



Canadian
Heritage

Patrimoine
canadien

62B

8128-3-96

VOL 2 UNC

INTERGOVERNMENTAL COOPERATION -
BRITISH COLUMBIA
SCHOOL GOVERNANCE; GENERAL

COOPÉRATION INTERGOUVERNEMENTALE -
COLOMBIE-BRITANNIQUE
GESTION SCOLAIRE; GÉNÉRALITÉS

SCHOOL GOVERNANCE

GESTION SCOLAIRE



7540-CH-502-0870

[illegible]

GC 39.1 (91/10)

7540-21-904-5775

62B 8128-3-96
VOL 2

001922



Government
of Canada

Gouvernement
du Canada

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CLOSED VOLUME VOLUME COMPLET

DATED FROM
À COMPTER DU

96-06-25

TO
JUSQU'AU

96-09-24

AFFIX TO TOP OF FILE - À METTRE SUR LE DOSSIER

DO NOT ADD ANY MORE PAPERS - NE PAS AJOUTER DE DOCUMENTS

FOR SUBSEQUENT CORRESPONDENCE SEE - POUR CORRESPONDANCE ULTÉRIEURE VOIR

FILE NO. - DOSSIER N°

8128-3-96

VOLUME

3

CANADIAN HERITAGE

300 - 300 West Georgia St.
Vancouver, BC
V6B 6C6

PATRIMOINE CANADIEN

300, rue Georgia Ouest #300
Vancouver (C.-B.)
V6B 6C6

FAX

8140-6-96

DATE: le 24 septembre 1996

TO: Michèle Blais-Chauvin
A : DGPALO

FAX:

TÉLÉC: 1-819-953-6580

FROM: Ginette Montreuil
DE : Manager/Gestionnaire
Official Languages/Langues officielles
Pacific/Yukon Region/Région du Pacifique et du Yukon

TEL: (604) 666-2218
FAX: (604) 666-3508

NUMBER OF PAGES (including cover page)
NOMBRE DE PAGES (page couverture incluse)

16

(If you do not receive all pages, please call
(604) 666-0176.)

(S'il vous manque des pages, veuillez appeler au
(604) 666-0176.)

MESSAGE:

Bonjour Michèle,

Voici les nouveaux documents fournis par Marc Gignac de l'Association des parents francophones de la Colombie-Britannique ainsi qu'un sommaire des coûts totaux pour la cause. Appelle-moi si tu as des questions.

Merci

Ginette

Cause juridique
Colombie - Britannique

Sommaire des dépenses

41,730.00 > 49,319.26
7,589.26

2,568.14 27 may /96

58,904.84 31/7/96
10,149.07

9,378.77 28/6/96

4,828.09 20/9/96

135,148.17

Soustraire 25,000 (transfert CNPF)

24,435.68 (le recevoit du
programme de
certification
judiciaire)

85,712.49

SEP-24-96 11:10 FROM: CANADIAN HERITAGE

ID: 604 666 3508

PAGE 3/16

09-20-96 09:00AM FROM G. BRENT GAWNE & ASOC TO 16047361259

P002/U05

G. Brent Gawne & Associates

G. Brent Gawne
(also of the B.C. Bar)
Peggy Kobly
Janet E. Morck (Solicitor at Law)

2300. Centennial Building
10015 - 103 Avenue
Edmonton, Alberta T5J 0H1

Barristers & Solicitors

Telephone: (403) 421-1132
Facsimile: (403) 429-1440

Our File: 2549 G IG

Your File:

September 20th, 1996

SENT VIA FACSIMILE

Association des parent francophones
de la Colombie-Britannique
#223, 1555 - 7th Avenue West
Vancouver, B.C. V6J 1S1

ATTENTION: Marc

Dear Sir,

Enclosed please find the following:

1. Our Statement of Account for time and disbursements incurred to the conclusion of this file.
2. Replacement page 2 of our June 28th, 1996 disbursement account dated June 28th.

We will be forwarding a Statement of Account for the new action 113 next week.

Yours truly,

Peggy Kobly

PEGGY KOBLY

/sma

Enclosures

Ref: C:\ORUQ2549\CLIENTS2
September 20, 1996

*error should be replacement
of page 1 to 31-7-96*

SEP-24-96 11:10 FROM: CANADIAN HERITAGE

ID: 604 666 3508

PAGE 4/16

09-20-96 09:00AM FROM G. BRENT GAWNE & ASOC TO 16047361259

PU03/UUS

G. BRENT GAWNE & ASSOCIATES
BARRISTERS & SOLICITORS
#2300, 10015 - 103 AVENUE
EDMONTON, ALBERTA
T5J 0H1

Association des parents francophone
de la Colombie-Britannique
233, 1555, 7th Avenue West
Vancouver, B.C. V6J 1S1

REF: 2549

SEPT 20/96

RE: Section 23

G.S.T. REG. NO: 101966448
TAXABLE

DATE	DESCRIPTION OF SERVICE	LAWYER	HOURS	COURT CHALLENGES ITEM
AUG 07/96 PK	Telephone Attendance with Martine [Item #]		0.20	
	Telephone Attendance with Martine		0.20	
AUG 08/96 PK	Telephone Attendance with Martine [Item #]		0.10	
AUG 13/96 PK	Telephone Attendance with Rick Killough's office		0.10	
AUG 19/96 PK	Telephone Attendance with Rick Killough re: judgment		0.10	
	Telephone Attendance with Rick Killough re: judgment		0.10	
AUG 20/96 EBG	Receipt & review of decision: Telephone attendance with client: Telephone attendance with Richard: Preparation of Press Release [Item #]		4.30	
FK	Telephone Attendance with Francoise		0.10	
	Review decision		1.00	
	Prepare press release		1.70	
	Draft questions, answers for press & "roadmap" of decision		1.50	
	Telephone Attendance with Richard Tardif		0.10	
	Telephone Attendance with Richard Tardif		0.20	
	Telephone Attendance with Stephen Acker		0.10	
AUG 20/96 IK	Telephone Attendance with Stephen Acker		0.10	
	Telephone Attendance with Stephen Acker		0.10	
	Telephone Attendance with Martine		0.10	
	Telephone Attendance with martine		0.10	
	Telephone Attendance with martine re: decision		0.30	
	Telephone Attendance with Martine, Brent and press		0.50	
	CP press interview		0.30	

CONTINUED ...

2549
Assoc of Francophone Parents

DATE: SEP 20/96
PAGE: 2 CONT

DATE	INIT DESCRIPTION OF SERVICE	HOURS
AUG 21/96 GIG	Telephone Attendance with Harvey:	
	Telephone attendance with Francoise	0.70
AUG 26/96 PI	Prepare Bill of Costs	3.50
AUG 27/96 PI	Telephone Attendance with Rick Killough	0.10

(10.6 hrs @ \$150.00/hr = \$1,590.00
(5.0 hrs @ \$225.00/hr = \$1,125.00)

OUR FEE \$2,715.00

OTHER CHARGES - GST TAXABLE

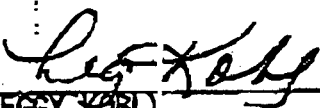
Other Charges - Facsimile Received	33.60
Other Charges - Photocopies	127.00
Other Charges - Facsimile	10.00
Total Taxable Other Charges	170.60

TAXABLE (GST) DISBURSEMENTS

Rileys Reproduction	1,394.27
Federal Express	195.26
Postage	3.95
Long Distance Telephone Charges	33.16
Total taxable disbursements	1,626.64

G.S.T. on disbursements	113.86
G.S.T. on other charges	11.94
G.S.T. on fees	190.05
Total G.S.T.	315.85

TOTAL OWING \$4,828.09


PEGGY KOBL
/sma

NET 30 DAYS. INTEREST IS ACCRUED AT 18% PER ANNUM ON
OVERDUE ACCOUNTS

Ref: C:\WORK\2549\ACCT.SE
September 20, 1996

09-20-96 09:01AM FROM G. BRENT GAWNE & ASSOC TO 16047361259

P005/005

2549
Assoc of Francophone Parents

DATE: JUN 28/96
PAGE: 2 CONT

31-7-96
SM.

