular fiscal year shall be paid to support activities that are implemented during the provincial school year.

3.4 Subject to the appropriation of funds by the Legislative Assembly of Alberta and the continuation of the current spending levels budgeted for the Department of Learning, Alberta agrees to contribute to the eligible expenditures under the approved Action Plan (described in Schedule 1), in accordance with the following schedule:

<u>Fiscal year</u>	
1999-2000	\$3,005,175
2000-2001	\$4,348,575
2001-2002	\$4,588,000
2002-2003	\$4,855,000
2003-2004	\$5,156,150

3.5 Alberta's funds which qualify for cost-sharing under this agreement will be in addition to the funds normally granted in the context of the provincial Funding Manual for School Authorities and the regular increases pertaining thereto.

3.6 Alberta's contribution shall also be in addition to its contributions under the Bilateral Agreement on Official Languages in Education or any other similar agreement between Canada and Alberta in connection with French-language education.

3.7 Canada and Alberta agree that an amount of one million nine hundred thousand dollars (\$1,900,000) will be used for Francophone minority and

by Canada
Any amendments will be reported to the agreement
by Canada no later than March 15 of each year of any

3

Alberta will be informed by Canada no later than March 15 of each year of any

Jean Carmer

X

French post-secondary education over a period of four years from the regular funding of the Official Languages in Education Program, subject to the maintenance of the current and forecasted budgetary levels until March 31, 2003. This will bring the total federal contribution to twelve million six hundred thousand dollars (\$12,600,000). It is understood that this amount is in addition to the guaranteed funding for Alberta identified in the *Protocol for Agreement for Minority-Language Education and Second-Language Instruction 1998-99 to 2002-2003*.

- 3.8 The administrative terms and conditions governing the payment of Canada's contribution under this Special Agreement are in Schedule 2 to this Special Agreement.

4. BUDGET AND APPROVED ACTIVITIES

- 4.1 Canada and Alberta agree that the contributions referred to in clause 3 apply only to the activities described in the Alberta Action Plan (Schedule 1).

5. PUBLIC ACKNOWLEDGEMENT

- 5.1 Canada and Alberta agree that the text of this Special Agreement and the Schedules thereto shall be made available to all provincial and territorial governments and to the public.
- 5.2 Alberta agrees to give recognition of Canada's participation when conducting publicity for all programs and activities for which financial assistance was provided by Canada.
- 5.3 In its promotion and publicity activities in relation to this Special Agreement, Alberta shall mention the participation of the Department of Canadian Heritage in a way that reflects the financial contribution of Canada.

6. DURATION

- 6.1 This Special Agreement between Alberta and Canada is valid for the period commencing April 1, 1999 and ending March 31, 2004, and all of the contributions to be paid by Canada pursuant to the present provisions, shall cover only the activities carried out and the expenditures made by Alberta during the said period in terms of Alberta's action plan.

7. AMENDMENT

- 7.1 The parties may, by mutual agreement in writing, amend this Special Agreement or terminate it during the term of the Agreement.

8. EVALUATION

- 8.1 The parties shall meet annually, if necessary, to review progress made under this Special Agreement. They may agree to invite the representatives of the Francophone School Boards to participate in this meeting.
- 8.2 Alberta agrees to provide a report to Canada, within the six months following the expiration of this Special Agreement, on the progress made on the activities carried out with Canada's financial support.

9. CONSULTATIONS

- 9.1 Alberta will continue to consult, where deemed necessary, interested groups and associations, in particular the Francophone school boards, in relation to the educational programs envisaged under this Special Agreement. Canada, within its field of jurisdiction, proposes to consult the interested associations and groups concerning the programs established under this Special Agreement.

10. PARTNERSHIP

- 10.1 The parties acknowledge that this Special Agreement does not constitute an association for the purpose of forming a partnership or joint venture, nor does it create any agency relationship between Canada and Alberta.

11. COMMUNICATIONS

- 11.1 Any notice concerning this Special Agreement intended for Canada shall be sent by mail to the following address:

The Minister of Canadian Heritage
Canadian Heritage
Ottawa, Ontario
K1A 0M5

- 11.2 Any notice concerning this Special Agreement intended for Alberta shall be sent by mail to the following address:

The Minister of Learning
Government of Alberta
Legislative Building, Room 227
Edmonton, Alberta
T5K 2B6

- 11.3 Any notice sent in this way shall be deemed to have been received after the time required for a letter to reach its destination under normal circumstances.

12. SCHEDULES

- 11.1 The schedules attached hereto are an integral part of this Special Agreement:

Schedule 1 - Alberta Action Plan;
Schedule 2 - Administrative Procedures and Terms.

IN WITNESS WHEREOF, the parties have executed this Special Agreement on the date inscribed on the first page.

GOVERNMENT OF CANADA

GOVERNMENT OF ALBERTA

Minister of Canadian Heritage

Minister of Learning

IN THE PRESENCE OF:

IN THE PRESENCE OF:

Witness

Witness

Approved pursuant to the Alberta *Organizational Act*

Minister of International and Intergovernmental Affairs

IN THE PRESENCE OF:

Witness

SCHEDULE 1

ALBERTA'S ACTION PLAN

SCHEDULE 2

CANADA-ALBERTA SPECIAL AGREEMENT FOR THE DEVELOPMENT OF FRANCOPHONE MINORITY EDUCATION

ADMINISTRATIVE PROCEDURES AND TERMS

1. PAYMENT

- 1.1 In each fiscal year, Canada agrees to pay to Alberta the contribution referred to in clause 3 of this Special Agreement, as follows:
- (a) in the first fiscal year, an initial payment representing about one half (50 per cent) of Canada's contribution, following the signing of this Special Agreement;
 - (b) in each subsequent fiscal year, the initial ^{initial} payment representing about one half (50 per cent) of Canada's contribution for that year will be made subject to the acceptance of a detailed activities report on the progress achieved in accomplishing the objectives of the action plan in the preceding year and, where necessary, an updated action plan, provided that the preceding instalments have been fulfilled;
 - (c) in each fiscal year of this Special Agreement, the second payment, which shall not exceed the balance of Canada's contribution for that year, shall be paid following receipt and acceptance:
 - (i) of a final certified financial statement in relation to Canada's contribution to Alberta for the preceding year, if applicable;
 - (ii) of an interim certified financial statement demonstrating the actual expenditures made by Alberta during the period ending January 31 of the current year and the anticipated expenditures to the end of the provincial school-year of that year.
- 1.2 In addition to the annual reports referred to in clause 1.1 of this Schedule, Alberta shall submit to Canada, by December 31, 2004, a final report on the progress made on Alberta's action plan.

SCHEDULE 2

- 1.3 In addition to the financial statements referred to in clause 1.1 of this Schedule, a final certified financial statement demonstrating the actual expenditures made by Alberta during the fiscal year ending March 31, 2004 shall be presented to Canada no later than nine months following the end of that fiscal year, i.e. December 31, 2004.
- 1.4 The amount payable by Canada to Alberta pursuant to this Special Agreement shall be paid within a period of approximately thirty (30) business days following the receipt of the documents referred to in clause 1.1 of this Schedule, provided that the information presented in the said documents is consistent with the terms and conditions of this Special Agreement and that Alberta has responded to any questions raised by Canada, where applicable.

3. TRANSFERS

- 3.1 Alberta may transfer funds among the objectives of the Action Plan with the authorization in writing of Canada. Alberta shall present the appropriate request before March 1 of the fiscal year in question.

4. CERTIFIED FINANCIAL STATEMENTS

- 4.1 For the purposes of this Special Agreement, Alberta will present financial statements to Canada, certified by a senior program officer and a senior financial officer, who shall be duly authorized by Alberta and agreed to by Canada.
- 4.2 For the purposes of this Special Agreement, the financial statements referred to in clause 1 of this Schedule are detailed statements of all expenditures made by Alberta in regard to the activities funded within the framework of this Special Agreement. These financial statements shall be presented in a way that is consistent with the budget of the Action plan.
- 4.3 The activities reports referred to in clause 1 of this Schedule shall contain a detailed description of the activities referred to in the Alberta Action plan (Schedule 1).

SCHEDULE 2

5. OVERPAYMENT

- 5.1 Should the payments made to Alberta pursuant to this Special Agreement exceed the amounts to which Alberta is entitled, the excess amount shall be returned to Canada. Should the excess amount not be returned, Canada may deduct an equivalent amount from its subsequent contributions to Alberta.

6. FINANCIAL AUDIT

- 6.1 Canada reserves the right to audit Alberta's accounts and records pertaining to the provisions of this Special Agreement, or to have them audited, for the purpose of ensuring that these provisions are being fulfilled, and Alberta agrees to make available to the auditors any book, record or information they may require. The scope and extent of the financial audits, and the time selected to perform them, shall be established by Canada and, where applicable, these audits may be conducted by officials of the Department of Canadian Heritage or their agents.
- 6.2 Canada agrees to inform Alberta of the results of any financial audit and to pay Alberta, as soon as possible after the audit, any monies that the audit may show to be then due and owing to Alberta. Alberta agrees to pay to Canada, on being informed of the results of such financial audit, any monies that the audit may show to be due and owing to Canada.

Alberta's Charges
November 2000

~~JUNE 8~~ October 31, 2000

DRAFT

**CANADA-ALBERTA SPECIAL AGREEMENT
FOR THE DEVELOPMENT OF
FRANCOPHONE MINORITY EDUCATION**

Canada-Alberta Special Agreement For the Development of Francophone Minority Education

THIS SPECIAL AGREEMENT was made on this ____ day of _____, 2000.

BETWEEN: THE GOVERNMENT OF CANADA, hereinafter referred to as "Canada",
represented by the Minister of Canadian Heritage,

AND: THE GOVERNMENT OF ALBERTA, hereinafter referred to as "Alberta",
represented by the Minister of Learning of Alberta,

WHEREAS the Constitution of Canada, and more particularly the *Canadian Charter of Rights and Freedoms*, as well as the *Official Languages Act*, recognize that French and English are the official languages of Canada and Canada recognizes its responsibilities and undertakings with respect to those languages;

WHEREAS education is within the jurisdiction of the province and Alberta is therefore entitled to determine the objectives, define the content and establish the priorities of its French language programs in the language of the minority and to evaluate them;

WHEREAS section 23 of the Canadian Charter of Rights and Freedoms recognizes the right of Canadians belonging to the French-language or English-language minority in a province to have their children educated in their own language where numbers warrant in ~~its~~ facilities;

owned by the minority

~~**WHEREAS** the Supreme Court of Canada has ruled that Section 23 of the Canadian Charter of Rights and Freedoms confers upon minority language parents a right of management and control over the educational facilities in which their children are taught, where numbers warrant;~~

WHEREAS the Legislative Assembly of Alberta has adopted the School Amendment Act, 1993 which provides for the implementation of Francophone school governance;

WHEREAS the Minister of Canadian Heritage is instructed, in accordance with the Official Languages Act, to encourage and assist provincial and territorial governments to offer members of the official language minority communities education in their own language;

WHEREAS Canada and Alberta have previously implemented a Special Agreement that resulted in the establishment of Francophone school governance in Alberta;

WHEREAS Canada has approved a new series of Special Measures designed to

further its investment in the quality of the educational programs in the language of the minority, to consolidate the network of post-secondary institutions and to promote the learning of the second language;

2

NOW THEREOFRE, this Special Agreement witnesses that the parties hereto agree as follows:

1. PURPOSE OF THE SPECIAL AGREEMENT

- 1.1 The purpose of this Special Agreement is to establish a framework for cooperation between Canada and Alberta for the purpose of enhancing investing in the quality of the education programs in the minority language, pursuant to the Alberta action plan appearing in Schedule 1.

2. PURPOSE OF THE CONTRIBUTION

- 2.1 Subject to the provisions of clause 3.1 of this Special Agreement, Canada agrees to contribute to the additional expenses incurred by Alberta in order to achieve the objectives related to French-language school governance and French post-secondary education described in its action plan, including support for:

(i) francophone Authority administration and programs and services to their kindergarten to grade 12 students;

✓ (ii) the expansion of francophone governance in southern Alberta and the provision of teaching/learning resources and evaluation services in French first language programs;

✓ (iii) the expansion of the number of programs and services offered by Faculté saint-Jean and the University of Calgary;

(iv) bursaries for full-time post-secondary studies in French in Alberta or elsewhere in Canada.

- 2.2 The Alberta action plan appearing in Schedule 1 includes a more detailed description of the activities that are to be undertaken, the results contemplated and ~~the~~ Alberta's performance indicators, as well as a proposed breakdown of the respective contributions of Canada and Alberta.

3. ~~MAXIMUM AMOUNT OF CONTRIBUTIONS OF CANADA AND ALBERTA~~

- 3.1 Subject to the appropriation of funds by Parliament, the maintenance of

the current spending levels budgeted in the Official Languages in Education Program and the terms and conditions of this Special Agreement, Canada agrees to contribute to the eligible expenditures made by Alberta for the implementation of its action plan for the purposes described in clause 2, the lesser of ten million seven hundred thousand dollars (\$10,700,000) and 50 per cent of the total eligible expenditures made by Alberta, which are allocated for distribution as follows:

<u>Fiscal year</u>	
before June 30, 2000	1999-2000 \$ 2,800,000
before June 30, 2001	2000-2001 \$ 3,200,000
before June 30, 2002	2001-2002 \$ 2,500,000
before June 30, 2003	2002-2003 \$ 1,200,000
before March 31, 2004	2003-2004 \$ 1,000,000

The above contributions shall be in addition to Canada's contributions under the Bilateral Agreement on Official Languages in Education or any similar agreement between Canada and Alberta in connection with French-language education.

3

Subject to the appropriation of funds by the Legislative Assembly of Alberta and the continuation of the current spending levels budgeted for the Department of Learning, Alberta agrees to contribute to the eligible expenditures under the approved Action Plan (described in Schedule 1), in accordance with the following schedule:

<u>Fiscal year</u>	
1999-2000	\$ 3,005,175
2000-2001	\$ 4,348,575
2001-2002	\$ 4,588,000
2002-2003	\$ 4,855,000
2003-2004	\$ 5,156,150

The financial assistance allocated by the province of Alberta under section 3.2 is Alberta's funds which qualify for cost-sharing under this agreement will be in addition to the funds normally granted in the context of the School funding program and provincial Funding Manual for School Authorities and the regular increases pertaining thereto.

The budgeted Alberta's contribution shall also be in addition to Canada's and Alberta's contributions under the Bilateral Agreement on Official Languages in Education or any other similar agreement between Canada and Alberta in connection with French-language education.

Canada and Alberta agree that an amount of one million nine hundred thousand dollars (\$1,900,000) will be used for school

~~governance~~ Francophone minority and French post-secondary education over a period of four years from the regular funding of the Official Languages in Education Program, subject to the maintenance of the current and forecasted budgetary levels until March 31, 2003. This will bring the total federal contribution to twelve million six hundred thousand dollars (\$12,600,000). It is understood that this amount is in addition to the guaranteed funding for Alberta identified in the Protocol for Agreement for Minority-Language Education and Second-Language Instruction 1998-99 to 2002-2003.

- 3.6 The administrative terms and conditions governing the payment of Canada's contribution under this Special Agreement are in Schedule 2 to this Special Agreement.

4. BUDGET AND APPROVED ACTIVITIES

- 4.1 Canada and Alberta agree that the contributions referred to in clause 3 apply only to the activities described in the Alberta Action Plan (Schedule 1) ~~and in accordance with the federal provincial budget allocation in this Special Agreement.~~

4

5. PUBLIC ACKNOWLEDGEMENT

- 5.1 Canada and Alberta agree that the text of this Special Agreement and the Schedules thereto shall be made available to all provincial and territorial governments and to the ~~Canadian~~ public.
- 5.2 ~~Alberta will ensure that the respective contributions of Canada and Alberta are clearly identified in the annual reports of the School Boards and in any promotion and publicity program the School Boards may undertake concerning the activities funded within the framework of this Special Agreement.~~ Alberta agrees to give recognition of Canada's participation when conducting publicity for all programs and activities for which financial assistance was provided by Canada.
- 5.3 In its promotion and publicity activities in relation to this Special Agreement, Alberta shall mention the participation of the Department of Canadian Heritage in a way that reflects the financial contribution of Canada.

6. DURATION

- 6.1 This Special Agreement between Alberta and Canada is valid for the period commencing April 1, 1999 and ending March 31, 2004, and all of the contributions to be paid by Canada pursuant to the present provisions, shall cover only the activities carried out and the expenditures made by Alberta during the said period in terms of Alberta's action plan.

7. AMENDMENT

- 7.1 The parties may, by mutual agreement in writing, amend this Special Agreement or terminate it during the term of the Agreement.

8. EVALUATION

- 8.1 The parties shall meet annually, if necessary, to review progress made under this Special Agreement ~~and to discuss the results of the activities conducted within its framework~~. They may agree to invite the representatives of the Francophone School Boards to participate in this meeting.
- 8.2 Alberta agrees to provide a report to Canada, within the six months following the expiration of this Special Agreement, on the evaluation of the progress made on the activities carried out with Canada's financial support.

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9. CONSULTATIONS

- 9.1 Alberta will continue to consult ~~in particular the Francophone School Boards, whose members are elected, and the~~ where deemed necessary interested groups and associations, in particular the Francophone school Boards in relation to the educational programs envisaged under this Special Agreement. Canada, within its field of jurisdiction, proposes to consult the interested associations and groups concerning the programs established under this Special Agreement.

10. PARTNERSHIP

- 10.1 The parties acknowledge that this Special Agreement does not constitute an association for the purpose of forming a partnership or joint venture,

nor does it create any agency relationship between Canada and Alberta.

11. COMMUNICATIONS

- 11.1 Any notice concerning this Special Agreement intended for Canada shall be sent by mail to the following address:

The Minister of Canadian Heritage
Canadian Heritage
Ottawa, Ontario
K1A 0M5

- 11.2 Any notice concerning this Special Agreement intended for Alberta shall be sent by mail to the following address:

The Minister of Learning
Government of Alberta
Legislative Building, Room 227
Edmonton, Alberta
T5K 2B6

- 11.3 Any notice sent in this way shall be deemed to have been received after the time required for a letter to reach its destination under normal circumstances.