G.S.T. on disbursements 655.88
G.S.T. on other charges 8.08

Total G.S.T.

663.96

TOTAL OWING

\$10,149.07

G. BRENT GAWNE
/sma

E&OE

NET 30 DAYS. INTEREST IS ACCRUED AT 18% PER ANNUM ON
OVERDUE ACCOUNTS

Ref: C:\WORK\2549\ JUL.DIS
September 20, 1996

G. Brent Gawne & Associates

G. Brent Gawne
(also of the B.C. Bar)
Peggy Kobly
Janet E. Morck (Solicitor at Law)

2300, Centennial Building
10015 - 103 Avenue
Edmonton, Alberta T5J 0H1

Barristers & Solicitors

Telephone: (403) 421-1132
Facsimile: (403) 429-1440

Our File: 2549 G83

Your File:

July 17th, 1996

Association des parent francophones
de la Colombie-Britannique
#223, 1555 - 7th Avenue West
Vancouver, B.C. V6J 1S1

ATTENTION: Martine Galibois-Barry

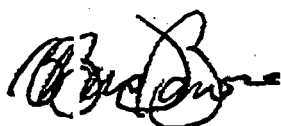
Dear Madam:

RE: Disbursement Account - June, 1996

Enclosed please find our Statement of Account dated June 28th, 1996 for disbursements incurred in relation to this file.

Thank you for your cooperation.

Yours truly,



G. BRENT GAWNE
/sma
Enclosures

Ref: CAW/IRK/2549A CLIENT/JL2
July 17, 1996

au 29/06/96

G. BRENT GAWNE & ASSOCIATES
BARRISTERS & SOLICITORS
#2300, 10015 - 103 AVENUE
EDMONTON, ALBERTA
T5J 0H1

#5

Association des parents francophone
de la Colombie-Britannique
233, 555, 7th Avenue West
Vancouver, B.C. V6J 1S1

REF: 2549

JUN 28/96

RE: Section 23

G.S.T. REG. NO: 101966448
TAXABLE-----
OTHER CHARGES - GST TAXABLE

Other Charges - Photocopies	593.60
Other Charges - Facsimile	230.00
Other Charges - Facsimile Received	43.40
Total Taxable Other Charges	867.00

TAXABLE (GST) DISBURSEMENTS

Postage	2.75
Long Distance Telephone Charges	945.94
Federal Express	77.66
Courier	4.00
Rileys Reproduction	1,470.29
Douglas Symes & Brissenden	5,029.81
Library - Photocopies (Research)	186.96
Purolator	9.95
Crown Publication (Research - School Manual)	170.85
Total taxable disbursements	7,898.21

G.S.T. on disbursements	552.87
G.S.T. on other charges	60.69
Total G.S.T.	613.56

TOTAL OWING	\$9,378.77
--------------------	-------------------


G. BRENT GAWNE
/sma
E&OE
NET 30 DAYS, INTEREST IS ACCRUED AT 18% PER ANNUM ON
OVERDUE ACCOUNTS

SEP-24-96 11:11 FROM: CANADIAN HERITAGE

Document divulgué e
ID: 604 666 3508

PAGE 9/16

INVOICE

REY'S
REPRODUCTION
& PRINTING LTD.

10180 - 108TH STREET
EDMONTON, ALBERTA T5J 1L3

MAIN BRANCH: 423-4891
SOUTH BRANCH: 438-2773
WEST BRANCH: 484-3137

INVOICE NUMBER ► 53 136301
EDMONTON / CALGARY
R104534300

RECEIVED BY SP	TIME RECEIVED 1:00	PROMISED	REQUESTED \$5.00	DUE OUT	WILL CALL <input type="checkbox"/>	WAIT <input type="checkbox"/>	WAIT DELIVERY <input type="checkbox"/>	CUSTOMER RD. NO.	JOB NO.	REQ. NO.
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CHARGE ☒
C.O.D. ☐
CASH ☐

**CUSTOMER
NUMBER**

6 BRENT BAUME & ASSOCIATES
300, 10015-103 AVE.
DORRINGTON, AL. 35101

1521580

28 6 95

DATE DAY MONTH YEAR

SUBJECTS

SHIPPING INSTRUCTIONS

- | | |
|--------------------------------------|-----------------------------------|
| <input type="checkbox"/> MAIL | <input type="checkbox"/> COLLECT |
| <input type="checkbox"/> BUS | <input type="checkbox"/> PRE-PAID |
| <input type="checkbox"/> CARRIER | |
| <input type="checkbox"/> AIR EXPRESS | |
| <input type="checkbox"/> CALGARY BAG | |

PLEASE QUOTE CUSTOMER NUMBER ON PAYMENT

PERMIT AUTHORIZATION NO.

PRINTS TO:		NO. OF ORGS.		NO. OF PRINTS OF EACH		DESCRIPTION		TOTAL PRINTS	SQ. FT.	TOTAL SQ. FT.	UNIT PRICE	AMOUNT	COD
Shelley						BLUE BLACK	REFOLD	54 PLE					01
421-1132													01
ORIGINALS TO:													01
SPECIAL INSTRUCTIONS						SEPA	CRASABLE	REV. FACE UP					01
<input type="checkbox"/> READ ATTACHED	<input type="checkbox"/> REDUCE TO	<input type="checkbox"/> ENLARGE TO	<input type="checkbox"/> SAME SIZE			003 MYL	SEPA BLACK	FACE UP					01
						FILM NEG.	LINE PAN	HALFTONE					02
						FILM POS.	CLEAR MATTE	FACE UP					02
						WASH OFF FILM	REV. FACE UP						02
						PMT	PAPER CL. STICKY	K'S					02
						OPTI	LINE CTONE	A3C					02
						29	DOC	SS 8 1/2 x 14 20" WMT					02
						19	DOC	SS 11 x 17 20" WMT					02
						19	DOC	S/S 8 1/2 x 11 20" WMT					02
						212	DOC	D/S 8 1/2 x 11 20" WMT					2
						19	DOC	S/S 8 1/2 x 11 20" GRAY				221 66	2
						18	DOC	DEVELOPS					1
SEQ.	DEPT.	DUE DATE	OUT	O.C.		9	DOC	FLANK 20" GRAY					18
	DISPRINT FRAME					18	DOC	ACCENT					1
	FILM												20
	ELECTRONIC IMAGING												1
	OFFSET	9.14.3	11 00										14
	DOCTECH												02
	5000												5
	5000												
	COLOUR COPIER												
	COPPER												
	QUANTITY	9.14.3	1.00	<input type="checkbox"/> ROLL	<input type="checkbox"/> ENVELOPE	<input type="checkbox"/> BOX	<input type="checkbox"/> OTHER	LABOUR				312 06	
	ART BARCODE							QUOTED PRICE					
BILLED BY	DATE	TIME	DELIVERED BY	DATE	QUIT TIME	TIME SET	DELIVERY						
INVOICE NUMBER		QUALITY CHECK		TERMS: NET 30 DAYS SERVICE CHARGE OF 2% PER MONTH ON OVERDUE ACCOUNTS.		GST		TOTAL AMOUNT		333.90			
53 136301		BY DATE TIME		X		CUSTOMER SIGNATURE							

SEP-24-96 11:11 FROM: CANADIAN HERITAGE

Document divulgué
ID: 604 666 3508

PAGE 10/16



10180 - 108TH STREET
EDMONTON, ALBERTA T5J 1L3

INVOICE

MAIN BRANCH 423-4891
SOUTH BRANCH: 438-2773
WEST BRANCH: 484-9137

INVOICE **NUMBER** **53 136285**
EDMONTON / CALGARY
R104534300

RECEIVED BY <i>SP</i>	DATE RECEIVED <i>11-45</i>	PROMISED	REQUESTED <i>3RD</i>	DUE OUT	WALK CALL <input type="checkbox"/>	WALK <input type="checkbox"/>	WALK DELIVERY <input type="checkbox"/>	CUSTOMER P.O. NO.	JOB NO.	FEET NO.
--------------------------	-------------------------------	----------	-------------------------	---------	---------------------------------------	----------------------------------	---	-------------------	---------	----------

CHARGE ☒

CO.

CASH ☐

**CUSTOMER
NUMBER**

6 BRENT GAMBE & ASSOCIATES
2300, 10015-103 AVE.
EDMONTON, AB. T5J 0H1

1521580

421-1122

SUBJECT: 1996

44-6150

SHIPPING INSTRUCTIONS

<input type="checkbox"/> MAIL	<input type="checkbox"/> COLLECT
<input type="checkbox"/> BUS	<input type="checkbox"/> PRE-PAID
<input type="checkbox"/> CARRIER	
<input type="checkbox"/> AIR EXPRESS	
<input type="checkbox"/> CAGARY BAG	

PLEASE QUOTE CUSTOMER NUMBER ON PAYMENT

CREDIT AUTHORIZATION NO.

[illegible]

G. Brent Gawne & Associates
2300 - 10015 103 Avenue
Edmonton, Alberta
T5J 0M1

Bill No. 658007
File No. 19769.101
Page 1
May 17, 1996
GST No. R116830266

ATTENTION: G. BRENT GAWNE

IN ACCOUNT WITH
DOUGLAS, SYMES & BRISENDEN
BARRISTERS AND SOLICITORS
2100 ONE BENTALL CENTRE
505 BURNARD STREET
VANCOUVER, B.C. CANADA V7X 1R4

Re: L'Association des Parents Francophones de
La Colombie-Britannique et al. v. Her Majesty the
Queen in Right of the Province of B.C. et al

TO ALL PROFESSIONAL SERVICES RENDERED in connection with
this matter for the period ending May 14, 1996:

- 01/02/96 Copy of letter from Brent Gawne with
Groberman's Notice of Change of address;
- 01/22/96 Bring file forward for review; letter to Brent
Gawne regarding Rule 18A application
scheduling;
- 01/24/96 Letter from Peggy Kobly; draft Praecipe
regarding adjournment and attend to filing;
- 03/15/96 Telephone call to Registry regarding Rule 18A
dates;
- 03/18/96 Telephone call to Brent Gawne regarding
application dates;
- 03/19/96 Letter to Brent Gawne regarding Rule 18A
dates;
- 03/28/96 Various telephone calls to and from Brent
Gawne and Registry regarding Rule 18A dates;

- 2 -

- 04/03/96 Bring file forward for review; telephone call to Registry to schedule date for 18A; letter to Brent Gawne and counsel to report;
- 04/09/96 Telephone call from and to Brent Gawne regarding Rule 18A dates;
- 04/10/96 Telephone call from Brent Gawne regarding Rule 18A dates and steps to ready application for hearing; letter to Brent Gawne to confirm instructions;
- 04/15/96 Telephone call from and to Louie Briere;
- 04/30/96 Reviewing Affidavits of Ward-Fogarty and Scieller; reviewing Further Further Amended Statement of Claim and letter from Brent Gawne regarding various preparation steps for Rule 18A; notes to file;
- 05/01/96 Further review of Affidavits; letter from Brent Gawne regarding various preparation steps for Rule 18A, Amended Statement of Claim; notes to file; lengthy telephone call to Brent Gawne and Peggy Kobly to discuss; notes to file;
- 05/02/96 Receive and review Barss Affidavit; notes to file; telephone call to Brent Gawne and Peggy Kobly to provide observations;
- 05/03/96 Receive and review finalized Barss Affidavit; letter from Brent Gawne and other materials for Rule 18A application; telephone call to Brent Gawne and telephone call to Ms. Barss to arrange meeting;
- 05/03/96 Telephone call from Ms. Barss to arrange meeting and meeting with Ms. Barss to review and take Affidavit;

- 3 -

- 05/06/96 Telephone call to Brent Gawne and telephone call to Ms. Barss regarding Briere Affidavit; telephone call from Peggy Kobly regarding Briere Affidavit; research regarding service on Intervenor; draft Consent Order regarding Statement of Claim and removal of Woods as party; letter to Groberman regarding various; organize and begin preparation of Chambers Brief;
- 05/08/96 Receive and review Landry Affidavit; letter to Brent Gawne; further efforts regarding filing application materials;
- 05/08/96 Letter to Gawne, Groberman, Skolrood, Van Ipren, Acker, Barss and Pigeon with Pleadings Brief;
- 05/13/96 Telephone call to Trial Scheduling regarding pre-trial options; telephone call to Peggy Kobly to report and learn of adjournment prospect;
- 05/13/96 Letter to Peggy Kobly with recommended form for Chambers Brief;
- 05/13/96 Telephone call from and to Brent Gawne regarding letter to Registry and strategy on adjournment application; conference with Gordon Turriff;
- 05/13/96 Further telephone call to G. Brent Gawne; receive and review draft letter to Trial Scheduling; discuss with Brent Gawne; redraft letter to Trial Scheduling;
- 05/13/96 Advise R.B. Killough about appropriate circumstances in which to schedule a pre-trial conference before the Chief Justice;
- 05/14/96 Reviewing and revising draft letter to Trial Scheduling regarding pre-trial before Chief Justice Esson;

- 4 -

05/14/96 Telephone call from and to Yseult Friolet
regarding meeting to take Affidavit; telephone
call to Ms. Barss regarding various;

OUR FEE:	\$2,945.00
GST - FEES (7%):	206.15
SST - FEES (7%):	206.15

DISBURSEMENTS:

CCNS Corporate Services Ltd.	60.00
TOTAL Agency Disbursements	<u>60.00</u>

Photocopies	1,643.40
Courier charges	45.59
Fax charges	32.00
Long distance telephone charges	72.14
Postage charges	3.03
CCNS Corporate Services Ltd.	22.50
TOTAL Taxable Disbursements	<u>1,818.66</u>

GST - Taxable Disbursements (7%):	<u>127.31</u>
-----------------------------------	---------------

TOTAL FEES AND DISBURSEMENTS (GST & SST included)	<u>55,363.27</u>
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DOUGLAS, SYMES & BRISSENDEN

Per: 

Richard B. Killough

REK:cm

GST SUMMARY:

TOTAL GST ON THIS ACCOUNT: \$ 333.46 *

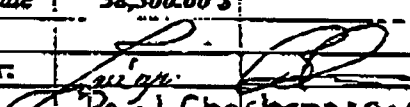
GST No. R116830266

5363.27

- 333.46 *

5029.81

TERMS: All accounts are due and payable upon receipt. An account not fully paid within 30 days of its date is subject to an interest charge of 12% per annum from the date on the account.