12. SCHEDULES

- 11.1 The schedules attached hereto are an integral part of this Special Agreement:

Schedule 1 - Alberta Action Plan;
Schedule 2 - Administrative Procedures and Terms.

IN WITNESS WHEREOF, the parties have executed this Special Agreement on the date inscribed on the first page.

GOVERNMENT OF CANADA

GOVERNMENT OF ALBERTA

Minister of Canadian Heritage

Minister of Learning

IN THE PRESENCE OF:

IN THE PRESENCE OF:

Witness

Witness

Approved pursuant to the Alberta Organization Act

Minister of International and Intergovernmental Affairs

IN THE PRESENCE OF:

Witness

SCHEDULE 1

ALBERTA'S ACTION PLAN

SCHEDULE 2

CANADA-ALBERTA SPECIAL AGREEMENT FOR THE DEVELOPMENT OF FRANCOPHONE MINORITY EDUCATION

ADMINISTRATIVE PROCEDURES AND TERMS

1. PAYMENT

1.1 In each fiscal year, Canada agrees to pay to Alberta the contribution referred to in clause 3 of this Special Agreement, as follows:

- (a) in the first fiscal year, an initial payment representing about one half (50 per cent) of Canada's contribution, following the signing of this Special Agreement;
- (b) in each subsequent fiscal year, the initial payment representing about one half (50 per cent) of Canada's contribution for that year will be made subject to the acceptance of a detailed activities report on the progress achieved in accomplishing the objectives of the action plan in the preceding year and, where necessary, an updated action plan, provided that the preceding instalments have been fulfilled;
- (c) in each fiscal year of this Special Agreement, the second payment, which shall not exceed the balance of Canada's contribution for that year, shall be paid following receipt and acceptance:
 - (i) of a final certified financial statement in relation to Canada's contribution to Alberta for the preceding year, if applicable;
 - (ii) of an interim certified financial statement demonstrating the actual expenditures made by Alberta during the period ending January 31 of the current year and the anticipated expenditures ~~to March 31 of that year.~~ *to the end of the provincial school year of that year.*

1.2 In addition to the annual reports referred to in clause 1.1 of this Schedule, Alberta shall submit to Canada, by December 31, 2004, a final report ~~containing a detailed progress report on the progress made~~ on Alberta's action plan.

2
SCHEDULE 2

- 1.3 In addition to the financial statements referred to in clause 1.1 of this Schedule, a final certified financial statement demonstrating the actual expenditures made by Alberta during the fiscal year ending March 31, 2004 shall be presented to Canada no later than nine months following the end of that fiscal year, i.e. December 31, 2004.
- 1.4 The amount payable by Canada to Alberta pursuant to this Special Agreement shall be paid within a period of approximately thirty (30) business days following the receipt of the documents referred to in clause 1.1 of this Schedule, provided that the information presented in the said documents is consistent with the terms and conditions of this Special Agreement and that Alberta has responded to any questions raised by Canada, where applicable.

3. TRANSFERS

- 3.1 Alberta may transfer funds among the objectives of the Action Plan with the authorization in writing of Canada. Alberta shall present the appropriate request before March 1 of the fiscal year in question.

4. CERTIFIED FINANCIAL STATEMENTS

- 4.1 For the purposes of this Special Agreement, Alberta will present financial statements to Canada, certified by a senior program officer and a senior financial officer, who shall be duly authorized by Alberta and agreed to by Canada.
- 4.2 For the purposes of this Special Agreement, the financial statements referred to in clause 1 of this Schedule are detailed statements of all expenditures made by Alberta in regard to the activities funded within the framework of this Special Agreement. These financial statements shall be presented in a way that is consistent with the budget of the Action plan.
- 4.3 The activities reports referred to in clause 1 of this Schedule shall contain a detailed description of the activities referred to in the Alberta Action plan (Schedule 1).

SCHEDULE 2

5. OVERPAYMENT

- 5.1 Should the payments made to Alberta pursuant to this Special Agreement exceed the amounts to which Alberta is entitled, the excess amount shall be returned to Canada. Should the excess amount not be returned, Canada may deduct an equivalent amount from its subsequent contributions to Alberta.

6. FINANCIAL AUDIT

- 6.1 Canada reserves the right to audit Alberta's accounts and records pertaining to the provisions of this Special Agreement, or to have them audited, for the purpose of ensuring that these provisions are being fulfilled, and Alberta agrees to make available to the auditors any book, record or information they may require. The scope and extent of the financial audits, and the time selected to perform them, shall be established by Canada and, where applicable, these audits may be conducted by officials of the Department of Canadian Heritage or their agents.
- 6.2 Canada agrees to inform Alberta of the results of any financial audit and to pay Alberta, as soon as possible after the audit, any monies that the audit may show to be then due and owing to Alberta. Alberta agrees to pay to Canada, on being informed of the results of such financial audit, any monies that the audit may show to be due and owing to Canada.



ÉBAUCHE

**ENTENTE SPÉCIALE CANADA-ALBERTA
RELATIVE AU DÉVELOPPEMENT DE L'ÉDUCATION
DE LA MINORITÉ FRANCOPHONE**

3. MONTANT MAXIMUM DE LA CONTRIBUTION

- 3.1 Sous réserve de l'affectation des crédits par le Parlement, du maintien des niveaux budgétaires courants et prévus du Programme des langues officielles dans l'enseignement et des modalités et conditions de la présente Entente spéciale, le Canada s'engage à contribuer aux dépenses admissibles faites par l'Alberta pour la mise en oeuvre de son plan d'action aux fins décrites à la clause 2, le moindre de 10 millions sept cent mille dollars (10 700 000 \$) et 50 p. 100 du total des dépenses admissibles faites par l'Alberta, prévu à être réparti comme suit :

avant le 30 juin 2000 :	12 800 000 \$
avant le 30 juin 2001 :	3 200 000 \$
avant le 30 juin 2002 :	2 500 000 \$
avant le 30 juin 2003 :	1 200 000 \$
avant le 31 mars 2004 :	1 000 000 \$

- 3.3 Le Ministère du Patrimoine canadien informera le gouvernement de l'Alberta de la répartition des sommes prévues ci-dessus entre chaque exercice financier au plus tard le 15 avril de chaque année.

[Canada and Alberta recognize that Canada's contribution provided in a particular fiscal year shall be paid to support activities that are implemented during the provincial school year. (Art 5.2 de l'entente bilatérale)]

[Les montants à payer par le Canada à l'Alberta conformément à la présente Entente spéciale seront effectués dans un délai approximatif de trente (30) jours ouvrables suivant la réception des documents mentionnés à la clause 1.1 de la présente Annexe, à la condition que les renseignements présentés dans lesdits documents soient conformes aux modalités de la présente Entente spéciale et que l'Alberta ait donné suite aux questions soulevées par le Canada, le cas échéant.]

- 3.2 Sous réserve de l'affectation des crédits par l'Assemblée législative de l'Alberta et du maintien des niveaux budgétaires courants et prévus du ministère de l'Apprentissage, l'Alberta s'engage à contribuer aux dépenses admissibles en vertu du Plan d'action approuvé (décrit à l'Annexe 1), selon l'échéancier suivant :

Année financière

1999-2000 :	\$
2000-2001 :	\$
2001-2002 :	\$
2002-2003 :	\$
2003-2004 :	\$

P 1.4
et Annex

amup
entent
new

- 3.3 L'aide financière prévue par la province de l'Alberta, en vertu de l'article 3.2, est en sus des fonds normalement octroyés dans le cadre du Programme de financement des écoles et en sus des augmentations régulières s'y rattachant.
- 3.4 La contribution prévue doit également être en sus des contributions du Canada et de l'Alberta en vertu de l'Entente bilatérale sur les langues officielles dans l'enseignement ou de toute autre entente semblable entre le Canada et l'Alberta au titre de l'enseignement en français.
- 3.6 Les modalités et conditions administratives régissant le paiement de la contribution du Canada sous l'Entente spéciale se trouvent à l'Annexe 2 de la présente Entente spéciale.

ANNEXE 2

ENTENTE SPÉCIALE CANADA-ALBERTA RELATIVE AU DÉVELOPPEMENT DE L'ÉDUCATION DE LA MINORITÉ FRANCOPHONE

MODALITÉS ET CONDITIONS ADMINISTRATIVES

1. PAIEMENT

- 1.1 Pour chacun des exercices financiers, le Canada s'engage à verser à l'Alberta la contribution mentionnée à la clause 3 de la présente Entente spéciale de la façon suivante :
 - a) pour le premier exercice financier, un premier paiement représentant environ la moitié (50 p. 100) de la contribution du Canada, après signature de la présente Entente spéciale;
 - b) pour chaque exercice subséquent, le premier versement représentant environ la moitié (50 p. 100) de la contribution du Canada pour cet exercice sera fait sous réserve de l'acceptation d'un rapport d'activités détaillé au sujet des progrès accomplis en vue de la réalisation des objectifs du plan d'action pour l'exercice précédent et au besoin, d'un plan d'action mis à jour, à condition que les versements précédents aient été remplies;
 - c) pour chaque exercice de la présente Entente spéciale, le second paiement n'excédant pas le solde de la contribution du Canada pour cet exercice financier, sera versé après la réception et l'acceptation :

- (i) d'un état financier final certifié relatif à la contribution du Canada à l'Alberta pour l'exercice précédent, s'il y a lieu;
 - (ii) d'un état financier provisoire certifié démontrant les dépenses réelles faites par l'Alberta durant la période se terminant le 31 janvier de l'exercice courant et les dépenses prévues [jusqu'à la fin de l'année scolaire provinciale (art. 2 e de l'annexe de l'entente bilatérale)] au 31 mars de ce même exercice.
- 1.2 En plus des rapports annuels mentionnés à la clause 1.1 de la présente Annexe, l'Alberta devra soumettre au Canada, d'ici le 31 décembre 2004, un rapport final détaillant l'état des réalisations du plan d'action de l'Alberta.

2
ANNEXE 2

- 1.3 En plus des états financiers mentionnés à la clause 1.1 de la présente Annexe, un état financier final certifié, démontrant les dépenses réelles faites par l'Alberta durant l'exercice financier se terminant le 31 mars 2004 devra être présenté au Canada au plus tard neuf mois après la fin de cet exercice financier, soit le 31 décembre 2004.
- 1.4 Les montants à payer par le Canada à l'Alberta conformément à la présente Entente spéciale seront effectués dans un délai approximatif de trente (30) jours ouvrables suivant la réception des documents mentionnés à la clause 1.1 de la présente Annexe, à la condition que les renseignements présentés dans lesdits documents soient conformes aux modalités de la présente Entente spéciale et que l'Alberta ait donné suite aux questions soulevées par le Canada, le cas échéant.

3. TRANSFERTS

- 3.1 L'Alberta pourra transférer des fonds entre les objectifs du Plan d'action avec l'autorisation écrite du Canada. L'Alberta devra présenter une demande en ce sens avant le 1er mars de l'exercice financier visé.

4. ÉTATS FINANCIERS CERTIFIÉS

- 4.1 Aux fins de la présente Entente spéciale, l'Alberta présentera des états financiers au Canada, certifiés par un agent principal de programme et par un agent principal des finances, lesquels auront été dûment autorisés par l'Alberta et agréés par le Canada.
- 4.2 Aux fins de la présente Entente spéciale, les états financiers mentionnés à la clause 1 de la présente Annexe, sont des états détaillés de toutes les dépenses faites par l'Alberta à l'égard des activités financées dans le

cadre de la présente Entente spéciale. Ces états financiers seront présentés de façon conforme au budget du Plan d'action.

- 4.3 Les rapports d'activités mentionnés à la clause 1 de la présente Annexe doivent contenir une description détaillée des activités mentionnées dans le Plan d'action de l'Alberta (Annexe 1).

ANNEXE 2

5. EXCÉDENT

- 5.1 Si les paiements versés à l'Alberta, conformément à la présente Entente spéciale, dépassent les montants auxquels l'Alberta a droit, la somme excédentaire devra être remise au Canada. Si la somme excédentaire n'a pas été remise, le Canada pourra déduire un montant équivalent à ses contributions ultérieures à l'Alberta.

6. VÉRIFICATION FINANCIÈRE

- 6.1 Le Canada se réserve le droit de vérifier ou de faire vérifier les comptes et registres de l'Alberta relatifs aux dispositions de la présente Entente spéciale afin de s'assurer du respect de ces dispositions, et l'Alberta accepte de mettre à la disposition des vérificateurs tout registre, document ou renseignement dont ceux-ci pourraient avoir besoin. La portée et l'étendue des vérifications financières, et le moment choisi pour les entreprendre, seront fixés par le Canada et, le cas échéant, ces vérifications pourront être menées par des fonctionnaires du ministère du Patrimoine canadien ou par leurs agents.
- 6.2 Le Canada accepte d'informer l'Alberta des résultats de toute vérification financière et de verser à l'Alberta, le plus tôt possible après la vérification financière, toute somme d'argent qui pourrait, selon l'étude, s'avérer due par lui à l'Alberta. L'Alberta accepte de verser au Canada, sur la foi des résultats de la vérification financière, toute somme d'argent qui pourrait s'avérer due par elle au Canada.

October 26, 2000

PCH Comments for the Canada-Alberta Special Agreement for the Development of Francophone Minority Education

✓ Would it be possible to ensure that *Official Languages Act* and the *Canadian Charter of Rights and Freedoms* are italicized?

Page 2

"in facilities owned by the minority" add to pgh. 3
Paragraph 4, which refers to the Supreme Court of Canada's ruling on Section 23: Why do you want remove this paragraph. PCH would propose that it remain in the agreement.

✓ Paragraph 8: We believe it is important to retain the wording about "quality" of programs and the "network of post-secondary institutions." We would also propose a change of wording to:
"Whereas Canada has approved a new series of Special Measures designed to further its **investment** in the quality of **educational** programs in the language of the minority, to consolidate the network of post-secondary institutions and to promote the learning of the second language.

Page 3

Alberta further out investment in
Paragraph 1.1: PCH would propose that the paragraph be left as it was originally.

✓ Paragraph 2.1: Needs to be filled in.

✓ Paragraph 3.1: PCH suggests that the section that has been deleted should be retained (i.e. "Subject to the appropriation of funds by Parliament.....of this Special Agreement.")

The title of Section 3 is **Contribution of Canada and Alberta**. Therefore, a paragraph outlining Alberta's contribution will need to be added. In the previous version, this was paragraph 3.2.

✓ Although we understand that Alberta will be providing 50% of the eligible expenditures as mentioned in paragraph 3.1, PCH believes that a paragraph outlining how much per year Alberta will be providing is important.

see change
Paragraph 3.5: Could you please put back in the sentence about the total federal contribution totalling \$12,600,000? Also, I note on your changes that you would like to include a sentence about this amount being above that already guaranteed to Alberta through the former infrastructure and minimum guarantee envelopes; this sentence has not been added in the revised version. Do you want to include it?

Paragraph 4.1: Once a paragraph outlining the provincial budget has been added, the end of the sentence can be retained.

.../2

- 2 -

✓ Paragraph 5.2: PCH has noted that this section has been completely deleted but believes that the message in this paragraph is important. Perhaps, the wording used in the bilateral agreement could be used in this case (i.e. "Alberta agrees to take all reasonable measures to ensure that the respective contributions of Canada and Alberta are clearly identified" the rest of the sentence could remain as it was originally.

✓ Paragraph 8.2: PCH would like to discuss the proposed changes. *leave as was progress made*

✓ Section 10: PCH has noted that this section has been deleted completely. However, it is an integral part of all of our agreements and PCH would propose that it be retained.

~~Check with legal Dept~~



Gerard Bissonnette <Gerard.Bissonnette@gov.ab.ca> on 10/17/2000 10:18:07 AM

To: Barbara Perron/HullOttawa/PCH/CA@PCH
cc: Raymond Lamoureux <Raymond.Lamoureux@gov.ab.ca>, Carolyn Fewkes <Carolyn.Fewkes@gov.ab.ca>, Murray Lindman <Murray.Lindman@gov.ab.ca>, Bert Seinen <Bert.Seinen@gov.ab.ca>
Subject: Special Measures Agreement

Please find attached 2 copies of the draft agreement - one containing the changes recommended by Alberta using the electronic editing tool and a second one where the changes have been incorporated. If you need a faxed copy of either please let me know.

<<Special funding agreement 00 October 6.doc>> <<Special eng 00 October 6.doc>>

Also attached is a revised copy of the Action Plan which incorporates some of the suggestions submitted by Michelle Blais-Chauvin.

<<Plan d'action fédéral 05-09-00.xls>>

While this plan reflects the cashflow of federal funding under both the OLEP and Special Measures agreements as agreed to by our Deputy Ministers through the attached electronic copy of a letter from our deputy to yours.

<<35053.doc>>

This above cashflow agreement was in support of the plan attached;

<<Plan d'action fédéral deal 1.xls>>

With this information, I will endeavor to send you our reaction on the Auxiliary Agreement on the Community Centre in Legal after which we should have all necessary documents to have a conference call concerning the three documents - OLEP Bilateral, Special Measures and Auxiliary!

Gérard Bissonnette
Directeur/Director
Direction de l'éducation française/French Language Services Branch
Alberta Learning
11160 Jasper Avenue
Edmonton, Alberta
T5K 0L2

TÉL/TEL (780) 427-2940
FAX (780) 422-1947
COURRIEL/EMAIL Gerard.Bissonnette@gov.ab.ca



- Special funding agreement 00 October 6.doc



- Special eng 00 October 6.doc



- Plan d'action fédéral 05-09-00.xls



- 35053.doc



- Plan d'action fédéral deal 1.xls

New Version from Alberta

October 12, 2000

DRAFT

**CANADA-ALBERTA SPECIAL AGREEMENT
FOR THE DEVELOPMENT OF
FRANCOPHONE MINORITY EDUCATION**

Canada-Alberta Special Agreement For the Development of Francophone Minority Education

THIS SPECIAL AGREEMENT was made on this ____ day of _____, 2000.