Association des parents francophones de la Colombie-Britannique			Dossier #9502-L-0061		
	Montant budgétaire	Payé à date	Montant demandé le 3 octobre 1995	Montant admissible	
HONORAIRES					
<u>Recherches et consultations (max. 100\$/h)</u>					
(R) Recherche juridique	20,000.00 \$	14,180.00 \$	8,740.00 \$	5,820.00 \$	
(C) Consultations					
<u>Rédaction juridique, comparutions (max. 150\$/h)</u>					
(D) Rédaction	25,000.00 \$	23,880.04 \$	2,255.00 \$	1,119.96 \$	
(A) Plaidoiries	7,500.00 \$				
(CO) Avocat(e) adjoint(e)	7,500.00 \$				
(OL) Autre travail juridique					
<u>Sous-total des honoraires</u>	<u>60,000.00 \$</u>	<u>38,060.04 \$</u>	<u>10,975.00 \$</u>	<u>6,939.96 \$</u>	
FRAIS ADMINISTRATIFS (max. 50\$/h)					
(CP) Communication avec le Programme	500.00 \$				
(CC) Communication avec client(e)	500.00 \$		450.00 \$	450.00 \$	
(PA) Préparation de comptes	500.00 \$		1,000.00 \$	500.00 \$	
(TT) Temps de voyage			850.00 \$		
(CD) Coordination			250.00 \$		
<u>Sous-total des frais administratifs</u>	<u>1,500.00 \$</u>	<u>0.00 \$</u>	<u>2,550.00 \$</u>	<u>950.00 \$</u>	
DÉBOURS					
(DS) Débours prévus par la loi	500.00 \$	500.00 \$			
(W) Frais des témoins	1,500.00 \$				
(CR) Coûts de transcriptions	2,000.00 \$				
(T) Dépenses de voyage			3,447.00 \$		
(CM) Communications	1,500.00 \$	372.08 \$	434.29 \$	434.29 \$	
(OT) Honoraire d'agence ext.	2,343.46 \$				
(PP) Imprimerie-photocopies	750.00 \$		426.65 \$		
(AC) Coûts associés			59.33 \$		
(O) Autre					
<u>Sous-total des débours</u>	<u>8,593.46 \$</u>	<u>872.08 \$</u>	<u>4,367.27 \$</u>	<u>434.29 \$</u>	
TAXES					
TPS - Honoraires	4,200.00 \$	2,664.20 \$	768.25 \$	485.80 \$	
TPS - Frais administratifs	105.00 \$	0.00 \$	178.50 \$	66.50 \$	
TPS - Débours	601.54 \$	61.05 \$	305.70 \$	30.40 \$	
Autres					
<u>Sous-total des taxes</u>	<u>4,906.54 \$</u>	<u>2,725.25 \$</u>	<u>1,252.45 \$</u>	<u>582.70 \$</u>	
TOTAL	75,000.00 \$	41,657.37 \$	19,144.72 \$	8,906.95 \$	
<u>Retenu (75,000.00 \$ x 25% = 18,750.00)</u>		<u>-3,157.37 \$</u>		<u>3,157.37 \$</u>	
	Total payé à date	38,500.00 \$		12,064.32 \$	
Approuvé par: 					
Autorisé par: Paul Charbonneau					
Date payé: le 11 décembre 1995					
Montant payé: 12,064.32 \$					
Numéro de chèque: 579					

RECEIVED 1995 DEC 15



PROGRAMME DE CONTESTATION JUDICIAIRE
DU CANADA
COURT CHALLENGES PROGRAM
OF CANADA

December 11, 1995

Our File #9502-L-0061

Marc Gignac
Association des parents francophones de la Colombie-Britannique
1555, 7^e Avenue Ouest, bureau 223
Vancouver, Colombie-Britannique
V6J 1S1

Dear Mr. Gignac: *Marc*

Further to your letter of November 26, 1995, enclosed please find a financial reconciliation of your request for payment on the above noted application.

A cheque (number 579) will be forwarded, in trust, to Mr. G. Brent Gawne in amount of \$12,064.32. The statement of account submitted was adjusted to conform with your approved budget and the Program's maximum hourly rates (legal research and consultation - \$100.00/hour; legal drafting and court appearances - \$150.00/hour; and, administrative fees - \$50.00/hour).

Please note that there is a \$5,685.68 that may be paid on your application before going to court. The hold back of \$18,750.00 may be released once the case has gone to court.

If you have any questions or concerns, please do not hesitate to contact me or Marc Tremblay, legal analyst.

Yours truly,

François Boileau
François Boileau
Executive Director

cc G. Brent Gawne
Barrister & Solicitor



Government of Canada - Gouvernement du Canada
Canadian Heritage - Patrimoine canadien

MEMORANDUM
NOTE DE SERVICE

8140-6-96

TO : Hilaire Lemoine
À : Directeur général
DGPALO
HULL

OUR FILE :
N/RÉF:

FROM : Bob Robertson
DE : Directeur, District du Lower Mainland
Région du Pacifique et du Yukon

DATE : le 5 septembre 1996

SUBJECT

OBJET Cause juridique - gestion scolaire en Colombie-Britannique

Bonjour Hilaire,

Voici de nouveaux documents que nous a remis l'Association des parents francophones de la Colombie-Britannique lors de la rencontre au bureau régional le 4 septembre 1996.

1. facture datée du 31 juillet 1996 58,904.84 \$
2. facture datée du 28 juin 1996 10

Serait-il possible d'avoir une indication de l'état du dossier et des progrès accomplis. N'hésitez pas à me contacter pour tout autre renseignement.

Merci à l'avance pour votre collaboration.

Bob Robertson

GM/BR/nl

c:\wpdoc\offilang\hilair09.mem

p.j.

Aug 11 juillet 1996

G. BRENT GAWNE & ASSOCIATES
BARRISTERS & SOLICITORS
#2300, 10015 - 103 AVENUE
EDMONTON, ALBERTA
T5J 0H1

#6

Association des parents francophone
de la Colombie-Britannique
233, 1555, 7th Avenue West
Vancouver, B.C. V6J 1S1

REF: 2549

JULY 31/96

RE: Section 23

G.S.T. REG. NO: 101966448
TAXABLE

DATE	DESCRIPTION OF SERVICE	LAWYER	HOURS	COURT CHALLENGES	ITEM
MAY 23/96	Meeting with Brent Gawne; Meeting with Richard & Ron Skolrood; Telephone attendance with Harvey Groberman (4 times); Travel	PK	6.00	19	C
	Letter from Harvey Groberman re: timelines; Meeting with Peggy Kobly; Meeting with Richard Tardif & Rod Skolrood; Telephone attendance with Harvey Groberman (4 times); Travel to Edmonton	GBG	6.00	19	C
MAY 24/96	Letter from Harvey Groberman	PK	0.10	19	C
	Telephone Attendance with Harvey Groberman re: Nanaimo trial location; Review of file	GBG	2.00	19	C
MAY 27/96	Facts preparation; Account preparation; Finalize Brief; Telephone attendance with Stephen & Richard	PK	5.00	20	D
	Letter from Ron Skolrood	GBG	0.20	20	C
	Letter from Harvey Groberman; Telephone attendance with Martine; Research re: Justice Vickers; Conference call with Stephen, Richard & Peggy Kobly; Letter from Rick Killough	GBG	4.20	20	C
MAY 28/96	Account preparation	PK	3.00	21	PA
	Letter from Mr. Van Iperen; Telephone attendance with Helen	GBG	0.50	20	C
MAY 29/96	Memo from Stephen Acker re: Lepage Article; Copy of letter to Ron Skolrood from Rick Killough enclosing filed Pleadings	GBG	0.30	20	C

CONTINUED ...

2549

Assoc of Francophone Parents

DATE: JULY 31/96

PAGE: 2

CON'T

DATE	DESCRIPTION OF SERVICE	LAWYER	HOURS	COURT CHALLENGES	ITEM
MAY 30/96	Finalize Brief; Telephone attendance with Marc & Martine; Amend Notice of Motion	PK	5.50	20	D
	Telephone Attendance with client	GBG	0.20	20	CC
	Research	GBG	1.50	20	R
MAY 31/96	Prepare Facts	PK	5.00	20	D
JUN 03/96	Letter from Rick Killough enclosing Brief	GBG	0.20	20	C
	Letter from Rick Killough enclosing copy of letter from Van Iperen	GBG	0.20	20	C
JUN 04/96	Telephone Attendance with Rick Killough;	GBG	0.50	20	CC
	Telephone attendance with Martine	GBG	0.50	20	C
	Finalize Statement of Facts	PK	8.00	20	D
JUN 05/96	Telephone Attendance with Martine;	GBG	1.00	20	CC
	Telephone attendance with Harvey Groberman	GBG	0.50	20	C
	Telephone Attendance with Harvey Groberman	PK	0.10	20	C
	Telephone Attendance with Martine	GBG	0.10	20	CC
JUN 06/96	Letter from Rick Killough enclosing evidence brief; Telephone attendance with Martine	GBG	1.80	20	CC
	Telephone Attendance with client	PK	0.30	20	CC
JUN 07/96	Letter from Harvey Groberman enclosing Brief	GBG	1.50	20	OL
	Telephone Attendance with Martine; Review Groberman's Brief	PK	1.50	20	OL
JUN 10/96	Telephone Attendance with Martine	GBG	1.00	22	CC
	Review intervenor's brief	PK	0.20	22	OL
JUN 11/96	Fax from Van Iperen enclosing Brief; Letter from H. Groberman enclosing Amended Statement of Defence	GBG	2.00	22	C
	Meeting with Brent re: AG's Brief	PK	0.50	22	OL
JUN 12/96	Conference call with Stephen, Richard & Peggy	GBG	0.50	22	C
	Letter from Rick Killough re: amended Statement of Defence	GBG	0.20	20	C
	Telephone Attendance with Martine; Conference call with Stephen & Richard to review commissioner's brief; Fax to Martine; Telephone attendance with Richard; Telephone attendance with Martine & Marc	PK	1.50	22	C
	Conference call with Martine & Marc	GBG	0.80	22	CC

CONTINUED ...

2549

Assoc of Francophone Parents

DATE: JULY 31/96

PAGE: 3

CON'T

DATE	DESCRIPTION OF SERVICE	LAWYER	HOURS	COURT CHALLENGES	ITEM
JUN 13/96	Telephone Attendance with Helen	GBG	0.20	22	CC
	Telephone Attendance with Marc; Letter to Harvey re: Notice to Admit	PK	3.50	22	C
	Telephone Attendance with Marc; Draft response review letter to PMO; Telephone attendance with Stephen & Richard	PK	1.50	22	C
JUN 14/96	Review file; Meeting with Peggy (6:00 - 7:00 a.m.); Telephone attendance with Richard Tardif (7:00 - 7:30); Telephone attendance with Martine & Marc (7:30 - 9:00); Telephone attendance with Martine, Marc, Stephen, Richard & Michel Therrien (8:00 - 9:30); Telephone attendance with all of the above and Michel Franceour and John Scratch (9:30 - 10:45); Conference call with Stephen, Richard, Martine, Marc & Denis	GBG	6.00	22	OL
JUN 14/96	Meeting with Brent; Conference call with Richard; Conference call with Martine & Marc; Conference call with Martine, March, Richard, Stephen Michel Therrien; Conference call with all of the above and Michel Fanceour & John Scratch; Conference call with Martine, Marc Richard, Stephen; Letter to John Scratch	PK	6.50	22	OL
	Telephone Attendance with Harvey Groberman	PK	0.10	20	OL
JUN 17/96	Telephone Attendance with Martine	GBG	0.50	22	CC
	Letter to Harvey Groberman re: Notice to Admit	PK	0.50	20	C
JUN 18/96	Telephone Attendance with Franceour	PK	0.20	22	C
JUN 19/96	Telephone Attendance with Harvey Groberman	GBG	0.30	20	C
	Meeting with Martine; Telephone attendance with Richard Tardif; Telephone attendance with Michel Franceour;	GBG	1.80	22	C

CONTINUED ...

2549
Assoc of Francophone Parents

DATE: JULY 31/96
PAGE: 4 CON'T

DATE	DESCRIPTION OF SERVICE	LAWYER	HOURS	COURT CHALLENGES	ITEM
JUN 20/96	Changes to Agreed Statement of Facts	PK	2.00	20	D
	Preparation for trial	GBG	3.50	20	OL
	Telephone Attendance with Martine;				
	Research	PK	1.50	20	R
	Letter from Harvey Groberman	PK	0.50	20	R
JUN 21/96	Meeting with Brent Gawne to review				
	Defendants Brief to prepare for reply;				
	Preparing Authorities/Statutory materials;				
	Amendments to Agreed Statement of Facts	PK	10.00	20	D
	Research	GBG	2.50	20	R
JUN 24/96	Telephone Attendance with Harvey				
	Groberman	GBG	0.30	20	C
	Telephone Attendance with Harvey				
	Groberman	GBG	0.20	20	C
JUN 25/96	Conference call with Martine & Marc	GBG	1.00	20	CC
	Letter from Rick Killough re: Intervenor's				
	brief		0.20	22	C
	Telephone Attendance with Richard;				
	Telephone attendance with Vincent Pigeon		3.50	20	C
JUN 26/96	Telephone Attendance with Law Teach;	GBG	0.10	20	CC
	Telephone attendance with Martine; Letter				
	to Harvey Groberman re: examine on				
	Affidavit	GBG	2.10	20	R
	Letter to Rick Killough re: his attendance				
	at the trial	GBG	0.30	20	C
	Letter from Rick Killough; Letter from				
	Harvey Groberman	GBG	0.40	20	C
	Telephone Attendance with Martine;	PK	0.10	20	CC
	Prepare Reply Brief	PK	2.90	20	D
JUN 27/96	Reply Brief	PK	3.00	20	D
JUN 28/96	Prepare Reply Brief	PK	7.00	20	D
JUN 29/96	Preparation of accounts	PK	0.50	20	PA
JUN 30/96	Prepare Reply Brief	PK	6.50	20	D
JUL 02/96	Telephone Attendance with Harvey	GBG	0.50	20	C
	Proof Brief	JEM	0.50	20	D
	Prep Reply Brief	PK	7.50	20	D
	Prepare Reply Brief	PK	6.00	20	D

CONTINUED ...

2549
Assoc of Francophone Parents

DATE: JULY 31/96
PAGE: 5 CON'T

DATE	DESCRIPTION OF SERVICE	LAWYER	HOURS	COURT CHALLENGES	ITEM
JUL 03/96	Telephone Attendance with Martine. Conference call with Edgar Gallant; Fax to Martine & Edgar Gallant re: Government Consent Judgment; Telephone attendance with Serge Corbiel	GBG JEM	7.50 1.00	22 20	C R
	Prepare Reply Brief; Conference call with Martine & Edgar Gallant; Prepare response to Consent Offer	PK PK	8.50 0.50	20 20	D C
JUL 04/96	Letter to Harvey Groberman, Richard, Stephen, Hans & Franceour, Justice Vickers enclosing material, Letter to Harvey Groberman service of S. Defence	GBG JEM	3.60 4.50	20 20	OL R
	Finalize Reply Brief; Telephone attendance with Martine	PK PK	7.50 0.50	20 20	D C
JUL 05/96	Prepare for Trial	GBG	5.50	20	OL
	Writing evidence brief	JEM	5.00	20	D
	Prepare/organize materials	PK	1.50	20	OL
JUL 05/96	Review Janet's research	PK	0.50	20	OL
JUL 06/96	Travel to Nanaimo	PK	2.50	20	TT
	Meeting with Brent to prepare for oral argument	PK	3.00	20	OL
JUL 06/96	Travel to Nanaimo	GBG	2.50	20	TT
	Meeting with Brent to prepare for oral argument	GBG	3.00	20	OL
JUL 07/96	Meeting with Brent; Prepare oral argument; Draft Martine's supplementary Affidavit	PK PK	5.00 5.00	20 20	D OL
JUL 07/96	Meeting with Brent; Prepare oral argument; Draft Martine's supplementary Affidavit	GBG GBG	5.00 5.00	20 20	D OL
JUL 08/96	Meeting with Brent Gawne	PK	4.00	20	OL
	Appearance in Court	PK	4.75	20	A
	Meeting with Brent Gawne & Stephen Acker	PK	1.00	20	C
JUL 08/96	Meeting with Peggy Kobly	GBG	4.00	20	C
	Appearance in Court	GBG	4.75	20	A
	Meeting with Peggy Kobly & Stephen Acker	GBG	1.00	20	C

CONTINUED ...