BETWEEN: THE GOVERNMENT OF CANADA, hereinafter referred to as "Canada",
represented by the Minister of Canadian Heritage,

AND: THE GOVERNMENT OF ALBERTA, hereinafter referred to as "Alberta",
represented by the Minister of Learning of Alberta,

WHEREAS the Constitution of Canada, and more particularly the Canadian Charter of Rights and Freedoms, as well as the Official Languages Act, recognize that French and English are the official languages of Canada and Canada recognizes its responsibilities and undertakings with respect to those languages;

WHEREAS education is exclusive provincial jurisdiction and Alberta determines the objectives, defines the content and establishes the priorities of and evaluates its French language programs in the language of the minority;

OK
Is this
word
necessary

WHEREAS section 23 of the Canadian Charter of Rights and Freedoms recognizes the right of Canadians belonging to the French-language or English-language minority in a province to have their children educated in their own language where numbers warrant;

→ Alberta would like to omit TP on Supreme Court of Canada - in others but not Ontario

WHEREAS the Legislative Assembly of Alberta has legislated the School Amendment Act, 1993 which provides for the implementation of Francophone school governance;

passed?

WHEREAS the Minister of Canadian Heritage is instructed, in accordance with the Official Languages Act, to encourage and assist provincial and territorial governments to offer members of the official language minority communities education in their own language;

WHEREAS Canada and Alberta have previously implemented a Special Agreement that resulted in the establishment of Francophone school governance in Alberta;

WHEREAS Canada has approved a new series of Special Measures designed to further investment in educational programs in the language of the minority, and to promote the learning of the second language;

X

see omission of "network of post-secondary institutions"

NOW THEREFORE, this Special Agreement witnesses that the parties hereto agree as follows:

1. PURPOSE OF THE SPECIAL AGREEMENT

- 1.1 The purpose of this Special Agreement is to establish a framework for cooperation between Canada and Alberta for the purpose of investing in education programs in the minority language, pursuant to the Alberta action plan appearing in Schedule 1.

2. PURPOSE OF THE CONTRIBUTION

- 2.1 Subject to the provisions of clause 3.1 of this Special Agreement, Canada agrees to contribute to the additional expenses incurred by Alberta in order to achieve the objectives related to French-language school governance and French post-secondary education described in its action plan, including:

(i)

(ii)

(iii)

- 2.2 The Alberta action plan appearing in Schedule 1 includes a more detailed description of the activities that are to be undertaken, the results contemplated and Alberta's performance indicators, as well as a proposed breakdown of the respective contributions of Canada and Alberta.

3. THE CONTRIBUTIONS OF CANADA AND ALBERTA

- 3.1 Canada agrees to contribute to the eligible expenditures made by Alberta for the implementation of its action plan for the purposes described in clause 2, the lesser of ten million seven hundred thousand dollars (\$10,700,000) and 50 per cent of the total eligible expenditures made by Alberta, which are allocated for distribution as follows:

<u>Fiscal year</u>	
1999-2000	\$ 2,800,000
2000-2001	\$ 3,200,000
2001-2002	\$ 2,500,000
2002-2003	\$ 1,200,000
2003-2004	\$ 1,000,000

*Do we need to put
"Maximum Amount")*

Alberta spending
contribution?

Need a 1P
outlining Alberta's
contribution?
(see title of
section)

New

- 3.2 The above contribution shall be in addition to Canada's contributions under the Bilateral Agreement on Official Languages in Education or any other similar agreement between Canada and Alberta in connection with French-language education.
- 3.3 Alberta's funds which qualify for cost sharing under this agreement will be in addition to the funds normally granted in the context of the provincial Funding Manual for School Authorities and the regular increases pertaining thereto.
- 3.4 Alberta's contribution shall also be in addition to the province's contributions under the Bilateral Agreement on Official Languages in Education or any other similar agreement between Canada and Alberta in connection with French-language education.
- 3.5 Canada and Alberta agree that an amount of one million nine hundred thousand dollars (\$1,900,000) in additional federal expenditures will be used for school governance and French post-secondary education over a period of four years from the regular funding of the Official Languages in Education Program, subject to the maintenance of the current and forecasted budgetary levels until March 31, 2003. *deletion*
- addition has not been made
- 3.6 The administrative terms and conditions governing the payment of Canada's contribution under this Special Agreement are in Schedule 2 to this Special Agreement.

4. BUDGET AND APPROVED ACTIVITIES

- 4.1 Canada and Alberta agree that the contributions referred to in clause 3 apply only to the activities described in the Alberta action plan (Schedule 1).

5. PUBLIC ACKNOWLEDGEMENT

- 5.1 Canada and Alberta agree that the text of this Special Agreement and the Schedules thereto shall be made available to all provincial and territorial governments and to the public.
- *Alberta has deleted 5.2*
- 5.3 In its promotion and publicity activities in relation to this Special Agreement, Alberta shall mention the participation of the Department of Canadian Heritage in a way that reflects the financial contribution of Canada.

6. DURATION

- 6.1 This Special Agreement between Alberta and Canada is valid for the period commencing April 1, 1999 and ending March 31, 2004, and all of the contributions to be paid by Canada pursuant to the present provisions shall cover only the activities carried out and the expenditures made by Alberta during the said period in terms of Alberta's action plan.

7. AMENDMENT

- 7.1 The parties may, by mutual agreement in writing, amend this Special Agreement or terminate it during the term of the Agreement.

8. EVALUATION

- 8.1 The parties shall meet annually, if necessary, to review progress made under this Special Agreement. Parties may agree to invite comments from Francophone School Boards, where necessary, on activities funded under this special agreement.
- 8.2 Alberta will publish an annual report, in the manner considered to be most appropriate to its particular circumstances, on the initiatives undertaken with Canada's financial support and on the results achieved.

9. CONSULTATIONS

- 9.1 Alberta will continue to consult, where deemed necessary, interested groups and associations, in particular the Francophone School Boards, in relation to the educational programs envisaged under this Special Agreement. Canada, within its field of jurisdiction, proposes to consult the interested associations and groups concerning the programs established under this Special Agreement.

Alberta has deleted Section 10 on Partnership.

11. COMMUNICATIONS

- 11.1 Any notice concerning this Special Agreement intended for Canada shall be sent by mail to the following address:

The Minister of Canadian Heritage
Canadian Heritage
Ottawa, Ontario
K1A 0M5

- 11.2 Any notice concerning this Special Agreement intended for Alberta shall be sent by mail to the following address:

The Minister of Learning
Government of Alberta
Legislative Building, Room 227
Edmonton, Alberta
T5K 2B6

- 11.3 Any notice sent in this way shall be deemed to have been received after the time required for a letter to reach its destination under normal circumstances.

12. SCHEDULES

- 11.1 The schedules attached hereto are an integral part of this Special Agreement:

Schedule 1 - Alberta Action Plan;
Schedule 2 - Administrative Procedures and Terms.

IN WITNESS WHEREOF, the parties have executed this Special Agreement on the date inscribed on the first page.

IN THE PRESENCE OF:

GOVERNMENT OF CANADA

Witness

Minister of Canadian Heritage

GOVERNMENT OF ALBERTA

Witness

Minister of Learning

Witness

Minister of International and
Intergovernmental Relations

SCHEDULE 1

ALBERTA'S ACTION PLAN

SCHEDULE 2

CANADA-ALBERTA SPECIAL AGREEMENT FOR THE DEVELOPMENT OF FRANCOPHONE MINORITY EDUCATION

ADMINISTRATIVE PROCEDURES AND TERMS

1. PAYMENT

- 1.1 In each fiscal year, Canada agrees to pay to Alberta the contribution referred to in clause 3 of this Special Agreement, as follows:
- (a) in the first fiscal year, an initial payment representing about one half (50 per cent) of Canada's contribution, following the signing of this Special Agreement;
 - (b) in each subsequent fiscal year, the initial payment representing about one half (50 per cent) of Canada's contribution for that year will be made subject to the acceptance of a detailed activities report on the progress achieved in accomplishing the objectives of the action plan in the preceding year and, where necessary, an updated action plan, provided that the preceding instalments have been fulfilled;
 - (c) in each fiscal year of this Special Agreement, the second payment, which shall not exceed the balance of Canada's contribution for that year, shall be paid following receipt and acceptance:
 - (i) of a final certified financial statement in relation to Canada's contribution to Alberta for the preceding year, if applicable;
 - (ii) of an interim certified financial statement demonstrating the actual expenditures made by Alberta during the period ending January 31 of the current year and the anticipated expenditures to March 31 of that year.
- 1.2 In addition to the financial statements referred to in clause 1.1 of this Schedule, a final certified financial statement demonstrating the actual expenditures made by Alberta during the fiscal year ending March 31, 2004 shall be presented to Canada no later than nine months following the end of that fiscal year, i.e. December 31, 2004.
- 1.3 The amount payable by Canada to Alberta pursuant to this Special

Agreement shall be paid within a period of approximately thirty (30) business days following the receipt of the documents referred to in clause 1.1 of this Schedule, provided that the information presented in the said documents is consistent with the terms and conditions of this Special Agreement and that Alberta has responded to any questions raised by Canada, where applicable.

3. TRANSFERS

- 3.1 Alberta may transfer funds, provided by Canada, among the objectives of the action plan with the authorization in writing of Canada. Alberta shall present the appropriate request before March 1 of the fiscal year in question.

4. CERTIFIED FINANCIAL STATEMENTS

- 4.1 For the purposes of this Special Agreement, Alberta will present financial statements to Canada, certified by a senior program officer and a senior financial officer, who shall be duly authorized by Alberta and agreed to by Canada.
- 4.2 For the purposes of this Special Agreement, the financial statements referred to in clause 1 of this Schedule are detailed statements of all expenditures made by Alberta in regard to the activities funded within the framework of this Special Agreement. These financial statements shall be presented in a way that is consistent with the budget of the action plan.
- 4.3 The activities reports referred to in clause 1 of this Schedule shall contain a detailed description of the activities referred to in the Alberta action plan (Schedule 1).

5. OVERPAYMENT

- 5.1 Should the payments made to Alberta pursuant to this Special Agreement exceed the amounts to which Alberta is entitled, the excess amount shall be returned to Canada. Should the excess amount not be returned, Canada may deduct an equivalent amount from its subsequent contributions to Alberta.

6. FINANCIAL AUDIT

- 6.1 Canada reserves the right to audit Alberta's accounts and records pertaining to the provisions of this Special Agreement, or to have them audited, for the purpose of ensuring that these provisions are being

fulfilled, and Alberta agrees to make available to the auditors any book, record or information they may require. The scope and extent of the financial audits, and the time selected to perform them, shall be established by Canada and, where applicable, these audits may be conducted by officials of the Department of Canadian Heritage or their agents.

- 6.2 Canada agrees to inform Alberta of the results of any financial audit and to pay Alberta, as soon as possible after the audit, any monies that the audit may show to be then due and owing to Alberta. Alberta agrees to pay to Canada, on being informed of the results of such financial audit, any monies that the audit may show to be due and owing to Canada.

Alberta's Charges

October 17, 2000

JUNE 8, 2000

DRAFT

**CANADA-ALBERTA SPECIAL AGREEMENT
FOR THE DEVELOPMENT OF
FRANCOPHONE MINORITY EDUCATION**

Canada-Alberta Special Agreement For the Development of Francophone Minority Education

THIS SPECIAL AGREEMENT was made on this ____ day of _____, 2000.

BETWEEN: THE GOVERNMENT OF CANADA, hereinafter referred to as "Canada",
represented by the Minister of Canadian Heritage,

AND: THE GOVERNMENT OF ALBERTA, hereinafter referred to as "Alberta",
represented by the Minister of Learning of Alberta,

WHEREAS the Constitution of Canada, and more particularly the Canadian Charter of Rights and Freedoms, as well as the Official Languages Act, recognize that French and English are the official languages of Canada and Canada recognizes its responsibilities and undertakings with respect to those languages;

italics

WHEREAS education is ~~within the jurisdiction of the province~~ exclusive provincial jurisdiction and Alberta ~~is therefore entitled to determine~~ the objectives, defines the content, and establishes the priorities, and evaluates of its French language programs in the language of the minority ~~and to evaluate them~~;

OK

WHEREAS section 23 of the Canadian Charter of Rights and Freedoms recognizes the right of Canadians belonging to the French-language or English-language minority in a province to have their children educated in their own language where numbers warrant;

italics

WHEREAS the ~~Supreme Court of Canada has ruled that Section 23 of the Canadian Charter of Rights and Freedoms confers upon minority language parents a right of management and control over the educational facilities in which their children are taught, where numbers warrant;~~

*why do they want to take out?
- propose de maintenir*

WHEREAS the Legislative Assembly of Alberta has ~~adopted~~ legislated the School Amendment Act, 1993 which provides for the implementation of Francophone school governance;

WHEREAS the Minister of Canadian Heritage is instructed, in accordance with the Official Languages Act, to encourage and assist provincial and territorial governments to offer members of the official language minority communities education in their own language;

italics

WHEREAS Canada and Alberta have previously implemented a Special Agreement that resulted in the establishment of Francophone school governance in Alberta;

^{its}
WHEREAS Canada has approved a new series of Special Measures designed to further investment in the quality of ~~the~~ educational programs in the language of the minority, ~~to consolidate the network of post-secondary institutions and to promote the learning of the second language;~~

2

NOW THEREFORE, this Special Agreement witnesses that the parties hereto agree as follows:

1. PURPOSE OF THE SPECIAL AGREEMENT

- 1.1 The purpose of this Special Agreement is to establish a framework for cooperation between Canada and Alberta for the purpose of enhancing investing in the quality of the education programs in the minority language, pursuant to the Alberta action plan appearing in Schedule 1.

2. PURPOSE OF THE CONTRIBUTION

- 2.1 Subject to the provisions of clause 3.1 of this Special Agreement, Canada agrees to contribute to the additional expenses incurred by Alberta in order to achieve the objectives related to French-language school governance and French post-secondary education described in its action plan, including:

(i)

(ii)

(iii)

- 2.2 The Alberta action plan appearing in Schedule 1 includes a more detailed description of the activities that are to be undertaken, the results contemplated and ~~the Alberta's~~ performance indicators, as well as a proposed breakdown of the respective contributions of Canada and Alberta.

3. MAXIMUM AMOUNT OF THE CONTRIBUTIONS OF CANADA AND ALBERTA

- 3.1 Subject to the appropriation of funds by Parliament, the maintenance of the current spending levels budgeted in the Official Languages in Education Program and the terms and conditions of this Special Agreement, Canada agrees to contribute to the eligible expenditures made by Alberta for the implementation of its action plan for the purposes described in clause 2, the lesser of ten million seven hundred thousand

dollars (\$10,700,000) and 50 per cent of the total eligible expenditures made by Alberta, which are allocated for distribution as follows:

<u>Fiscal year</u>	
1999-2000	<i>30 June 2000</i> \$ 2,800,000
2000-2001	\$ 3,200,000
2001-2002	\$ 2,500,000
2002-2003	\$ 1,200,000
2003-2004	\$ 1,000,000

31 mars 2004

3

- 3.2 ~~Subject to the appropriation of funds by the Legislative Assembly of Alberta and the continuation of the current spending levels budgeted for the Department of Learning, Alberta agrees to contribute to the eligible expenditures under the approved Action Plan (described in Schedule 1), in accordance with the following schedule:~~

<u>Fiscal year</u>	
1999-2000	\$ _____
2000-2001	\$ _____
2001-2002	\$ _____
2002-2003	\$ _____
2003-2004	\$ _____

The above contribution shall be in addition to Canada's contributions under the Bilateral Agreement on Official Languages in Education or any other similar agreement between Canada and Alberta in connection with French-language education

- 3.3 ~~The financial assistance allocated by the province of Alberta under section 3.2 is Alberta's funds which qualify for cost sharing under this agreement will be in addition to the funds normally granted in the context of the provincial Funding Manual for School Authorities funding program and the regular increases pertaining thereto.~~ *OK*

- 3.4 ~~The budgeted Alberta's contribution shall also be in addition to Canada's and Alberta's the province's contributions under the Bilateral Agreement on Official Languages in Education or any other similar agreement between Canada and Alberta in connection with French-language education.~~ *classification*

- 3.5 Canada and Alberta agree that an amount of one million nine hundred thousand dollars (\$1,900,000) will be used for ~~school governance and French post-secondary education~~ *Francophone minority education* over a period of four years from the regular funding of the Official Languages in Education Program, subject to the maintenance of the current and forecasted budgetary levels until March 31, 2003. ~~This will bring the total federal contribution to twelve million six hundred thousand dollars (\$12,600,000). (It is understood that this amount is up and above the amounts already guaranteed to Alberta~~ *OK* *leave in*

through the former infrastructure and minimum guarantee envelopes.)

- 3.6 The administrative terms and conditions governing the payment of Canada's contribution under this Special Agreement are in Schedule 2 to this Special Agreement.

4. BUDGET AND APPROVED ACTIVITIES

- 4.1 Canada and Alberta agree that the contributions referred to in clause 3 apply only to the activities described in the Alberta Action Plan (Schedule 1) ~~and in accordance with the federal provincial budget allocation in this Special Agreement.~~

revenir
après
chiffres
ajoutés

4

5. PUBLIC ACKNOWLEDGEMENT

- 5.1 Canada and Alberta agree that the text of this Special Agreement and the Schedules thereto shall be made available to all provincial and territorial governments and to the Canadian public.

- 5.2 ~~Alberta will ensure that the respective contributions of Canada and Alberta are clearly identified in the annual reports of the School Boards and in any promotion and publicity program the School Boards may undertake concerning the activities funded within the framework of this Special Agreement.~~

- 5.3 In its promotion and publicity activities in relation to this Special Agreement, Alberta shall mention the participation of the Department of Canadian Heritage in a way that reflects the financial contribution of Canada.