2549
Assoc of Francophone Parents

DATE: JULY 31/96
PAGE: 6 CON'T

DATE	DESCRIPTION OF SERVICE	LAWYER	HOURS	COURT CHALLENGES	ITEM
JUL 09/96	Meeting with Brent	PK	2.50	20	C
	Appearance in Court	PK	4.75	20	A
	Meeting with Stephen Acker & Richard Tardif	PK	6.00	20	C
JUL 09/96	Meeting with Peggy	GBG	2.50	20	C
	Appearance in Court	GBG	4.75	20	A
	Meeting with Stephen Acker & Richard Tardif	GBG	6.00	20	C
JUL 10/96	Meeting with Brent (a.m.)	PK	4.00	20	C
	Appearance in Court	PK	4.75	20	A
	Meeting through lunch	PK	1.00	20	OL
	Meeting with Brent Gawne	PK	1.50	20	OL
JUL 10/96	Meeting with Peggy (a.m.)	GBG	4.00	20	OL
	Appearance in Court	GBG	4.75	20	A
	Meeting through lunch	GBG	1.00	20	OL
	Meeting with Peggy Kobly	GBG	1.50	20	OL
JUL 11/96	Meeting with Brent Gawne	PK	4.00	20	OL
	Appearance in Court	PK	2.00	20	A
	Travel time to Edmonton	PK	2.50	20	TT
JUL 11/96	Meeting with Peggy Kobly	GBG	4.00	20	OL
	Appearance in Court	GBG	2.00	20	A
	Travel time to Edmonton	GBG	2.50	20	TT

11.0 hrs @ \$100/00/hr \$1,100.00
173.75 hrs @ \$150.00/hr 26,062.50
123.95 hrs @ \$225.00/hr 27,888.75

TOTAL IN WIP \$55,051.25

OUR FEE \$55,051.25

Total G.S.T. 3,853.59

TOTAL OWING \$58,904.84

G. BRENT GAWNE
/sma
E&OE

NET 30 DAYS, INTEREST IS ACCRUED AT 18% PER ANNUM ON
OVERDUE ACCOUNTS

P002/002

G. BRENT GAWNE & ASSOCIATES
 BARRISTERS & SOLICITORS
 #2300, 10015 - 103 AVENUE
 EDMONTON, ALBERTA
 T5J 0H1

Association des parents francophone
 de la Colombie-Britannique
 233, 1555, 7th Avenue West
 Vancouver, B.C. V6J 1S1

REF: 2549

JUL 31/96

RE Section 23

G.S.T. REG. NO: 101966448
 TAXABLE

 OTHER CHARGES - GST TAXABLE

Other Charges - Facsimile	100.00
Other Charges - Photocopies	3.20
Other Charges - Facsimile Received	12.25

Total Taxable Other Charges	115.45

 TAXABLE (G.T) DISBURSEMENTS

Postage	5.85
Long Distance Telephone Charges	202.72
Federal Express	33.75
Wedgewood	122.89
Wedgewood	319.84
Hertz Rent A Car	665.47
Wedgewood	475.34
Douglas Symes	4,359.64
Canadian Airlines (July trip)	813.00
Canadian Airlines (July trip)	813.00
Shell (fuel)	25.00
BC Ferries	78.00
Long Lake Inn	1,101.59
Parking	26.00
Rileys Reproduction	367.57

Total taxable disbursements	9,369.66

CONTINUED ...

G. BRENT GAWNE & ASSOCIATES
BARRISTERS & SOLICITORS
#2300, 10015 - 103 AVENUE
EDMONTON, ALBERTA
T5J 0H1

Association des parents francophone
de la Colombie-Britannique
233, 1555, 7th Avenue West
Vancouver, B.C. V6J 1S1

REF: 2549

JUN 28/96

RE: Section 23

G.S.T. REG. NO: 101966448
TAXABLE

OTHER CHARGES - GST TAXABLE

Other Charges - Facsimile	100.00
Other Charges - Photocopies	3.20
Other Charges - Facsimile Received	12.25

Total Taxable Other Charges	115.45

TAXABLE (GST) DISBURSEMENTS

Postage	5.85
Long Distance Telephone Charges	202.72
Federal Express	33.75
Wedgewood	122.89
Wedgewood	319.84
Hertz Rent A Car	665.47
Wedgewood	475.34
Douglas Symes	4,359.64
Canadian Airlines (July trip)	813.00
Canadian Airlines (July trip)	813.00
Shell (fuel)	25.00
BC Ferries	28.00
Long Lake Inn	1,101.59
Parking	26.00
Rileys Reproduction	367.57

Total taxable disbursements	9,369.66

CONTINUED ...

2549
Assoc of Francophone Parents

DATE: JUL 31/96
PAGE: 2 CON'T

G.S.T. on disbursements 655.88
G.S.T. on other charges 8.08

Total G.S.T. 663.96

TOTAL OWING \$10,149.07

G. BRENT GAWNE
/sma

E&OE

NET 30 DAYS, INTEREST IS ACCRUED AT 18% PER ANNUM ON
OVERDUE ACCOUNTS

Ref:C:\WORK\2549\ JUL.DIS
August 27, 1996

① Marc Jakane

② Michèle
m'en parler

96.09.04

Hilane, Waller

cette cause se comprend
c'est que tous les 8/96
frais devraient
être soumis

Voici une note de T. Le
re. les coûts de la cause
parents au C.B. ^{certification}
judiciaire.

P.S.
M^{me} Reginald
S.P.

JB.

1001951

Hilaire va rencontrer
à Paul Charbonneau
et m'en informer du suivi.

N432

001952

Department of Justice
CanadaMinistère de la Justice
Canada**FACSIMILE TRANSMISSION**
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Name / Nom: <i>Yvette St.-Onge</i> Organization / Organisme: <i>langues officielles</i>		Name / Nom: Thérèse Laberge Services juridiques Patrimoine canadien	
Address / Adresse:		Address / Adresse: Terrasses de la Chaudière 15, rue Eddy, 13e étage, 13D6 Hull (Quebec) K1A 0M5	
Fax # / No du télécopieur <i>953-9353</i>		Fax # / No du télécopieur: (819) 997-2801	Tel. No. / No du Tél: (819) 997-2151

Comments / Commentaires:

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Department of Justice
Canada
Canadian HeritageMinistère de la Justice
Canada
Patrimoine Canadien

MEMORANDUM/NOTE DE SERVICE

Security Classification -- Cote de sécurité
Protégé: secret professionnel de l'avocat
File number -- Numéro de dossier
PCH
Date
le 23 août 1996
Telephone/FAX -- Téléphone/Télécopieur
997-2151/997-2801

TO/DEST.: Michèle Blais-Chauvin, Langues officielles

FROM/ORIG.: Avocate, Services juridiques, Patrimoine canadien

SUBJECT/OBJET: *Gestion scolaire en Colombie-Britannique - Paiement d'honoraires par le ministère*

Comments/Remarques

A votre demande, j'ai révisé les honoraires cumulatifs demandés par l'étude G. Brent Gawne et Associés relativement à leurs services rendus dans l'affaire ci-dessus mentionnée. J'ai également pris connaissance de la note de Roger Farley quant à la question de répartir les frais relatifs à l'instance judiciaire comme telle de ceux consacrés essentiellement aux négociations tenues avec le gouvernement provincial, afin d'être en mesure d'imputer des budgets différents pour chacun des deux items. Mes commentaires sont les suivants.