6. DURATION

- 6.1 This Special Agreement between Alberta and Canada is valid for the period commencing April 1, 1999 and ending March 31, 2004, and all of the contributions to be paid by Canada pursuant to the present provisions, shall cover only the activities carried out and the expenditures made by Alberta during the said period in terms of Alberta's action plan.

7. AMENDMENT

take reasonable
measures to
ensure
Entente bilatérale
par ex. → school board
annual report

- 7.1 The parties may, by mutual agreement in writing, amend this Special Agreement or terminate it during the term of the Agreement.

8. EVALUATION

- 8.1 The parties shall meet annually, if necessary to review progress made under this Special Agreement ~~and to discuss the results of the activities conducted within its framework~~. They may agree to invite the representatives of the Francophone School Boards to participate in this meeting. 1 OK

- 8.2 ~~Alberta agrees to provide a report to Canada, within the six months following the expiration of this Special Agreement, on the evaluation of the activities carried out with Canada's financial support will publish an annual report, in the manner considered to be most appropriate to its particular circumstances, on the initiatives undertaken with Canada's financial support and on the results achieved.~~ progress made
à discuter

5

9. CONSULTATIONS

- 9.1 Alberta will continue to consult, where deemed necessary, in particular the ~~Francophone School Boards, whose members are elected, and the interested groups and associations, in particular the Francophone School Boards~~, in relation to the educational programs envisaged under this Special Agreement. Canada, within its field of jurisdiction, proposes to consult the interested associations and groups concerning the programs established under this Special Agreement. OK

10. PARTNERSHIP

- 10.1 ~~The parties acknowledge that this Special Agreement does not constitute an association for the purpose of forming a partnership or joint venture, nor does it create any agency relationship between Canada and Alberta.~~ leave in

11. COMMUNICATIONS

- 11.1 Any notice concerning this Special Agreement intended for Canada shall be sent by mail to the following address:

The Minister of Canadian Heritage

Canadian Heritage
Ottawa, Ontario
K1A 0M5

- 11.2 Any notice concerning this Special Agreement intended for Alberta shall be sent by mail to the following address:

The Minister of Learning
Government of Alberta
Legislative Building, Room 227
Edmonton, Alberta
T5K 2B6

- 11.3 Any notice sent in this way shall be deemed to have been received after the time required for a letter to reach its destination under normal circumstances.

12. SCHEDULES

- 11.1 The schedules attached hereto are an integral part of this Special Agreement:

Schedule 1 - Alberta Action Plan;
Schedule 2 - Administrative Procedures and Terms.

IN WITNESS WHEREOF, the parties have executed this Special Agreement on the date inscribed on the first page.

GOVERNMENT OF CANADA

Minister of Canadian Heritage

IN THE PRESENCE OF:

Witness

GOVERNMENT OF ALBERTA

Minister of Learning

IN THE PRESENCE OF:

Witness

Minister of International and
Intergovernmental Relations

IN THE PRESENCE OF:

Witness

*will
change*

SCHEDULE 1

ALBERTA'S ACTION PLAN

SCHEDULE 2

CANADA-ALBERTA SPECIAL AGREEMENT FOR THE DEVELOPMENT OF FRANCOPHONE MINORITY EDUCATION

ADMINISTRATIVE PROCEDURES AND TERMS

1. PAYMENT

- 1.1 In each fiscal year, Canada agrees to pay to Alberta the contribution referred to in clause 3 of this Special Agreement, as follows:
- (a) in the first fiscal year, an initial payment representing about one half (50 per cent) of Canada's contribution, following the signing of this Special Agreement;
 - (b) in each subsequent fiscal year, the initial payment representing about one half (50 per cent) of Canada's contribution for that year will be made subject to the acceptance of a detailed activities report on the progress achieved in accomplishing the objectives of the action plan in the preceding year and, where necessary, an updated action plan, provided that the preceding instalments have been fulfilled;
 - (c) in each fiscal year of this Special Agreement, the second payment, which shall not exceed the balance of Canada's contribution for that year, shall be paid following receipt and acceptance:
 - (i) of a final certified financial statement in relation to Canada's contribution to Alberta for the preceding year, if applicable;
 - (ii) of an interim certified financial statement demonstrating the actual expenditures made by Alberta during the period ending January 31 of the current year and the anticipated expenditures to March 31 of that year.
- 1.2 In addition to the annual reports referred to in clause 1.1 of this Schedule, Alberta shall submit to Canada, by December 31, 2004, a final report containing a detailed progress report on Alberta's action plan.

2
SCHEDULE 2

- 1.3 In addition to the financial statements referred to in clause 1.1 of this Schedule, a final certified financial statement demonstrating the actual expenditures made by Alberta during the fiscal year ending March 31, 2004 shall be presented to Canada no later than nine months following the end of that fiscal year, i.e. December 31, 2004.
- 1.4 The amount payable by Canada to Alberta pursuant to this Special Agreement shall be paid within a period of approximately thirty (30) business days following the receipt of the documents referred to in clause 1.1 of this Schedule, provided that the information presented in the said documents is consistent with the terms and conditions of this Special Agreement and that Alberta has responded to any questions raised by Canada, where applicable.

3. TRANSFERS

- 3.1 Alberta may transfer funds among the objectives of the Action Plan with the authorization in writing of Canada. Alberta shall present the appropriate request before March 1 of the fiscal year in question.

4. CERTIFIED FINANCIAL STATEMENTS

- 4.1 For the purposes of this Special Agreement, Alberta will present financial statements to Canada, certified by a senior program officer and a senior financial officer, who shall be duly authorized by Alberta and agreed to by Canada.
- 4.2 For the purposes of this Special Agreement, the financial statements referred to in clause 1 of this Schedule are detailed statements of all expenditures made by Alberta in regard to the activities funded within the framework of this Special Agreement. These financial statements shall be presented in a way that is consistent with the budget of the Action plan.
- 4.3 The activities reports referred to in clause 1 of this Schedule shall contain a detailed description of the activities referred to in the Alberta Action plan (Schedule 1).

SCHEDULE 2

5. OVERPAYMENT

- 5.1 Should the payments made to Alberta pursuant to this Special Agreement exceed the amounts to which Alberta is entitled, the excess amount shall be returned to Canada. Should the excess amount not be returned, Canada may deduct an equivalent amount from its subsequent contributions to Alberta.

6. FINANCIAL AUDIT

- 6.1 Canada reserves the right to audit Alberta's accounts and records pertaining to the provisions of this Special Agreement, or to have them audited, for the purpose of ensuring that these provisions are being fulfilled, and Alberta agrees to make available to the auditors any book, record or information they may require. The scope and extent of the financial audits, and the time selected to perform them, shall be established by Canada and, where applicable, these audits may be conducted by officials of the Department of Canadian Heritage or their agents.
- 6.2 Canada agrees to inform Alberta of the results of any financial audit and to pay Alberta, as soon as possible after the audit, any monies that the audit may show to be then due and owing to Alberta. Alberta agrees to pay to Canada, on being informed of the results of such financial audit, any monies that the audit may show to be due and owing to Canada.

SEPTEMBER 28, 2000

DRAFT

**CANADA-ALBERTA SPECIAL AGREEMENT
FOR THE DEVELOPMENT OF
FRANCOPHONE MINORITY EDUCATION**

Canada-Alberta Special Agreement For the Development of Francophone Minority Education

THIS SPECIAL AGREEMENT was made on this ____ day of _____, 2000.

BETWEEN: THE GOVERNMENT OF CANADA, hereinafter referred to as "Canada",
represented by the Minister of Canadian Heritage,

AND: THE GOVERNMENT OF ALBERTA, hereinafter referred to as "Alberta",
represented by the Minister of Learning of Alberta,

WHEREAS the *Canadian Constitution*, and more particularly the *Canadian Charter of Rights and Freedoms*, as well as the *Official Languages Act*, recognize that French and English are the official languages of Canada and Canada recognizes its responsibilities and undertakings with respect to those languages;

WHEREAS education is within the jurisdiction of the province and Alberta is therefore entitled to determine the objectives, define the content and establish the priorities of its French language programs in the language of the minority and to evaluate them;

WHEREAS section 23 of the *Canadian Charter of Rights and Freedoms* recognizes the right of Canadians belonging to the French-language or English-language minority in a province to have their children educated in their own language where numbers warrant;

WHEREAS the Supreme Court of Canada has ruled that Section 23 of the *Canadian Charter of Rights and Freedoms* confers upon minority-language parents a right of management and control over the educational facilities in which their children are taught, where numbers warrant;

WHEREAS the Legislative Assembly of Alberta has adopted the *School Amendment Act, 1993* which provides for the implementation of Francophone school governance;

WHEREAS the Minister of Canadian Heritage is instructed, in accordance with the *Official Languages Act*, to encourage and assist provincial and territorial governments to offer members of the official language minority communities education in their own language;

WHEREAS Canada and Alberta have previously implemented a Special Agreement that resulted in the establishment of Francophone school governance in Alberta;

WHEREAS Canada has approved a new series of Special Measures designed to further investment in the quality of the educational programs in the language of the minority, to consolidate the network of post-secondary institutions and to promote the learning of the second language;

NOW THEREOFRE, this Special Agreement witnesses that the parties hereto agree as follows:

1. PURPOSE OF THE SPECIAL AGREEMENT

- 1.1 The purpose of this Special Agreement is to establish a framework for cooperation between Canada and Alberta for the purpose of enhancing the quality of the education programs in the minority language, pursuant to the Alberta action plan appearing in Schedule 1.

2. PURPOSE OF THE CONTRIBUTION

- 2.1 Subject to the provisions of clause 3.1 of this Special Agreement, Canada agrees to contribute to the additional expenses incurred by Alberta in order to achieve the objectives related to French-language school governance and French post-secondary education described in its action plan, including:

(i)

(ii)

(iii)

- 2.2 The Alberta action plan appearing in Schedule 1 includes a more detailed description of the activities that are to be undertaken, the results contemplated and the performance indicators, as well as a proposed breakdown of the respective contributions of Canada and Alberta.

3. MAXIMUM AMOUNT OF CONTRIBUTION

- 3.1 Subject to the appropriation of funds by Parliament, the maintenance of the current spending levels budgeted in the Official Languages in Education Program and the terms and conditions of this Special Agreement, Canada agrees to contribute to the eligible expenditures made by Alberta for the implementation of its action plan for the purposes described in clause 2, the lesser of ten million seven hundred thousand dollars (\$10,700,000) and 50 per cent of the total eligible expenditures made by Alberta, which are allocated for distribution as follows:

<u>Fiscal year</u>	
1999-2000	\$ 2,800,000
2000-2001	\$ 3,200,000
2001-2002	\$ 2,500,000
2002-2003	\$ 1,200,000
2003-2004	\$ 1,000,000

- 3.2 Subject to the appropriation of funds by the Legislative Assembly of Alberta and the continuation of the current spending levels budgeted for the Department of Learning, Alberta agrees to contribute to the eligible expenditures under the approved Action Plan (described in Schedule 1), in accordance with the following schedule:

<u>Fiscal year</u>	
1999-2000	\$
2000-2001	\$
2001-2002	\$
2002-2003	\$
2003-2004	\$

- 3.3 The financial assistance allocated by the province of Alberta under section 3.2 is in addition to the funds normally granted in the context of the School funding program and the regular increases pertaining thereto.
- 3.4 The budgeted contribution shall also be in addition to Canada's and Alberta's contributions under the Bilateral Agreement on Official Languages in Education or any other similar agreement between Canada and Alberta in connection with French-language education.
- 3.5 Canada and Alberta agree that an amount of one million nine hundred thousand dollars (\$1,900,000) will be used for school governance and French post-secondary education over a period of four years from the regular funding of the Official Languages in Education Program, subject to the maintenance of the current and forecasted budgetary levels until March 31, 2003. This will bring the total federal contribution to twelve million six hundred thousand dollars (\$12,600,000).
- 3.6 The administrative terms and conditions governing the payment of Canada's contribution under this Special Agreement are in Schedule 2 to this Special Agreement.

4. BUDGET AND APPROVED ACTIVITIES

- 4.1 Canada and Alberta agree that the contributions referred to in clause 3 apply only to the activities described in the Alberta Action Plan (Schedule 1) and in accordance with the federal-provincial budget allocation in this Special Agreement.

5. PUBLIC ACKNOWLEDGEMENT

- 5.1 Canada and Alberta agree that the text of this Special Agreement and the Schedules thereto shall be made available to all provincial and territorial governments and to the Canadian public.
- 5.2 Alberta will ensure that the respective contributions of Canada and Alberta are clearly identified in the annual reports of the School Boards and in any promotion and publicity program the School Boards may undertake concerning the activities funded within the framework of this Special Agreement.
- 5.3 In its promotion and publicity activities in relation to this Special Agreement, Alberta shall mention the participation of the Department of Canadian Heritage in a way that reflects the financial contribution of Canada.

6. DURATION

- 6.1 This Special Agreement between Alberta and Canada is valid for the period commencing April 1, 1999 and ending March 31, 2004, and all of the contributions to be paid by Canada pursuant to the present provisions, shall cover only the activities carried out and the expenditures made by Alberta during the said period in terms of Alberta's action plan.

7. AMENDMENT

- 7.1 The parties may, by mutual agreement in writing, amend this Special Agreement or terminate it during the term of the Agreement.

8. EVALUATION

- 8.1 The parties shall meet annually to review progress made under this Special Agreement and to discuss the results of the activities conducted within its framework. They may agree to invite the representatives of the Francophone School Boards to participate in this meeting.
- 8.2 Alberta agrees to provide a report to Canada, within the six months following the expiration of this Special Agreement, on the evaluation of the activities carried out with Canada's financial support.

9. CONSULTATIONS

- 9.1 Alberta will continue to consult in particular the Francophone School Boards, whose members are elected, and the interested groups and associations in relation to the educational programs envisaged under this Special Agreement. Canada, within its field of jurisdiction, proposes to consult the interested associations and groups concerning the programs established under this Special Agreement.

10. PARTNERSHIP

- 10.1 The parties acknowledge that this Special Agreement does not constitute an association for the purpose of forming a partnership or joint venture, nor does it create any agency relationship between Canada and Alberta.

11. COMMUNICATIONS

- 11.1 Any notice concerning this Special Agreement intended for Canada shall be sent by mail to the following address:

The Minister of Canadian Heritage
Canadian Heritage
Ottawa, Ontario
K1A 0M5

- 11.2 Any notice concerning this Special Agreement intended for Alberta shall be sent by mail to the following address:

The Minister of Learning
Government of Alberta
Legislative Building, Room 227
Edmonton, Alberta
T5K 2B6

- 11.3 Any notice sent in this way shall be deemed to have been received after the time required for a letter to reach its destination under normal circumstances.

12. SCHEDULES

- 11.1 The schedules attached hereto are an integral part of this Special Agreement:

Schedule 1 - Alberta Action Plan;
Schedule 2 - Administrative Procedures and Terms.

IN WITNESS WHEREOF, the parties have executed this Special Agreement on the date inscribed on the first page.

GOVERNMENT OF CANADA

Minister of Canadian Heritage

IN THE PRESENCE OF:

Witness

GOVERNMENT OF ALBERTA

Minister of Learning

IN THE PRESENCE OF:

Witness

SCHEDULE 1

ALBERTA'S ACTION PLAN

SCHEDULE 2

CANADA-ALBERTA SPECIAL AGREEMENT FOR THE DEVELOPMENT OF FRANCOPHONE MINORITY EDUCATION

ADMINISTRATIVE PROCEDURES AND TERMS

1. PAYMENT

- 1.1 In each fiscal year, Canada agrees to pay to Alberta the contribution referred to in clause 3 of this Special Agreement, as follows:
- (a) in the first fiscal year, an initial payment representing about one half (50 per cent) of Canada's contribution, following the signing of this Special Agreement;
 - (b) in each subsequent fiscal year, the initial payment representing about one half (50 per cent) of Canada's contribution for that year will be made subject to the acceptance of a detailed activities report on the progress achieved in accomplishing the objectives of the action plan in the preceding year and, where necessary, an updated action plan, provided that the preceding instalments have been fulfilled;
 - (c) in each fiscal year of this Special Agreement, the second payment, which shall not exceed the balance of Canada's contribution for that year, shall be paid following receipt and acceptance:
 - (i) of a final certified financial statement in relation to Canada's contribution to Alberta for the preceding year, if applicable;
 - (ii) of an interim certified financial statement demonstrating the actual expenditures made by Alberta during the period ending January 31 of the current year and the anticipated expenditures to March 31 of that year.
- 1.2 In addition to the annual reports referred to in clause 1.1 of this Schedule, Alberta shall submit to Canada, by December 31, 2004, a final report containing a detailed progress report on Alberta's action plan.

SCHEDULE 2

- 1.3 In addition to the financial statements referred to in clause 1.1 of this Schedule, a final certified financial statement demonstrating the actual expenditures made by Alberta during the fiscal year ending March 31, 2004 shall be presented to Canada no later than nine months following the end of that fiscal year, i.e. December 31, 2004.
- 1.4 The amount payable by Canada to Alberta pursuant to this Special Agreement shall be paid within a period of approximately thirty (30) business days following the receipt of the documents referred to in clause 1.1 of this Schedule, provided that the information presented in the said documents is consistent with the terms and conditions of this Special Agreement and that Alberta has responded to any questions raised by Canada, where applicable.

3. TRANSFERS

- 3.1 Alberta may transfer funds among the objectives of the Action Plan with the authorization in writing of Canada. Alberta shall present the appropriate request before March 1 of the fiscal year in question.

4. CERTIFIED FINANCIAL STATEMENTS

- 4.1 For the purposes of this Special Agreement, Alberta will present financial statements to Canada, certified by a senior program officer and a senior financial officer, who shall be duly authorized by Alberta and agreed to by Canada.
- 4.2 For the purposes of this Special Agreement, the financial statements referred to in clause 1 of this Schedule are detailed statements of all expenditures made by Alberta in regard to the activities funded within the framework of this Special Agreement. These financial statements shall be presented in a way that is consistent with the budget of the Action plan.
- 4.3 The activities reports referred to in clause 1 of this Schedule shall contain a detailed description of the activities referred to in the Alberta Action plan (Schedule 1).

SCHEDULE 2

5. OVERPAYMENT

- 5.1 Should the payments made to Alberta pursuant to this Special Agreement exceed the amounts to which Alberta is entitled, the excess amount shall be returned to Canada. Should the excess amount not be returned, Canada may deduct an equivalent amount from its subsequent contributions to Alberta.

6. FINANCIAL AUDIT

- 6.1 Canada reserves the right to audit Alberta's accounts and records pertaining to the provisions of this Special Agreement, or to have them audited, for the purpose of ensuring that these provisions are being fulfilled, and Alberta agrees to make available to the auditors any book, record or information they may require. The scope and extent of the financial audits, and the time selected to perform them, shall be established by Canada and, where applicable, these audits may be conducted by officials of the Department of Canadian Heritage or their agents.
- 6.2 Canada agrees to inform Alberta of the results of any financial audit and to pay Alberta, as soon as possible after the audit, any monies that the audit may show to be then due and owing to Alberta. Alberta agrees to pay to Canada, on being informed of the results of such financial audit, any monies that the audit may show to be due and owing to Canada.

28 SEPTEMBRE 2000

ÉBAUCHE

**ENTENTE SPÉCIALE CANADA-ALBERTA
RELATIVE AU DÉVELOPPEMENT DE L'ÉDUCATION
DE LA MINORITÉ FRANCOPHONE**

Entente spéciale Canada-Alberta relative au développement de l'éducation de la minorité francophone

LA PRÉSENTE ENTENTE SPÉCIALE a été conclue en ce _____ jour de _____ 2000.

ENTRE : LE GOUVERNEMENT DU CANADA, ci-après appelé le «Canada»,
représenté par la ministre du Patrimoine canadien,

ET : LE GOUVERNEMENT DE L'ALBERTA, ci-après appelé « Alberta », représenté
par le ministre de l'Apprentissage de l'Alberta,

ATTENDU QUE la *Constitution du Canada* et plus particulièrement la *Charte canadienne des droits et libertés* ainsi que la *Loi sur les langues officielles* reconnaissent que le français et l'anglais sont les langues officielles du Canada et que le Canada reconnaît ses responsabilités et engagement envers celles-ci;

ATTENDU QUE l'Alberta, étant donné que l'éducation est du ressort de la province, a le droit de déterminer les objectifs, définir les contenus et fixer les priorités de ses programmes de français dans la langue de la minorité et en faire l'évaluation;

ATTENDU QUE l'article 23 de la *Charte canadienne des droits et libertés* reconnaît le droit des Canadiens et Canadiennes appartenant à la minorité de langue française ou de langue anglaise dans une province de faire instruire leurs enfants dans leur propre langue là où le nombre le justifie;

ATTENDU QUE la Cour Suprême du Canada a statué que l'article 23 de la *Charte canadienne des droits et libertés* confère aux parents appartenant à la minorité linguistique un droit de gestion et de contrôle à l'égard des établissements d'enseignement où leurs enfants se font instruire, lorsque le nombre le justifie;

ATTENDU QUE l'Assemblée législative de l'Alberta a adopté la *Loi sur l'éducation*, 1993 permettant la mise en oeuvre de la gestion scolaire en français;

ATTENDU QUE la Ministre du Patrimoine canadien est chargée, conformément à la *Loi sur les langues officielles*, d'encourager et d'aider les gouvernements provinciaux et territoriaux à offrir aux membres des communautés minoritaires de langue officielle l'instruction dans leur propre langue;

ATTENDU QUE le Canada et l'Alberta ont antérieurement mis en oeuvre une Entente spéciale qui a mené à l'établissement de la gestion scolaire en français en Alberta;

ATTENDU QUE le Canada a approuvé une nouvelle série de mesures spéciales destinées investir davantage dans la qualité des programmes d'enseignement dans la langue de la minorité, à consolider le réseau d'institutions post-secondaires et à promouvoir l'apprentissage de la langue seconde;

EN CONSÉQUENCE, la présente Entente spéciale atteste que les parties aux présentes conviennent de ce qui suit :

1. OBJET DE L'ENTENTE SPÉCIALE

- 1.1 La présente Entente spéciale a pour objet d'établir un cadre de collaboration entre le Canada et l'Alberta en vue d'améliorer la qualité des programmes d'enseignement dans la langue de la minorité, conformément au plan d'action de l'Alberta figurant à l'Annexe 1.

2. OBJET DE LA CONTRIBUTION

- 2.1 Sous réserve des dispositions de la clause 3.1 de la présente Entente spéciale, le Canada s'engage à contribuer aux dépenses supplémentaires encourues par l'Alberta pour réaliser les objectifs en matière de gestion des écoles françaises et d'enseignement postsecondaire en français décrits dans son plan d'action, notamment :

i)

ii)

iii)

- 2.2 Le plan d'action de l'Alberta qui figure à l'Annexe 1 comprend une description plus détaillée des activités à entreprendre, des résultats visés et des indicateurs de rendement ainsi qu'une ventilation proposée de la contribution du Canada et de celle de l'Alberta.

3. MONTANT MAXIMUM DE LA CONTRIBUTION

- 3.1 Sous réserve de l'affectation des crédits par le Parlement, du maintien des niveaux budgétaires courants et prévus du Programme des langues officielles dans l'enseignement et des modalités et conditions de la présente Entente spéciale, le Canada s'engage à contribuer aux dépenses admissibles faites par l'Alberta pour la mise en oeuvre de son plan d'action aux fins décrites à la clause 2, le moindre de 10 millions sept cent mille dollars (10 700 000 \$) et 50 p. 100 du total des dépenses admissibles faites par l'Alberta, prévu à être réparti comme suit :

Année financière

1999-2000 :	2 800 000 \$
2000-2001 :	3 200 000 \$
2001-2002 :	2 500 000 \$
2002-2003 :	1 200 000 \$
2003-2004 :	1 000 000 \$

- 3.2 Sous réserve de l'affectation des crédits par l'Assemblée législative de l'Alberta et du maintien des niveaux budgétaires courants et prévus du ministère de l'Apprentissage, l'Alberta s'engage à contribuer aux dépenses admissibles en vertu du Plan d'action approuvé (décrit à l'Annexe 1), selon l'échéancier suivant :

Année financière

1999-2000 :	\$
2000-2001 :	\$
2001-2002 :	\$
2002-2003 :	\$
2003-2004 :	\$

- 3.3 L'aide financière prévue par la province de l'Alberta, en vertu de l'article 3.2, est en sus des fonds normalement octroyés dans le cadre du Programme de financement des écoles et en sus des augmentations régulières s'y rattachant.
- 3.4 La contribution prévue doit également être en sus des contributions du Canada et de l'Alberta en vertu de l'Entente bilatérale sur les langues officielles dans l'enseignement ou de toute autre entente semblable entre le Canada et l'Alberta au titre de l'enseignement en français.

- 3.5 Le Canada et l'Alberta conviennent qu'un montant d'un million neuf cent dollars (1 900 000 \$) sera utilisé pour la gestion scolaire et l'enseignement postsecondaire en français sur une période de quatre ans à même les fonds réguliers du Programme des langues officielles dans l'enseignement, en fonction du maintien des niveaux budgétaires actuels et prévus jusqu'au 31 mars 2003. Ce montant portera la contribution fédérale totale à douze millions six cent mille dollars (12 600 000 \$).
- 3.6 Les modalités et conditions administratives régissant le paiement de la contribution du Canada sous l'Entente spéciale se trouvent à l'Annexe 2 de la présente Entente spéciale.

4. BUDGET ET ACTIVITÉS APPROUVÉS

- 4.1 Le Canada et l'Alberta conviennent que les contributions mentionnées à la clause 3 s'appliquent uniquement aux activités décrites dans le Plan d'action de l'Alberta (Annexe 1) et selon la ventilation budgétaire fédérale-provinciale de la présente Entente spéciale.

5. MENTION DU CONCOURS DU CANADA

- 5.1 Le Canada et l'Alberta conviennent que le texte de la présente Entente spéciale et ses annexes sera mis à la disposition de tous les gouvernements provinciaux et territoriaux et du public canadien.
- 5.2 L'Alberta s'assurera que la contribution du Canada et celle de l'Alberta soient clairement identifiées dans les rapports annuels des Conseils scolaires et dans tout programme de promotion ou de publicité que les Conseils scolaires pourraient entreprendre concernant les activités financées dans le cadre de la présente Entente spéciale.
- 5.3 L'Alberta, dans ses activités de promotion ou de publicité relatives à la présente Entente spéciale, doit faire mention de la participation du ministère du Patrimoine canadien d'une manière à refléter la contribution financière du Canada.

6. DURÉE

- 6.1 La présente Entente spéciale lie l'Alberta et le Canada pour la période commençant le 1er avril 1999 et se terminant le 31 mars 2004, et toutes les contributions devant être versées par le Canada en conformité avec les présentes dispositions ne visent que les activités réalisées et les dépenses faites par l'Alberta au cours de ladite période en fonction du plan d'action de l'Alberta.

7. MODIFICATION

- 7.1 Les parties peuvent, d'un commun accord écrit, modifier la présente Entente spéciale ou y mettre fin pendant la durée de celle-ci.

8. ÉVALUATION

- 8.1 Chaque année, les parties se rencontreront pour faire le point sur l'Entente spéciale et discuter des résultats des activités menées dans le cadre de celle-ci. Elles pourront convenir d'inviter les représentants des Conseils scolaires francophones à participer à cette rencontre.
- 8.2 L'Alberta convient de fournir au Canada un rapport sur l'évaluation des activités réalisées avec l'appui financier du Canada, dans les six mois suivant l'expiration de la présente Entente spéciale.

9. CONSULTATIONS

- 9.1 L'Alberta continuera de consulter en particulier les Conseils scolaires francophones, dont les membres sont élus, et les groupes et associations intéressées relativement aux programmes éducatifs prévus par la présente Entente spéciale. Le Canada, dans son champ de compétence, se propose de consulter les associations et les groupes intéressés quant aux programmes mis en place en vertu de la présente Entente spéciale.

10. PARTENARIAT

- 10.1 Les parties reconnaissent que la présente Entente spéciale ne constitue pas une association en vue de former une société ou une co-entreprise, ni ne crée de relation de mandataires entre le Canada et l'Alberta.

11. COMMUNICATIONS

- 11.1 Toute communication destinée au Canada concernant la présente Entente spéciale doit être envoyée par courrier à l'adresse suivante :

La ministre du Patrimoine canadien
Patrimoine canadien
Ottawa (Ontario)
K1A 0M5

- 11.2 Toute communication destinée à l'Alberta concernant la présente Entente spéciale doit être envoyée par courrier à l'adresse suivante :

Le ministre de l'Apprentissage
Gouvernement de l'Alberta
Édifice Législatif, pièce 227
Edmonton (Alberta)
T5K 2B6

- 11.3 Toute communication ainsi envoyée sera réputée avoir été reçue après le délai nécessaire à une lettre pour parvenir, dans des circonstances normales, à destination.

12. ANNEXES

- 12.1 Les annexes ci-jointes font partie intégrante de la présente Entente spéciale :

Annexe 1 - Plan d'action de l'Alberta;
Annexe 2 - Modalités et conditions administratives.

EN FOI DE QUOI, les parties ont signé la présente Entente spéciale à la date inscrite à la première page.

GOUVERNEMENT DU CANADA

Ministre du Patrimoine canadien

EN PRÉSENCE DE :

Témoin

GOUVERNEMENT DE L'ALBERTA

Ministre de l'Apprentissage

EN PRÉSENCE DE :

Témoin

ANNEXE 1

PLAN D'ACTION DE L'ALBERTA

ANNEXE 2

ENTENTE SPÉCIALE CANADA-ALBERTA RELATIVE AU DÉVELOPPEMENT DE L'ÉDUCATION DE LA MINORITÉ FRANCOPHONE

MODALITÉS ET CONDITIONS ADMINISTRATIVES

1. PAIEMENT

- 1.1 Pour chacun des exercices financiers, le Canada s'engage à verser à l'Alberta la contribution mentionnée à la clause 3 de la présente Entente spéciale de la façon suivante :
- a) pour le premier exercice financier, un premier paiement représentant environ la moitié (50 p. 100) de la contribution du Canada, après signature de la présente Entente spéciale;
 - b) pour chaque exercice subséquent, le premier versement représentant environ la moitié (50 p. 100) de la contribution du Canada pour cet exercice sera fait sous réserve de l'acceptation d'un rapport d'activités détaillé au sujet des progrès accomplis en vue de la réalisation des objectifs du plan d'action pour l'exercice précédent et au besoin, d'un plan d'action mis à jour, à condition que les versements précédents aient été remplies;
 - c) pour chaque exercice de la présente Entente spéciale, le second paiement n'excédant pas le solde de la contribution du Canada pour cet exercice financier, sera versé après la réception et l'acceptation :
 - (i) d'un état financier final certifié relatif à la contribution du Canada à l'Alberta pour l'exercice précédent, s'il y a lieu;
 - (ii) d'un état financier provisoire certifié démontrant les dépenses réelles faites par l'Alberta durant la période se terminant le 31 janvier de l'exercice courant et les dépenses prévues au 31 mars de ce même exercice.
- 1.2 En plus des rapports annuels mentionnés à la clause 1.1 de la présente Annexe, l'Alberta devra soumettre au Canada, d'ici le 31 décembre 2004, un rapport final détaillant l'état des réalisations du plan d'action de l'Alberta.

ANNEXE 2

- 1.3 En plus des états financiers mentionnés à la clause 1.1 de la présente Annexe, un état financier final certifié, démontrant les dépenses réelles faites par l'Alberta durant l'exercice financier se terminant le 31 mars 2004 devra être présenté au Canada au plus tard neuf mois après la fin de cet exercice financier, soit le 31 décembre 2004.
- 1.4 Les montants à payer par le Canada à l'Alberta conformément à la présente Entente spéciale seront effectués dans un délai approximatif de trente (30) jours ouvrables suivant la réception des documents mentionnés à la clause 1.1 de la présente Annexe, à la condition que les renseignements présentés dans lesdits documents soient conformes aux modalités de la présente Entente spéciale et que l'Alberta ait donné suite aux questions soulevées par le Canada, le cas échéant.

3. TRANSFERTS

- 3.1 L'Alberta pourra transférer des fonds entre les objectifs du Plan d'action avec l'autorisation écrite du Canada. L'Alberta devra présenter une demande en ce sens avant le 1er mars de l'exercice financier visé.

4. ÉTATS FINANCIERS CERTIFIÉS

- 4.1 Aux fins de la présente Entente spéciale, l'Alberta présentera des états financiers au Canada, certifiés par un agent principal de programme et par un agent principal des finances, lesquels auront été dûment autorisés par l'Alberta et agréés par le Canada.
- 4.2 Aux fins de la présente Entente spéciale, les états financiers mentionnés à la clause 1 de la présente Annexe, sont des états détaillés de toutes les dépenses faites par l'Alberta à l'égard des activités financées dans le cadre de la présente Entente spéciale. Ces états financiers seront présentés de façon conforme au budget du Plan d'action.
- 4.3 Les rapports d'activités mentionnés à la clause 1 de la présente Annexe doivent contenir une description détaillée des activités mentionnées dans le Plan d'action de l'Alberta (Annexe 1).


ANNEXE 2

5. EXCÉDENT


- 5.1 Si les paiements versés à l'Alberta, conformément à la présente Entente spéciale, dépassent les montants auxquels l'Alberta a droit, la somme excédentaire devra être remise au Canada. Si la somme excédentaire n'a pas été remise, le Canada pourra déduire un montant équivalent à ses contributions ultérieures à l'Alberta.

6. VÉRIFICATION FINANCIÈRE

- 6.1 Le Canada se réserve le droit de vérifier ou de faire vérifier les comptes et registres de l'Alberta relatifs aux dispositions de la présente Entente spéciale afin de s'assurer du respect de ces dispositions, et l'Alberta accepte de mettre à la disposition des vérificateurs tout registre, document ou renseignement dont ceux-ci pourraient avoir besoin. La portée et l'étendue des vérifications financières, et le moment choisi pour les entreprendre, seront fixés par le Canada et, le cas échéant, ces vérifications pourront être menées par des fonctionnaires du ministère du Patrimoine canadien ou par leurs agents.
- 6.2 Le Canada accepte d'informer l'Alberta des résultats de toute vérification financière et de verser à l'Alberta, le plus tôt possible après la vérification financière, toute somme d'argent qui pourrait, selon l'étude, s'avérer due par lui à l'Alberta. L'Alberta accepte de verser au Canada, sur la foi des résultats de la vérification financière, toute somme d'argent qui pourrait s'avérer due par elle au Canada.



Jean Carrier
05/08/2000 09:38 AM

To: Michèle Blais-Chauvin/HullOttawa/PCH/CA@PCH
cc: Thérèse Laberge/HullOttawa/PCH/CA@PCH, Lise Toupin/HullOttawa/PCH/CA@PCH
Subject: Re: Entente spéciale - Alberta 


J'ai révisé l'entente ci-dessous et je propose les changements suivants:

- l'ajout d'une clause concernant les communications entre les deux gouvernements;
- l'annexe "3" devrait être "2" selon la clause 11.

Le restant semble bon.

Michèle Blais-Chauvin

Michèle Blais-Chauvin



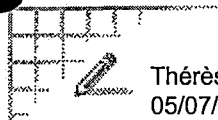
05/04/2000 01:22 PM

To: Thérèse Laberge/HullOttawa/PCH/CA@PCH, Jean Carrier/HullOttawa/PCH/CA@PCH
cc: Lise Toupin/HullOttawa/PCH/CA@PCH
Subject: Entente spéciale - Alberta

Vous serait-il possible de me faire parvenir vos commentaires/ajouts sur cette ébauche de texte d'Entente spéciale de gestion avec l'Alberta avant que nous la partagions avec le gouvernement provincial?



Albentfr.wpd Merci.