La lecture du compte d'honoraires révèle que la portion négociation de cette affaire tombe sous l'item 22. A ce chapitre, l'étude d'avocats réclame un montant de \$6,695.00, sur une note totale de \$82,952.00. L'analyse détaillée de l'imputation du temps consacré à chacun des items confirme le chiffre précité. En outre, vous noterez que la facture totale de \$82,952.50 a été réduite de 53%; par conséquent, le montant réclamé au titre des négociations ne serait plus qu'aux alentours de \$3,200.00.

Le reste du compte étant très circonstancié quant aux démarches judiciaires qui ont été accomplies relativement à l'instance devant la Cour suprême de la Colombie-Britannique, rien ne semble indiquer qu'une portion supplémentaire de celui-ci puisse être imputée aux négociations poursuivies en parallèle à la cause avec le gouvernement de la Colombie-Britannique.

J'aimerais à cette fin préciser que les services de l'étude Gawne et Associés n'ont pas été retenus par le ministère de la Justice du Canada; ce dernier n'est donc pas en mesure d'établir dans quelle mesure les frais sont justement répertoriés, n'ayant à aucun moment eu de contrôle sur l'à propos, l'exactitude ou l'étendue des frais encourus.

Je crois par ailleurs comprendre que des consultations ont été effectuées entre les responsables du Programme de contestation judiciaire et ceux du Patrimoine canadien relativement au paiement des frais juridiques. Ainsi, certains frais n'étant pas couverts par le Programme seraient défrayés par le ministère. Une telle situation me surprend

Do not write in this space. Use this space for comments only.

- 2 -

Comments/Remarques

quelque peu, étant donné le fondement même du Programme et, conséquemment, la nature des relations officielles existant entre le gestionnaire du Programme et le ministère.

Ainsi, d'après ma connaissance de ce dossier, il me semblait établi que le Programme visait à limiter d'une manière stricte l'implication financière du gouvernement fédéral dans des causes pour lesquelles ce gouvernement même ou encore des gouvernements provinciaux représentent la partie adverse. Ceci, afin de conserver une distance face aux enjeux en cause.

Dans le cas qui nous occupe, étant donné l'implication financière fédérale importante, à la fois par le biais du Programme de contestation judiciaire et par le ministère du Patrimoine, il me semble que la distance à laquelle réfère le paragraphe précédent soit plutôt mince.

L'importance d'une telle distance se reflétait d'ailleurs de par les termes précis de l'entente de contribution conclue en 1994 relativement à l'administration de ce programme placé financièrement sous la responsabilité directe du Patrimoine canadien. Ainsi, non seulement le ministre du Patrimoine d'alors a-t-il spécifiquement confié une telle administration à un gestionnaire extérieur au ministère et totalement indépendant de ce dernier, mais il s'est également fermement engagé à ce que tout matériel relatif aux causes financées faisant l'objet du secret professionnel (ce qui inclut les honoraires d'avocat) ne lui soit d'aucune façon transféré. Enfin, l'entente prévoyait des catégories ainsi que des niveaux maximum de financement très précis pour chaque genre de cause.

Je demeure à votre disposition dans l'éventualité où vous souhaitiez discuter davantage de ce dossier.

Thérèse Laberge

/c.c. B.J. Wilton



Department of Justice
Canada
Canadian Heritage

Ministère de la Justice
Canada
Patrimoine Canadien

MEMORANDUM/NOTE DE SERVICE

Security Classification — Cote de sécurité

Protégé: secret professionnel de l'avocat

File number — Numéro de dossier

PCH

Date

le 23 août 1996

Telephone/FAX — Téléphone/Télécopieur

997-2151/997-2801

TO/DEST.: Michèle Blais-Chauvin, Langues officielles

FROM/ORIG.: Avocate, Services juridiques, Patrimoine canadien

SUBJECT/OBJET: *Gestion scolaire en Colombie-Britannique - Paiement d'honoraires par le ministère*

Comments/Remarques

Do not write in this space / Ne pas écrire dans cet espace

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Je crois par ailleurs comprendre que des consultations ont été effectuées entre les responsables du Programme de contestation judiciaire et ceux du Patrimoine canadien relativement au paiement des frais juridiques. Ainsi, certains frais n'étant pas couverts par le Programme seraient défrayés par le ministère. Une telle situation me surprend

Comments/Remarques

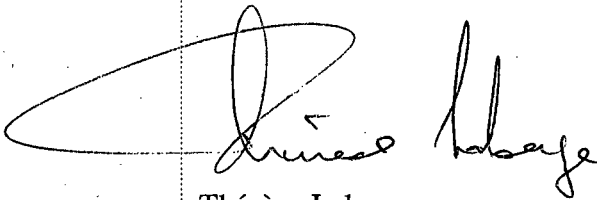
quelque peu, étant donné le fondement même du Programme et, conséquemment, la nature des relations officielles existant entre le gestionnaire du Programme et le ministère.

Ainsi, d'après ma connaissance de ce dossier, il me semblait établi que le Programme visait à limiter d'une manière stricte l'implication financière du gouvernement fédéral dans des causes pour lesquelles ce gouvernement même ou encore des gouvernements provinciaux représentent la partie adverse. Ceci, afin de conserver une distance face aux enjeux en cause.

Dans le cas qui nous occupe, étant donné l'implication financière fédérale importante, à la fois par le biais du Programme de contestation judiciaire et par le ministère du Patrimoine, il me semble que la distance à laquelle réfère le paragraphe précédent soit plutôt mince.

L'importance d'une telle distance se reflétait d'ailleurs de par les termes précis de l'entente de contribution conclue en 1994 relativement à l'administration de ce programme placé financièrement sous la responsabilité directe du Patrimoine canadien. Ainsi, non seulement le ministre du Patrimoine d'alors a-t-il spécifiquement confié une telle administration à un gestionnaire extérieur au ministère et totalement indépendant de ce dernier, mais il s'est également fermement engagé à ce que tout matériel relatif aux causes financées faisant l'objet du secret professionnel (ce qui inclut les honoraires d'avocat) ne lui soit d'aucune façon transféré. Enfin, l'entente prévoyait des catégories ainsi que des niveaux maximum de financement très précis pour chaque genre de cause.

Je demeure à votre disposition dans l'éventualité où vous souhaitez discuter davantage de ce dossier.



Thérèse Laberge

/c.c. B.J. Wilton

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8140-6-76

MEMORANDUM
NOTE DE SERVICE

TO : Hilaire Lemoine
À : Directeur général
DGPALO
HULL

AC
Rogan / Michels
Ordonnance convenu
supp. faire faire
vérification

OUR FILE :
N/RÉF:

⑦ voir avec les services
personnels qui peut
nous aider.