Thérèse Laberge
05/07/2000 11:19 AM

To: Michèle Blais-Chauvin/HullOttawa/PCH/CA@PCH
cc:
Subject: Entente spéciale - Alberta

Bonjour, Michèle,

j'ai révisé le projet d'entente que tu m'as fait parvenir et je n'ai pas de commentaire particulier à exprimer.

P.S. Ton annexe 3 relative aux modalités administratives devrait être l'annexe 2...

Au plaisir,

Thérèse

----- Envoyée par Thérèse Laberge/HullOttawa/PCH/CA le 05/07/2000 11:16 AM -----

Michèle Blais-Chauvin



▲ 05/04/2000 01:22 PM

Pour : Thérèse Laberge/HullOttawa/PCH/CA@PCH, Jean Carrier/HullOttawa/PCH/CA@PCH
cc : Lise Toupin/HullOttawa/PCH/CA@PCH

Objet : Entente spéciale - Alberta

Vous serait-il possible de me faire parvenir vos commentaires/ajouts sur cette ébauche de texte d'Entente spéciale de gestion avec l'Alberta avant que nous la partagions avec le gouvernement provincial?



Albentfr.wpd Merci.

AJOUT

et l'Alberta, conjointement

calculé le support au plan local

3.3

Le Canada s'engage également à offrir une contribution complémentaire d'un million neuf cent dollars (1 900 000 \$) pour la gestion scolaire sur une période de quatre ans à même les fonds réguliers du Programme des langues officielles dans l'enseignement, en fonction du maintien des niveaux budgétaires actuels et prévus jusqu'au 31 mars 2003 et au renouvellement du programme à compter du 1^{er} avril 2003.

3.4

La contribution globale du Canada pour la gestion scolaire comprendra la contribution approuvée dans le cadre de la présente entente spéciale et la contribution complémentaire du Programme des langues officielles dans l'enseignement, comme il est indiqué ci-dessus. Par conséquent, la contribution globale du Canada correspondra à la moindre des sommes suivantes : 12 600 000 \$ ou 50 % des dépenses admissibles faites par l'Alberta au cours des six années.

12,6

cette somme sera portée à cent cinquante millions

2026-371-00
CH2000-06391



Patrimoine canadien Canadian Heritage

Sous-ministre Deputy Minister

Hull (Québec)
K1A 0M5

Hull, Quebec
K1A 0M5

le 27 avril 2000

NOTE À L'INTENTION DE L'HONORABLE SHEILA COPPS

GESTION SCOLAIRE EN ALBERTA

(Pour signature)

RÉSUMÉ

- ° Les discussions se poursuivent depuis plusieurs mois avec le ministère de l'Apprentissage de l'Alberta afin d'en venir à un accord dans le dossier du renouvellement de l'Entente spéciale de gestion, qui a expiré le 31 mars 1999.
- ° Dans une lettre datée du 13 mars, la sous-ministre de l'Apprentissage, M^{me} David-Evans, a accepté le niveau de financement ainsi que la répartition annuelle proposés par Patrimoine canadien pour la période allant de 1999-2000 à 2003-2004.
- ° Le gouvernement de l'Alberta souhaite recevoir un engagement formel de votre part, à cet égard.

Contexte

- ° La première Entente spéciale de gestion scolaire a expiré en mars 1999. Comme nous n'avons pas encore signé une nouvelle entente, vous avez approuvé, à la fin mars, un montant de 2,8 M \$ en vertu des Mesures spéciales afin de permettre la poursuite, en 1999-2000, des initiatives entreprises selon la première Entente.
- ° Le 13 mars dernier, la sous-ministre de l'Apprentissage, M^{me} David-Evans, a accepté notre offre de financement ainsi que la répartition annuelle proposée pour la période allant de 1999-2000 à 2003-2004.

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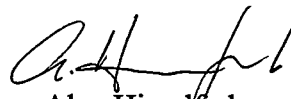
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Considérations

- ° Nous avons offert à l'Alberta un montant de 12,6 M \$ pour cinq ans; de ce montant, 10,7 M \$ proviennent des Mesures spéciales (dont 3,2 M \$ pour le développement de nouveaux programmes à la Faculté Saint-Jean) et 1,9 M \$ vient du financement régulier du Programme des langues officielles dans l'enseignement (PLOE).
- ° Nous croyons qu'il est important que l'Alberta utilise une portion de son financement régulier pour des initiatives de gestion scolaire et d'amélioration des cours offerts au niveau postsecondaire, étant donné que le financement en vertu des Mesures spéciales se terminera en 2003-2004 et que le gouvernement provincial devra alors prendre la relève à cet égard.
- ° Nous poursuivons notre travail avec les représentants du ministère de l'Apprentissage quant au plan d'action proposé par l'Alberta. Lorsque nous aurons complété nos discussions, nous serons en mesure de finaliser le texte d'Entente spéciale et de vous le proposer pour signature.
- ° Entre-temps, le ministère de l'Apprentissage souhaite recevoir un engagement formel de votre part en ce qui a trait au niveau de financement accepté, par lettre, le 13 mars dernier.

Recommandation

- ° Nous vous recommandons de signer la lettre ci-jointe au ministre de l'Apprentissage de l'Alberta, M. Lyle Oberg, dans laquelle vous confirmez l'engagement financier de Patrimoine canadien jusqu'en 2003-2004, pour des initiatives de gestion scolaire et d'enseignement postsecondaire pour la minorité de langue officielle.


Alex Himelfarb

Pièces jointes

Préparée par :

Michèle Blais-Chauvin, Programmes d'appui aux langues officielles, 994-3802
Norman Moyer, Identité canadienne, 994-2164

Minister
of Canadian Heritage



Ministre
du Patrimoine canadien

Ottawa, Canada K1A 0M5

MAY 02 2000

The Honourable Lyle Oberg, M.L.A.
Minister of Learning
Government of Alberta
Room 227 - Legislative Building
Edmonton, Alberta
T5K 2B6

Dear Dr. Oberg:

I am writing to you concerning the renewal of the Special Agreement on Francophone School Governance in Alberta.

Following discussions between our respective officials, I am pleased to confirm federal funding of \$12.6 million over five years (1999-2000 to 2003-2004), including \$2.8 million already approved for 1999-2000, to improve the quality of programs offered in the context of Francophone School Governance and to develop the French-language post-secondary education sector. Of this amount, \$10.7 million will come from the new Special Investment Measures in Education envelope and \$1.9 million from the regular Official Languages in Education envelope.

It is my understanding that discussions are progressing well on a multi-year action plan to 2004 and on the text of a new Special Agreement. As soon as this work has been completed, we will be in a position to sign a Special Agreement that will allow us to pursue in partnership the work done since 1993 in the areas of Francophone school governance and post-secondary education in Alberta.

I would like to thank you for your close co-operation and look forward to your continued support in matters relating to official languages in education.

Please accept my best wishes.

Yours sincerely,

Sheila Copps

Minister
of Canadian HeritageMinistre
du Patrimoine canadien

Ottawa, Canada K1A 0M5

The Honourable Lyle Oberg, M.L.A.
Minister of Learning
Government of Alberta
Legislative Building, Room 227
Edmonton, Alberta
T5K 2B6

MAR 31 2000

Dear Mr. Oberg:

I am writing to you concerning your Government's proposal under the Official Languages in Education Program for 1999-2000 further to the ratification on December 14, 1999 of the *Canada - Alberta Provisional Arrangements for Minority-Language Education and Second-Language Instruction for 1999-2000*.

I am pleased to inform you that I have approved the use of the minimum guaranteed contribution to Alberta for this year for an amount of \$2,587,773. As per your request, I have authorized a transfer of \$923,358 from the minimum guaranteed contribution to the Infrastructure Support Category. I have also approved a supplementary contribution of \$1,500,000 for measures related to French minority-language education, including \$500,000 for the special project "Western Protocol Mathematics Learning Resources" which your government has accepted to coordinate on behalf of the western provinces and territories.

Moreover, under the new Special Investment Measures in Education, I have approved a contribution of \$2,800,000 for initiatives to improve the quality of French First Language Education in 1999-2000.

For this new envelope, as of next fiscal year, I look forward to signing a Special Agreement based on a multi-year action plan to 2004. The multi-year action plan will highlight development projects whose objectives are to improve the quality of programs offered in the context of Francophone School Governance and is currently being discussed by our respective officials.

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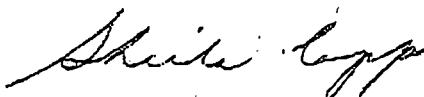
Canada

Canada's total contribution to Alberta for this year's development measures under the OLE Program (\$3,164,415) and the Special Investment Measures (\$2,800,000) amounts to \$5,964,415. The approved measures are listed in the appendix to this letter. As agreed between our officials, the first payment of the approved contribution, in the amount of \$2,982,207.50, will be forwarded to the Department of Learning.

In closing, I would like to confirm that, now that the new Protocol has been signed, we will begin working with provinces and territories to conclude new bilateral agreements based on an action plan covering the last three years of the Protocol to 2003. This approach is intended to simplify our administrative mechanisms and facilitate discussions with interests groups and minority-language communities. Our respective officials will continue discussions on the OLE draft action plan submitted by your Department.

I would like to thank you for your close co-operation in these matters. I look forward to your continued support in the official languages in education.

Yours sincerely,



Sheila Copps

Attachment

**PROPOSAL FOR THE RENEWAL
OF THE
CANADA/ALBERTA SPECIAL AGREEMENT
FOR THE ENHANCEMENT OF
FRENCH MINORITY-LANGUAGE EDUCATION
AND
FRENCH SECOND-LANGUAGE INSTRUCTION
IN
ALBERTA**

**Alberta Education
Alberta Advanced Education and Career Development**

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C. TOTAL PROPOSAL SUMMARY		

INTRODUCTION:

The 1993-1999 *Canada/Alberta Special Agreement for the Enhancement of French Minority-Language Education and French Second-Language Instruction in Alberta* ended on March 1, 1999. This Agreement permitted the following accomplishments to be realised at the:

K-12 levels

1. The implementation of governance of francophone education in Alberta through three Regional Francophone Authorities responsible for the delivery of francophone education in three regions of the province – Northwest Francophone Region, East Central Francophone Region and North Central Francophone Region;
2. The implementation of three Regional Francophone Co-ordinating Councils responsible for the facilitation of francophone education in three regions of the province – Northeast Francophone Region, South Central Francophone Region and South Francophone Education region. The North Central Francophone Authority assured the facilitation of francophone education in the Central Francophone Region.
3. During this time period access to francophone schools increased significantly. This is demonstrated by the increase in enrolments – 37 per cent - and number of schools – 80 per cent:

Region	Number of Schools		Number of students	
	1993/1994	1998/1999	1993/1994	1998/1999
Northwest	1	2	260	249
Northeast	0	1	60	86
East Central	3	4	365	439
North Central	5	7	960	1,212
Central	0	1	0	54
South Central	1	2	430	760
South	0	1	35	82
TOTALS	10	18	2,110	2882

4. School community centres were developed in Calgary and Fort McMurray.
5. Alberta signed the *Western Canada Protocol for Collaboration in Basic Education* with British Columbia, Saskatchewan, Manitoba, Yukon and North West Territories which has permitted many collaborative initiatives in French programs that have benefited students enrolled in these programs – Français, French Language Arts, Mathematics and Social Studies.
6. Distance education courses were developed for senior high school FSL students at the Intermediate level in the study of French.

Post-secondary levels

1. Expansion and renovations of Faculté Saint-Jean.
2. Student fellowships for Study in French substantially increased the number of students pursuing their studies in French both within and outside Alberta.
3. The Business Administration Program, now in its third year, has an enrolment of 100 students and graduated its first students in the Spring of 1998.
4. The Masters in Education program by distance launch in 1997 has an enrolment of 70 students.
5. French post-secondary courses are now offered in four Alberta universities, six colleges and one technical institute.
6. *Répertoire analytique de sites français sur le WEB* was completed by the University of Calgary and is now available to instructors and FSL teachers in schools.
7. Athabasca University signed an agreement with the *Télé-University* of the University of Québec to create new bilingual curriculum.
8. *The Faculty of Business and the Faculté Saint-Jean of the University of Alberta implemented a bilingual bachelor-level business program in 1998.* The Bombardier Foundation contributed considerable funding to this initiative.

BACKGROUND:**K-12 Education:**

The governance of francophone education implemented in 1994 was based on the following principles:

1. The model covered the entire territory of the province;
2. Authorities created in those areas of the province where there were a sufficient number of students;
3. Co-ordinating Councils created in areas of the province where sufficient numbers of students did not exist and in regions where the community did not want an authority created;
4. Differential funding made available to meet the start-up and program needs of Authorities;
5. Funding made available to Co-ordinating Councils to enable them to play their advocacy roles for francophone education.

At the time of francophone education governance implementation there were 181 school boards in Alberta and funding of education was ensured by provincial grants – 50 per cent - and local requisition on property taxes – 50 per cent.

During the period of 1994 to 1996, the Government of Alberta undertook a restructuring of education in the province in order to achieve the following objectives:

1. Achieve greater equity in the funding of education. To that end, the province took on the responsibility of funding education completely and eliminated school board powers of establishing the mill rate for local requisition on property;
2. Ensure that maximum resources reached the school and classrooms. To that end, the province:
 - reduced the number of school boards from 181 to 60;
 - introduced the Framework for Funding School Boards whereby funding is allocated in three blocks: the instruction block, the support block and the capital block. All school boards receive the same amount of basic funding per student for instruction.
 - makes available additional funding based on the incidence of students with severe disabilities, the sparsity of the student population and transportation needs.
 - imposed limits on board governance and system administration expenditures and on re-allocations within and between blocks.
3. Ensure that decisions regarding educational programs and services are made at the local level. School-Based Management and School Councils policies were developed and implemented.
4. Ensure accountability of school boards for their expenditures and results. School boards develop three-year Business Plans defining:
 - local goals for education;
 - the distribution of provincial budgets for education programs and services; and
 - priorities for improvement; and
 - measures to be used to evaluate and report on the success of education programs and the efficiency of administration.

CONTEXT:

Towards the end of the 1993-1999 Special Agreement, a review of francophone education in Alberta was undertaken to:

- ensure equitable access to quality educational programs and services for all students in francophone schools;
- expand the application of governance of francophone education to the whole province;
- identify the particular needs of francophone education based on its context;
- regularize the funding and governance of francophone education.

EQUITABLE ACCESS TO QUALITY PROGRAMS AND SERVICES:

Equitable access to quality programs and services is a challenge in a context where a small number of students are spread out throughout the province. While the Special Agreement contributed significant funding for the implementation and expansion of French language education since 1994, the present context requires further support.

Post-secondary Education

A. The University of Calgary

The four following projects will be undertaken at the University of Calgary to enhance French programs and services:

1. Caribbean/African Francophone Studies

To align with the internationalization of the curriculum, a top priority of the University of Calgary, the French Centre in collaboration with the Department of French will expand the courses and resources in Caribbean/African civilisation and literature. A pilot course, funded by Alberta, "Venez découvrir la Francophonie" was developed and offered in 1998/1999. Further program development and resources are required.

	1999	2000	2001	2002	2003	TOTAL
Caribbean/African Francophone studies	20,000	5,000	5,000	7,000	8,000	45,000

2. Computer Exercises for the WEB

The University of Calgary has developed a series of computer exercises in CALLGEN, which need to be converted to a standard authoring program. The exercises would then be made available by distance education to learners over the WEB. Funds are required for the next step of conversion.

	1999	2000	2001	2002	2003	TOTAL
WEB Exercises	7,000	3,000	-	-	-	10,000

3. Theatre in French

The Department of French at the University of Calgary in collaboration with the Faculty of Fine Arts has developed and piloted a theatrical component (mise en scène) in their theatre courses. This is based on students showing greater interest in a live presentation than in reading drama texts, and in participating students showing marked improvement in their oral skills. Funds are required for the next step of recording the student performed French theatre and producing and distributing videotapes to post-secondary programs in Alberta.

	1999	2000	2001	2002	2003	TOTAL
Theatre in French	6,000	-	9,000	-	-	15,000

4. Promotion

Many students are not aware of the availability of courses through the French Language Instruction Program. There is a need to aggressively promote the courses on campus, in Calgary and in the surrounding area. Funding is required to develop basic promotional items and to develop and implement a comprehensive promotional strategy.

	1999	2000	2001	2002	2003	TOTAL
Promotion	7,000	8,000	8,000	8,000	9,000	40,000

B. Student Support

Fellowships for Second Language Study will be offered to post-secondary students who will enrol in several new Bachelor-level programs that will be developed over the next five years including Engineering, Bachelor of Business Administration, Bachelor of Science in Environmental Studies and in numerous areas in Health. New awards will be offered to students in professional faculties such as Law and Medicine who wish to pursue further studies in francophone institutions outside Alberta. These awards of \$3,500 each are more substantial than those offered within Alberta as out-of-province costs are much higher and often discourage students from continuing their studies in French.

Student fellowships will also be provided for students enrolling in existing French and bilingual programs at both the college and university levels within and outside the province. Several of these programs including bilingual Bachelor of Commerce, Masters in Education by distance delivery and the college-level certificate in Business Administration have been developed within the past three years with Alberta paying the majority of the costs.

	1999	2000	2001	2002	2003	TOTAL
College	200,000	205,000	210,000	215,000	220,000	1,050,000
Commerce	30,000	35,000	35,000	40,000	45,000	185,000
French as a Second Language	245,000	250,000	250,000	260,000	270,000	1,275,000
Bachelor of Science	-	-	50,000	100,000	150,000	300,000
Health	-	-	-	50,000	100,000	150,000
Out of province	-	35,000	50,000	55,000	70,000	210,000
Engineering	-	40,000	40,000	45,000	45,000	170,000
Total	475,000	565,000	635,000	765,000	900,000	3,340,000

C. Faculté Saint-Jean, University of Alberta

Faculté Saint-Jean has launched several new programs over the past few years due to collaborative federal-provincial funding. Also, with provincial funding, a Bilingual Bachelor of Commerce program was initiated in 1998. The Faculté, due to high student demand needs to expand its recent initiatives, and at the same time is poised to respond to previously unanswered demand for French-language programming in several other fields of study. Many of the proposed new initiatives are collaboratively planned with other faculties and institutions, and will serve the needs of Francophones in other western provinces and territories as well as in Alberta.

The following initiatives will be undertaken with the assistance of additional federal funding:

1. Maîtrise en éducation à distance

A second cohort of students in Calgary was added to this new program in 1998/1999 and there is keen interest from students in British Columbia and in other parts of western Canada. For example, Faculté offered a Masters level course via interactive video-conferencing to teachers in Victoria, British Columbia and Saskatoon, Saskatchewan. Alberta funded a state-of-the-art video conferencing facility under the Learning Enhancement Envelope, in two cycles. Funds are required to expand the program delivery.

	1999	2000	2001	2002	2003	TOTAL
Maîtrise en éducation	175,000	175,000	125,000	125,000	125,000	725,000

2. Bilingual Bachelor in Business Administration Program

This collaborative program with the Faculty of Business will be developed over two fiscal years from 1999 to 2001. Funds are requested for development of 10 new courses in French for the first two years of the program. Then, Alberta will cover the costs of the additional student places required for the expansion in years three and four. In the final three years of the agreement, funds are budgeted for resources only.

	1999	2000	2001	2002	2003	TOTAL
Bilingual Bachelor – Business Administration	100,000	100,000	20,000	20,000	30,000	270,000

3. Masters in Arts

In 1998, Faculté launched a new BA Honours Program. The development of an MA program constitutes a future important step in the expansion of the Arts program at Faculté Saint-Jean. Senior staff members in the Arts program have experience teaching graduate level courses and supervising theses, skills critical to the success of this initiative. After development costs in the initial three years, funds are allocated for the purchase of multimedia and library resources.

	1999	2000	2001	2002	2003	TOTAL
Masters in Arts	40,000	80,000	80,000	50,000	50,000	300,000

4. Multimedia Centre and Technology

Program expansion and development for alternative delivery technologies initiatives is vital to meet the needs of Western and Northern Canada's Francophone and Francophile students at the dawn of the 21st century. Resources will be developed to deliver courses to areas where students would not otherwise have access to French university programs. Alberta recently provided funds to Faculté for the purchase of video conferencing equipment, a part-time distance education co-ordinator and establishment of satellite services in Calgary and St. Paul. This resulted in links between Faculté and REFAD, the "Réseau universitaire de l'enseignement en française à distance", and co-ordinated delivery of courses from this network to and from Faculté's campus. Canadian Heritage provided funding to construct the multimedia centre and provided \$40,000 in 1997/1998 for the use of alternative technology. A solid base now exists.

With funding, expansion in the use of technology including the development and delivery of WWW-based courses will better position the Faculté to meet the emerging needs of its client population. Faculté will also be better poised to play a leadership role in the *Réseau national d'éducation à distance* project. Development in technologies at the post-secondary level complements current initiatives by Alberta Education for teachers of K to 12, where new standards in the use of technology were established for students. The integration of technologies in the schools therefore has considerable implications for teacher training. New courses need to be developed to enable all B. Ed. students to attain the competencies required to work in the school systems. As well, many classroom teachers require training in the use of technologies, therefore summer institute programs need to be developed and implemented.

	1999	2000	2001	2002	2003	TOTAL
Multimedia Centre and Technology	300,000	200,000	200,000	250,000	300,000	1,250,000

5. Centre for Research in Canadian Studies

Establishment of the Louis A. Desrochers Chair in *Études canadiennes* which would fund the hiring of specialists in this field, each for a two-year period, has been endorsed by the University of Alberta as one of its major proposals in the Fund Development Campaign. This financial and administrative endorsement is one of the first steps in achieving a primary objective of Faculté's strategic business plan to become a major centre for research and teaching in *Études canadiennes*. Establishing *Études canadiennes*, as a major in the new Masters in Arts (1998) was a parallel thrust leading to the founding of a Centre for Research in Canadian Studies. The Centre would serve to consolidate and co-ordinate all faculty activities in teaching and research concerning Canada. To further achieve the objective, the Faculté needs to increase and promote its research profile. Support is required for summer research projects, research initiatives by faculty, presentation of conferences by renowned international scholars, research assistantships, promotion of research projects in publications, faculty networking and the establishment of research partnerships, primarily with other French-language institutions.

	1999	2000	2001	2002	2003	TOTAL
Centre for Research in Canadian Studies	100,000	75,000	50,000	50,000	50,000	325,000

6. Program Promotion

With the establishment of several new university programs in French, considerable promotion will need to be undertaken throughout Alberta and other areas of Western and Northern Canada. Promotion will ensure that francophone and francophile students are aware that they have the opportunity to pursue numerous career paths in French in Alberta, that were previously only available in English.

As more new programs are planned to be initiated a few years into this agreement, increased promotional funds are budgeted for the final three years.

	1999	2000	2001	2002	2003	TOTAL
Program Promotion	60,000	70,000	90,000	90,000	90,000	400,000

7. Infrastructure Renovations

Two factors impact the need for infrastructure renovations at Faculté: the age of most of the facility and the expansion of programs with the inherent requirement for more space, furnishings and equipment.

Infrastructure upgrading requirements include the following:

- renewal of brick exterior walls
- window upgrading
- heating ventilation and air conditioning
- emergency generator
- demolition of church
- gymnasium roof replacement
- north deck structure verification
- parking lot and sidewalks
- expansion of lab and classroom space

Costs are based on initial estimates with the majority of funds being budgeted in the second year to enable physical improvements to be made prior to the proposed new programs being introduced.

	1999	2000	2001	2002	2003	TOTAL
Infrastructure Renovations	500,000	900,000	300,000	300,000	-	2,000,000

8. French Language Institute

The mandate of the Institute is to play a leadership role in French language instruction at Faculté to ensure efficient instruction, optimal learning for students and correct usage of the French language. Some of the major roles of the Institute are the following:

- organize and manage credited French courses
- administer the *Centre d'aide en français*
- assure continual training/upgrading of French instructors
- organize and manage French courses for professional and personal development
- assure the acquisition of both instructional and management resources necessary to achieve the mandate of the Institute
- manage the evaluation of the French language at the Faculté including various admission and classification tests
- facilitate research in French instructional techniques

	1999	2000	2001	2002	2003	TOTAL
French Language Institute	120,000	110,000	100,000	100,000	100,000	530,000

9. Health Programs

The development of several programs in the health field is related to a proposal to the federal government from the University of Ottawa through the *Réseau des universités de langue française hors Québec*. Students would enrol at Faculté for the first two years of their program, including studies such as medicine and nursing, and would complete their programs in an eastern institution. The budget reflects the development of thirty courses over four years plus the acquisition of specialised multimedia and print resources. This initiative will prepare French speaking health professionals to support the Student Health Services initiative to be implemented in Alberta schools beginning in September 1999.

	1999	2000	2001	2002	2003	TOTAL
Health Programs	300,000	400,000	150,000	150,000	100,000	1,100,000

10. Bachelor of Science

A new bilingual Bachelor of Science with an emphasis on Environmental Sciences will be offered collaboratively with the Faculty of Science. Courses will be developed in 2000/2001, and the program in French will be launched in September 2001. Students will complete their first two years at Faculté and the remaining two on the main campus. Learning resources are budgeted for in the final 3 years of the agreement.

	1999	2000	2001	2002	2003	TOTAL
Bachelor of Science	-	300,000	100,000	20,000	30,000	450,000

11. Engineering

This collaborative bilingual degree will see students completing their first year in French at the Faculté and the remaining years on the main campus in English. Alberta is paying for the development costs of this new initiative in French and will also fund the additional seats required in the Faculty of Engineering on an ongoing basis. The budget reflects costs for multimedia and print resources only.

	1999	2000	2001	2002	2003	TOTAL
Bilingual Bachelor in Engineering	-	60,000	60,000	60,000	70,000	250,000

12. Residence Centre

A proposal for this initiative which will be cost shared with Alberta has been submitted under separate cover. Canadian Heritage provided \$500,000 for the initial development stage in fiscal 1998/1999. The total cost of the project is expected to be \$7,500,000.

	1999	2000	2001	2002	2003	TOTAL
Residence centre	2,550,000					2,550,000

	1999	2000	2001	2002	2003	TOTAL
TOTALS -AAECD	4,760,000	3,051,000	1,932,000	1,995,000	1,862,000	13,600,000

K-12 Education

Funding for ECS-12 francophone education will be regularized by modifying the application of funding formulae in the Funding Manual for School Authorities which recognize the context of francophone education in the province. This modified application of funding formulae will attain Alberta Education's objectives and ensure stable funding for the continued growth and evolution of francophone education in Alberta.

The funding formulae modifications will be achieved through the following:

1. Equity and distance funding

The application of the formula used to determine equity funding to school boards will be modified for francophone education. This formula will be based on attendance areas for each francophone education region and the number of students served. This modified application of the equity funding formula will recognize the small number of students served in schools that are long distances from each other as well as better reflecting the actual potential clientele of the Authority.

	1999	2000	2001	2002	2003	TOTAL
Equity and Distance Funding	2,257,000	2,623,000	2,665,000	2,670,000	2,700,000	12,915,000

2. Francisation

A high percentage of students enrolled in francophone schools do not have sufficient French language skills to succeed to their potential at school. To meet this need, an annual grant, similar to the grant available for ESL, will be made available to the Authority.

	1999	2000	2001	2002	2003	TOTAL
Francisation	385,000	520,000	435,000	470,000	510,000	2,320,000

3. Plant Operations and Maintenance

Most francophone schools have very small enrolments and the funding formula used for Plant Operations and Maintenance (POM) does not generate sufficient resources. The POM formula will be modified so that these schools receive funding on an utilisation rate of 80 per cent capacity. The funding generated by this modified application of the POM funding formula will permit the Authority to operate and maintain its schools adequately.

	1999	2000	2001	2002	2003	TOTAL
Plant Operation and Maintenance	480,000	400,000	320,000	240,000	150,000	1,590,000

4. Assessment Services

The fact that French language special education professional resources and services are very scarce in the province and not easily accessible, an annual grant of \$300,000 will be made available to the Authority to make these resources and services available to all its students.

	1999	2000	2001	2002	2003	TOTAL
Assessment Services	300,000	300,000	300,000	300,000	300,000	1,500,000

5. Student Health Services

Ensure that adequate student health services are available to students enrolled in francophone schools

	1999	2000	2001	2002	2003	TOTAL
Health Services	113,000	113,000	113,000	113,000	113,000	565,000

6. New School Programs

An annual grant of \$200,000 per year will be made available to the Authority for the opening of schools in parts of the province where francophone education is not yet available. This funding will be used for the purchase of materials, equipment and library resources.

	1999	2000	2001	2002	2003	TOTAL
New School Programs	200,000	200,000	200,000	200,000	200,000	1,000,000

7. Transportation

Transportation funding for francophone schools will be allocated on the Rural Transportation Grant despite the fact that the majority of students live in urban areas. This recognizes the fact that even in urban areas, students enrolled in francophone schools are widely dispersed in each school's attendance area.

	1999	2000	2001	2002	2003	TOTAL
Transportation	1,534,000	2,660,000	2,930,000	3,160,000	3,416,000	13,700,000

8. Media Centre Upgrading

A one-time grant of \$30,000 per school will be made to permit Authority schools to upgrade their media resources. The increase in the number of schools and students between 1994 and 1998 required that Authority resources be used for start-up needs and school media centres were not maintained and renewed.

	1999	2000	2001	2002	2003	TOTAL
Media centre upgrading	480,000	60,000	-	-	-	540,000

9. Hardware/Software Upgrading

A one-time grant of \$30,000 per school will be made to permit the Authority schools to upgrade their technological hardware and software to maximise the potential of distance education, distance communications and networking between schools.

	1999	2000	2001	2002	2003	TOTAL
Hardware/Software upgrading	480,000	60,000	-	-	-	540,000

10. Promotion/Recruitment/Communications

An annual grant of \$200,000 will be made to the Authority/Co-ordinating Council to permit continued promotion of and recruitment for francophone education as well as to establish and maintain effective and efficient communication strategies for parents of children in Authority schools spread out throughout the province.

	1999	2000	2001	2002	2003	TOTAL
Promotion/Recruitment/Communication	200,000	200,000	200,000	200,000	200,000	1,000,000

11. Educational Programs and Services Development

The Alberta Education annual budget of \$2,500,000 for French language programs and services will be supplemented by \$1,250,000 in Federal funding to ensure that equivalent educational programs and services are available in French.

	1999	2000	2001	2002	2003	TOTAL
Program Development	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000	6,250,000

12. School/Community Centres

Annual funding of \$1,840,000 will be made available for the creation of francophone school-community centres in areas of the province where those are demographically and economically viable.

	1999	2000	2001	2002	2003	TOTAL
School/Community Centres	1,840,000	1,840,000	1,840,000	1,840,000	1,840,000	9,200,000

	1999	2000	2001	2002	2003	TOTAL
TOTALS ALBERTA EDUCATION	9,406,000	10,113,000	10,140,000	10,330,000	10,566,000	50,555,000

	1999	2000	2001	2002	2003	TOTAL
GRAND TOTALS	13,691,000	12,599,000	11,437,000	11,560,000	11,528,000	60,815,000

	1999	2000	2001	2002	2003	TOTAL
REQUESTED FEDERAL CONTRIBUTION	10,533,000	9,087,500	7,912,000	7,940,000	7,790,000	43,262,500

CONCLUSION:

The above funding proposal for francophone basic education programs and French language post-secondary programs in Alberta will supplement the basic funding that the Alberta Government makes available for education. This differential funding will ensure that students in francophone schools and French post-secondary programs in Alberta, regardless of their location in the province, will have equitable access to quality educational programs and services.

SUMMARY OF PROPOSAL

	1999	2000	2001	2002	2003	TOTALS
POST-SECONDARY						
U of Calgary						
<i>Caribbean/African Studies</i>	20,000	5,000	5,000	7,000	8,000	45,000
<i>WEB Exercises</i>	7,000	3,000	0	0	0	10,000
<i>Theatre in French</i>	6,000	0	9,000	0	0	15,000
<i>Promotion</i>	7,000	8,000	8,000	8,000	9,000	40,000
Student Support						
<i>Fellowships</i>	475,000	565,000	635,000	765,000	900,000	3,340,000
Faculté Saint-Jean						
<i>Maîtrise en Éducation</i>	175,000	175,000	125,000	125,000	125,000	725,000
<i>Bilingual Bachelor in B Adm</i>	100,000	100,000	20,000	20,000	30,000	270,000
<i>Masters in Arts</i>	40,000	80,000	80,000	50,000	50,000	300,000
<i>Multimedia & Technology</i>	300,000	200,000	200,000	250,000	300,000	1,250,000
<i>Centre for Canadian Studies</i>	100,000	75,000	50,000	50,000	50,000	325,000
<i>Program Promotion</i>	60,000	70,000	90,000	90,000	90,000	400,000
<i>Infrastructure Renovations</i>	500,000	900,000	300,000	300,000	0	2,000,000
<i>French Language Institute</i>	120,000	110,000	100,000	100,000	100,000	530,000
<i>Health Programs</i>	300,000	400,000	150,000	150,000	100,000	1,100,000
<i>Bachelor of Science</i>	0	300,000	100,000	20,000	30,000	450,000
<i>Engineering</i>	0	60,000	60,000	60,000	70,000	250,000
<i>Residence Centre</i>	2,550,000	0	0	0	0	2,550,000
SUBTOTALS	4,760,000	3,051,000	1,932,000	1,995,000	1,862,000	13,600,000

K-12 EDUCATION						
<i>Equity and Distance Funding</i>	2,257,000	2,623,000	2,665,000	2,670,000	2,700,000	12,915,000
<i>Francisation</i>	385,000	520,000	435,000	470,000	510,000	2,320,000
<i>POM</i>	480,000	400,000	320,000	240,000	150,000	1,590,000
<i>Assessment Services</i>	300,000	300,000	300,000	300,000	300,000	1,500,000
<i>Student Health Services</i>	113,000	113,000	113,000	113,000	113,000	565,000
<i>New School Programs</i>	200,000	200,000	200,000	200,000	200,000	1,000,000
<i>Transportation</i>	1,534,000	2,660,000	2,930,000	3,160,000	3,416,000	13,700,000
<i>Media Centre Upgrading</i>	480,000	60,000	0	0	0	540,000
<i>Hardware/Software Upgrade</i>	480,000	60,000	0	0	0	540,000
<i>Promo/Recruit/communicate</i>	200,000	200,000	200,000	200,000	200,000	1,000,000
<i>Program/Services Devel.</i>	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000	6,250,000
<i>School/Community Centres</i>	1,840,000	1,840,000	1,840,000	1,840,000	1,840,000	9,200,000
SUBTOTALS	9,519,000	10,226,000	10,253,000	10,443,000	10,679,000	51,120,000

GRAND TOTALS	14,279,000	13,277,000	12,185,000	12,438,000	12,541,000	64,720,000
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FEDERAL CONTRIBUTION	11,064,500	9,729,000	8,603,500	8,761,500	8,746,500	46,905,000
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NOTE: Amounts in *Italics* are 100 per cent federally funded.



☐ oui ☒ non

Message :

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MAR 17 2000

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Ref#: 35053

March 13, 2000

Mr. Alex Himelfarb
Deputy Minister
Canadian Heritage
Ottawa, Ontario
K1A 0M5

Dear Mr. Himelfarb:

Thank you for the opportunity to discuss our bilateral negotiations for the renewal of a Special Measures Agreement for French Language Education in Alberta. I believe our discussion had a quick impact on the stalemate that seemed to exist in those discussions between our officials.

I am pleased to indicate to you that I accept the recent offer made, whereby Canadian Heritage will commit \$12,600,000 in support of activities and services for French language education in Alberta for the period 1999-2000 to 2003-2004.

I also accept the cashflow proposed as well as the source of the funding. These are:

	1999-2000	2000-2001	2001-2002	2002-2003	2003-2004	TOTALS
Spec. measures	\$2,800,000	\$3,200,000	\$2,500,000	\$1,200,000	\$1,000,000	\$10,700,000
OLEP	\$1,000,000			\$500,000	\$400,000	\$1,900,000
Totals	\$3,800,000	\$3,200,000	\$2,500,000	\$1,700,000	\$1,400,000	\$12,600,000

This agreement, supported by regular OLEP and provincial resources, will permit French language programs in the province to continue to evolve at the basic and adult levels and ensure that students in these programs receive quality instruction and education.

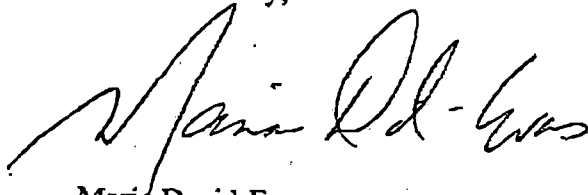
I understand that the Honourable Ms. Copps will communicate with the Honourable Dr. Oberg to confirm this Canadian Heritage support, and that subsequently, bilateral agreements will be finalized.

.../2

Mr. Alex Himelfarb
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I hope that we will have the opportunity in the future to meet and further discuss our mutual interest in ensuring that French language programs in Alberta can continue to evolve and flourish.

Yours sincerely,



Maria David-Evans
Deputy Minister

cc: Honourable Dr. Lyle Oberg
Minister of Learning

18 février 2000

APPEL HILAIRE LEMOINE - GÉRARD BISSONNETTE

POINTS DE DISCUSSION

- Nous maintenons notre offre de 10,7 M\$ sur cinq ans sous les Mesures spéciales. Nous demandons à l'Alberta d'utiliser 1,9 M\$ du Minimum garanti pour combler la différence. Cette approche amène l'Alberta à commencer à utiliser progressivement le Minimum garanti pour répondre à des besoins de gestion scolaire.
- En contre-partie, nous offrons de verser, sous les fonds discrétionnaires, une contribution de 2 M\$ sur cinq ans à compter de 2001-2002.

FINANCEMENT FÉDÉRAL PROPOSÉ 1999-2000 à 2003-2004 (5 ans)						
FINANCEMENT	1999-2000 \$M	2000-01 \$M	2001-02 \$M	2002-03 \$M	2003-04 \$M	TOTAL \$M
LOE régulier (Minimum garanti)	0,2	0,3	0,4	0,5	0,5	1,9
Mesures spéciales	2,8	3,2	2,5	1,2	1,0	10,7
TOTAL	3,0	3,5	2,9	1,7	1,5	12,6

Sous l'enveloppe discrétionnaire, une contribution fédérale additionnelle de 2 M\$ serait versée de 2001-2002 à 2005-2006 (5 ans).

- Les activités de développement doivent être financées à part égale par les deux gouvernements; dans le plan d'action proposé par la province, ce n'est pas le cas pour deux projets : (mise en place du Conseil scolaire francophone de Calgary et projets à l'Université de Calgary).
- L'Alberta prévoit utiliser, de 1999-2000 à 2002-2003, **81 p. 100** (22,3 M\$) de l'enveloppe fédérale de 27,3 M\$ pour le maintien de ses programmes (une responsabilité provinciale) alors que seulement 5 M\$ seront utilisés pour des activités de développement. En 1998-1999, **65 p. 100** de l'enveloppe avait été utilisée pour le maintien.
- Nous sommes ouverts à ce que les provinces/territoires utilisent une portion **raisonnable** de leur enveloppe pour des activités de maintien, mais en Alberta, cette proportion est **très élevée**.
- Langue seconde - Pour le maintien des programmes (15 M\$) : **aucun financement provincial**

~~8130-3~~

NOTRE APPEL DU MARDI 8 FÉVRIER AVEC LA SOUS-MINISTRE DE L'ÉDUCATION DE L'ALBERTA, MME DAVID-EVANS, CONCERNANT LE RENOUVELLEMENT DE L'ENTENTE SPÉCIALE DE GESTION SCOLAIRE

Ci-dessous l'information pertinente à cet appel.

Contexte

- Nous sommes à négocier deux ententes avec l'Alberta soit une Entente bilatérale en vertu de laquelle l'Alberta va recevoir chaque année des fonds réguliers du PLOE (Infrastructure, Minimum garanti et fonds discrétionnaires de la ministre) ainsi qu'une Entente spéciale en vertu de laquelle l'Alberta va recevoir chaque année des fonds sous les Mesures spéciales d'investissement en éducation. L'appel de l'Alberta concerne plus particulièrement le renouvellement de l'Entente spéciale.
- Comme l'Alberta nous présente un Plan d'action combinant les deux ententes, il est important de considérer les deux enveloppes dans nos discussions.

Position fédérale

- Sous les Mesures spéciales, notre offre ne peut être supérieure à 10,7 M\$.
- Par contre, sous le PLOE, nous prévoyons avoir plus de flexibilité sous les fonds discrétionnaires à partir de 2001-2002.
- Sous le PLOE, nous ne sommes pas d'accord avec la proposition actuelle dans laquelle la province veut transférer une part aussi importante des fonds destinés au développement vers le maintien des programmes, avant de mieux en connaître les impacts.
- Important de réitérer notre offre d'acheminer rapidement une recommandation d'approbation hâtive à la ministre pour la composante «bourses» afin d'éviter des inconvénients additionnels aux étudiants en attente d'une réponse. L'Alberta a refusé cette offre jusqu'à présent pour mieux faire pression sur le gouvernement fédéral pendant les négociations.



Considérations

Fonds PLOE réguliers - Alberta		
Catégorie de programme	Contribution fédérale annuelle 1999-2000 à 2002-2003	Contribution fédérale 1999-2000 à 2002-2003
Infrastructure (maintien)	4 244 825 \$	16 979 300 \$
Minimum garanti (développement)	*2 587 773 \$	10 351 092 \$
TOTAL	6 832 598 \$	27 330 392 \$

*Augmentation de 1,1 M\$/année par rapport à 1998-1999

Dans la majorité des provinces/territoires, l'approche par Plan d'action se fera à compter de 2000-2001.

- L'Alberta a présenté un Plan d'action dès cette année afin de pouvoir transférer, en 1999-2000, un montant d'environ 1,35 M\$ du Minimum garanti (fonds destinés au développement) vers l'Infrastructure (fonds destinés au maintien). L'Alberta prévoit ainsi utiliser, de 1999-2000 à 2002-2003, 22,3 M\$ de l'enveloppe fédérale de 27,3 M\$ pour le maintien de ses programmes (une responsabilité provinciale) alors que seulement 5 M\$ seront utilisés pour des activités de développement.
- Nous sommes ouverts à ce que les provinces/territoires utilisent une certaine portion de leur enveloppe pour des activités de maintien, mais non au détriment des activités de développement.
- La proposition de l'Alberta est d'autant plus étonnante qu'elle soutient que l'offre fédérale de 10,7 M\$ sur cinq ans, faite dans le cadre de la négociation d'une nouvelle Entente spéciale, ne peut combler tous les besoins en développement de la province, particulièrement en ce qui a trait à la Faculté Saint-Jean.
- Nous devons poursuivre les discussions avec l'Alberta, pour mieux comprendre et évaluer les implications d'un transfert aussi important des fonds de développement vers des activités de maintien. Dans le cas où les autres provinces/territoires adoptent cette même approche, la pression sera énorme sur les fonds discrétionnaires de la ministre pour combler le manque à gagner au niveau du développement.
- L'Alberta se plaint d'avoir réduit sa demande de 19,6 M\$ à 12,6 M\$ sur cinq ans alors que nous maintenons notre offre à 10,7 M\$. Nous croyons que l'offre fédérale est tout à fait raisonnable. L'Alberta a reçu 2,25 M\$/an sous l'ancienne Entente spéciale (excluant les projets d'immobilisation) et nous lui offrons maintenant pour consolider ses acquis, 2,14 M\$/an.
- Étant donné que l'enveloppe totale pour l'ensemble des provinces/territoires est de 90 M\$, nous sommes convaincus que l'Alberta reçoit sa juste part.


 Pierre Gaudet
2000-02-03 09:02 AM

Envoyé par : Gwladys Bichat

Pour : Gerard Bissonnette <GBissonnette@edc.gov.ab.ca>
cc : Adrien Bussiere/West-Ouest/PCH/CA@PCH, Slynch@edc.gov.ab.ca, Ken.Shields@aecd.gov.ab.ca,
Hilaire Lemoine/HullOttawa/PCH/CA@PCH

Objet : Réf. : Official Languages in Education Negotiations 

Bonjour Gérard,

Here is our response to your latest email concerning the Official Languages in Education Negotiations.

We strongly believe that our final offer of \$10,7M represents a major effort from our part when considering that the total Special Measures's envelope amounts to \$90M, to be distributed amongst all provinces and territories. Alberta's share represents 12% of the total envelope. It has already been mentioned that we were ready to consider earmarking some additional funding under the Supplementary funds, besides the amount of \$4,7M already discussed, depending on the availability of funds in the coming years and the new needs expressed by Alberta.

Alberta is receiving a 20% increase of its regular OLEP funds under the Minimum Guarantee (\$1,1M/year), increase that is intended for **development activities**. It is of great concern to us that Alberta is intending to use \$5,4M of the Minimum Guarantee for maintenance purposes (all the new funds obtained from Cabinet for **development activities** plus an additional \$1M from the Minimum Guarantee). It should be reiterated that if the new funds (\$4,4M) were to be used for development activities (as stated by our Minister in her July 13, 1999 letter to Minister Oberg), Alberta would have more than enough funds to complement our offer of \$10,7M.

Besides, as mentioned before, it is of the greatest importance that Alberta start using some of the regular federal funds to complement special federal funding for Governance and Post-secondary development as the Special Measures will be ending in 2004 and regular federal/provincial funds will have to take over.

For many years, the funding of the Faculté Saint-Jean has been the subject of lengthy discussions between our departments. It was understood that, in the event that we would increase the Minimum Guarantee, which we have done, funding for FSJ would finally be stabilized. For this reason, it would be unacceptable to our Minister that FSJ's funding should be reduced by Alberta, using the fact that federal funding under the Special Measures is \$1,9M short of Alberta's expectations when the increase of \$4,4M under the Minimum Guarantee is used entirely for maintenance purposes.

Another concern that was brought up during our last conference call is the fact that federal funds are used to cover 91% of the total costs incurred for French Second Language Support (K-12). These percentages still have to be discussed further.

Finally, I am reiterating our willingness to make an early recommendation to our Minister for the fellowship component of Alberta's proposal for 1999-2000, in order to avoid causing any further inconvenience to the students awaiting a response to their fellowship application.



Gerard Bissonnette <GBissonnette@edc.gov.ab.ca> le 2000-01-30 12:06:34 AM

Pour: Pierre Gaudet/HullOttawa/PCH/CA@PCH
cc: Adrien Bussiere/West-Ouest/PCH/CA@PCH, Sue Lynch <slynch@edc.gov.ab.ca>, Ken
Shields <Ken.Shields@aecd.gov.ab.ca> *Marie Lemoine*
Objet: Official Languages in Education Negotiations

Fair
03/02/00
GB

Bonjour Pierre:

As indicated at the end of our teleconference call last Thursday, a meeting has been held with Mrs. Maria David-Evans, Deputy Minister, to review the status of negotiations on Alberta's Action Plan on Official Languages in Education.

It was concluded, at this meeting, that there is no need for another teleconference call until there is a revised proposal from Heritage Canada in response to the revised Alberta proposal discussed at the teleconference call. It was also decided that there would be no letters of agreement signed on components of the total package. This means that there is no need to develop a letter of agreement on the Fellowships' component of OLEP.

It is essential that Faculté Saint-Jean receive adequate funding permitting it to offer a wide range of French language programs to fulfill its role as the only French language post-secondary institution west of the Manitoba/Saskatchewan border including the NWT and Yukon. If programs are not available, there will be no need for fellowships.

Alberta believes strongly that its revised proposal is a solid foundation for the development of francophone basic education and French language post-secondary education for the next five years!

It was concluded at the meeting with Mrs. David-Evans that Alberta's strategy will be reviewed at the end of the first week of February. It would be important to receive a revised Heritage Canada proposal by that time.

If you require further information, please contact me.

Gérard Bissonnette
Direction de l'éducation française/Language Services Branch
tél: (780) 427-2940; fax: (780) 422-1947

Alberta Learning
11160 Jasper Avenue
Edmonton, Alberta
T5K 0L2

adel/email: gbissonnette@edc.gov.ab.ca

February 1, 2000

GOVERNANCE/POST-SECONDARY DEVELOPMENT

CONSIDERATIONS

- ° Federal funding requested for development activities should be equally matched by provincial funds; this is not the case for two of the proposed activities shown in the revised Action Plan (South Francophone Education Region and University of Calgary); the requested federal funding should be \$250 000 for the first project and \$ 55 000 for the second project. Alberta's total requested amount would therefore amount to \$12 376 200.
- ° Proposed federal funding under the Special Measures is maintained at **\$10,7M**
- ° An amount of \$1,6M could be negotiated under the Supplementary funds to complement our contribution to FSJ as it is our understanding that Alberta is intending on cutting down the federal funding allocated, in the proposal, to the FSJ if federal funding doesn't meet Alberta's expectations.
- ° In order to avoid causing any further inconvenience to the students awaiting a response to their fellowship request, we are reiterating our willingness to make an early recommendation to our minister for the fellowship component of Alberta's proposal.

Table 1 Revised proposed federal funding for Governance/Post-Secondary development

PROPOSED FEDERAL FUNDING 1999-2000 à 2003-2004 (5 years)						
FUNDING	1999-2000 \$M	2000-01 \$M	2001-02 \$M	2002-03 \$M	2003-04 \$M	TOTAL \$M
Supplementary funds OLE			0,6	0,5	0,5	1,6
Special Measures	2,8	3,2	2,5	1,2	1,0	10,7
TOTAL	3,0	3,5	2,9	1,7	1,5	12,3

January 27, 2000

GOVERNANCE/POST-SECONDARY DEVELOPMENT

CONSIDERATIONS

- ° Alberta intends to use \$2,2M of the total requested amount of \$12,6M, for maintenance activities. Federal funding under the Special Measures is intended for development activities. Regular OLE funding could be used for maintenance purposes.
- ° Federal funding requested for development activities should be equally matched by provincial funds; this is not the case for two of the proposed activities shown in the revised Action Plan (South Francophone Education Region and University of Calgary).
- ° Proposed federal funding under the Special Measures has been increased to **\$10,7M**

Table 1 Alberta's submission under the Special Measures

ALBERTA'S SUBMISSION - SPECIAL MEASURES (Federal Contribution) 1999-2000 to 2003-2004 (5 years)			
Level	Governance/ Fellowships \$	Other \$	TOTAL \$
K-12	7 779 200		7 779 200
Posts.	1 000 000	3 902 000	4 902 000
TOTAL	8 779 200	3 902 000	12 681 200

Table 2 Proposed federal funding for Governance/Post-Secondary development

PROPOSED FEDERAL FUNDING 1999-2000 à 2003-2004 (5 years)						
FUNDING	1999-2000 \$M	2000-01 \$M	2001-02 \$M	2002-03 \$M	2003-04 \$M	TOTAL \$M
Regular OLE	0,2	0,3	0,4	0,5	0,5	*1,9
Special Measures	2,8	3,2	2,5	1,2	1,0	10,7
TOTAL	3,0	3,5	2,9	1,7	1,5	12,6

* If necessary, could be increased for various development measures.

REGULAR OLE FUNDING

CONSIDERATIONS

- According to Alberta's proposed Action Plan, \$22,3M of the total Federal envelope of \$27,3M will be used for maintenance activities; federal funds under the Infrastructure category total \$16,9M which means that \$5,4 of the Minimum Guarantee, intended for development activities, will be used for maintenance activities.
- Under the new Protocol, Alberta is receiving an increase of **\$4,4M** of its Minimum Guarantee for development activities; in its Action Plan, Alberta is allocating this increase to maintenance activities, which causes a major difficulty from a federal stand point.
- According to the Action Plan, federal funding for French First Language Support (K-12) represents 24% of the total costs. In comparison, federal funding for French Second Language Support (K-12) represents 91% of the total costs. These percentages should be discussed further.

Table 3 Regular OLE Funding

REGULAR OLE PROPOSED FEDERAL FUNDING 1999-2000 à 2002-2003 (4 years)					
FUNDING	1999-2000 \$M	2000-01 \$M	2001-02 \$M	2002-03 \$M	TOTAL \$M
Infrastructure	4 244 825	4 244 825	4 244 825	4 244 825	16 979 300
Minimum Guarantee	*2 587 773	2 587 773	2 587 773	2 587 773	10 351 092
Supplementary Funds (Capital Costs)	1 000 000	2 675 000	to be determined	to be determined	3 675 000
Supplementary Funds (Mathematics)	500 000	500 000			1 000 000
TOTAL	8 332 598	10 007 598	6 832 598	6 832 598	32 005 392

* Increase of \$1,1M from previous bilateral Agreement

8126-3-1-00

PROGRAMMES D'APPUI AUX LANGUES OFFICIELLES
OFFICIAL LANGUAGES SUPPORT BRANCH

NOM/NAME

FRANÇAIS/FRENCH	8126-3-1-00 : SOUS-ENTENTE - LA GESTION SCOLAIRE, LES PROGRAMMES EN FRANÇAIS ET LES BOURSES
ANGLAIS/ENGLISH	

MODIFICATIONS

X	NOUVEAU DOSSIER / NEW FILE
	NOUVEAU VOLUME / NEW VOLUME #
	ANNULER NOUVEAU DOSSIER / CANCEL REQUEST
	CHANGEMENT DU NOM FRANÇAIS
	CHANGE IN THE ENGLISH NAME

COMMENTAIRES/COMMENTS

PROGRAMME D'APPUI AUX LANGUES OFFICIELLES S.V.P. ME RETOURNER LE DOSSIER. MERCI CYNTIA PLOUFFE- 953-5125 MERCI! / THANK YOU!

DEMANDÉ PAR / REQUESTED BY:


SIGNATURE

21 MARS 2001

DATE