FROM : BobRobertson
DE : Directeur, District du Lower Mainland
Région du Pacifique et du Yukon

DATE : le 3 juin 1996

③ M. au p. de
au bureau
16/6

SUBJECT

OBJET Cause juridique - gestion scolaire en Colombie-Britannique

Bonjour Hilaire,

Tel que convenu au cours des derniers jours, je vous fais parvenir le
Formulaire Général de Demande de l'Association des parents francophones
de la Colombie-Britannique pour le projet "Cause juridique" ainsi que les
factures fournies par la firme G. Brent Gawne & Associates qui se lisent
comme suit:

21 mars 1996 7 589.26\$
27 mai 1996 41 730.00\$

Total: 49 319.26\$

Roger Farley nous a indiqué que les services légaux feront une étude de
ces frais légaux dans les 2 semaines de la réception des documents ci-
 joints. Veuillez noter que les frais estimés pour la période suivant le 29
 mai jusqu'au moment du procès ajoutent une somme additionnelle de plus
 de 38 000\$ au montant ci-haut mentionné pour un total de 87 000\$.

Si des renseignements additionnels sont nécessaires pour démarrer le
 processus de l'étude et du remboursement, n'hésitez pas à me contacter.

Merci à l'avance pour votre collaboration.

Bob Robertson
Bob Robertson

p.j.



MEMORANDUM
NOTE DE SERVICE

Michèle

TO : Hilaire Lemoine
À : Directeur général
DGPALO
HULL

*gardiennage pour
à R. Farley
pour suivi*

OUR FILE :
N/RÉF:

FROM : BobRobertson
DE : Directeur, District du Lower Mainland
Région du Pacifique et du Yukon

DATE : le 14 juin 1996

SUBJECT

OBJET Cause juridique - gestion scolaire en Colombie-Britannique

Bonjour Hilaire,

Voici de nouveaux documents que nous a fait parvenir l'Association des parents francophones de la Colombie-Britannique concernant la cause juridique.

- 1- Memorandum of Argument by the Province dated June 7, 1996 ✓
- 2- Statement of Account for disbursement dated May 27, 1996 ✓
- 3- Budget descriptions
- 4- Legal fees and disbursement per Court Challenges program
- 5- Summary of Outstanding Receivables dated June 6, 1996

Serait-il possible d'avoir une indication de l'état du dossier et des progrès accomplis. N'hésitez pas à me contacter pour tout autre renseignement.

Merci à l'avance pour votre collaboration.

Bob Robertson

Bob Robertson

p.j.

G. Brent Gawne & Associates

G. Brent Gawne
(also of the B.C. Bar)
Peggy Kobly
Janet E. Morck (Student at Law)

2300, Centennial Building
10015 - 103 Avenue
Edmonton, Alberta T5J 0H1

Barristers & Solicitors

Telephone: (403) 421-1132
Facsimile: (403) 429-1440

Our File: 2549 GBG

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DATE: June 7, 1996

PLEASE DELIVER THE FOLLOWING PAGES TO:

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FIRM: *Association*

CITY: *Vancouver*

FAX NO: *(604) 736-1259*

MESSAGE: Enclosed is the Memorandum of Argument by the Province.

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IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

**L'ASSOCIATION DES PARENTS FRANCOPHONES DE
LA COLOMBIE-BRITANNIQUE, LA FEDERATION DES
FRANCOPHONES DE LA COLOMBIE-BRITANNIQUE, AND
PIERRETTE LARRIVEE WOODS, DANIEL LESCIELLER, LOUIS
BRIERE, DEIRDRE WARD-FOGARTY, MICHEL LEROUX, DIANE
DUPRUIS, ON BEHALF OF THEMSELVES AND ALL OTHER
PERSONS RESIDING IN THE VANCOUVER/LOWER MAINLAND
AND VICTORIA REGIONS HAVING FRENCH LANGUAGE
EDUCATIONAL RIGHTS PURSUANT TO S.23 OF THE CANADIAN
CHARTER OF RIGHTS AND FREEDOMS, BEING PART I OF THE
CONSTITUTION ACT, 1982, S.C. 1982**

PLAINTIFFS

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA, MINISTER OF
EDUCATION OF THE PROVINCE OF
BRITISH COLUMBIA AND THE
ATTORNEY GENERAL OF THE PROVINCE
OF BRITISH COLUMBIA**

DEFENDANTS

MEMORANDUM OF ARGUMENT OF THE DEFENDANTS

**HARVEY GROBERMAN
MINISTRY OF ATTORNEY GENERAL
Legal Services Branch
1001 Douglas Street, 6th Floor
Victoria, British Columbia
V8V 1X4 (#356-8848)**

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MEMORANDUM OF ARGUMENT OF THE DEFENDANTS**PART I****STATEMENT OF FACTS**

1. The issues on this application are limited to the vires and constitutionality of the Francophone Education Regulation, B.C. Reg. 457/95.

2. The Regulation was deposited on November 2, 1995. There had previously been extensive consultations with the plaintiffs over the proposal. The Regulation is British Columbia's method of complying with section 23 of the *Canadian Charter of Rights and Freedoms*.

Affidavit of Martine Galibois Barss, filed May 8, 1996, para. 8

3. It is conceded that the Plaintiffs are people with section 23 rights, and that they have standing to bring this application.

4. The Francophone Education Authority set up under the Francophone Education Regulation is, in almost all respects, equivalent to a school board. There are some differences owing to the different natures of the entities. For the most part, these differences, (such as the electoral process and powers of taxation) are not under challenge in this proceeding.

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PART II
ISSUES OF LAW

5. The Plaintiffs raise the following issues:

- (a) Is the Francophone Education Regulation *ultra vires* the School Act?
- (b) Is the Regulation unconstitutional in not providing for mandatory funding for the Francophone Education Authority?
- (c) Is the Regulation unconstitutional in prohibiting the Francophone Education Authority from using provincial funds for capital expenditures?
- (d) Is the Regulation unconstitutional in not providing a dispute resolution mechanism to ensure that the Francophone Education Authority will be able to obtain facilities and equipment?
- (e) Is the legislative scheme unconstitutional by virtue of being enacted by Regulation rather than by primary legislation?
- (f) Is the Regulation unconstitutional by reason of government delay?

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PART II
ARGUMENT

6. It is the position of the Defendants that the Francophone Education Regulation meets, and may exceed, the requirements of section 23 of the *Canadian Charter of Rights and Freedoms* in respect of the geographical area with which this lawsuit is concerned.

The Requirements of Section 23

7. Section 23 of the Charter provides as follows:

23.(1) Citizens of Canada

- (a) whose first language learned and still understood is that of the English or French linguistic minority population of the province in which they reside, or
- (b) who have received their primary school instruction in Canada in English or French and reside in a province where the language in which they received that instruction is the language of the English or French linguistic minority population of the province.

have the right to have their children receive primary and secondary school instruction in that language in that province.

- (2) Citizens of Canada of whom any child has received or is receiving primary or secondary school instruction in English or French in Canada, have the right to have all their children receive primary and secondary school instruction in the same language.
- (3) The right of citizens of Canada under subsections (1) and (2) to have their children receive primary and secondary school instruction in the language of the English or French linguistic minority population of a province
 - (a) applies wherever in the province the number of children of citizens who have such a right is sufficient to warrant the provision to them out of public funds of minority language instruction; and
 - (b) includes, where the number of those children so warrants, the right to have them receive that instruction in minority language educational facilities provided out of public funds.

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8. A significant gloss on section 23 has been added by two decisions of the Supreme Court of Canada. These cases establish that section 23 "mandates, where the numbers warrant, a measure of management and control" over minority language education by the members of the linguistic minority. The administrative structures appropriate to that "measure of management and control" depend primarily on the numbers of children enrolled (or, during a start-up period, who are likely to be enrolled) in minority language education facilities.

Mahe v. Alberta, [1990] 1 S.C.R. 342, particularly at 369, 379, 380
Reference Re School Act (Manitoba), [1993] 1 S.C.R. 839

9. The Supreme Court has held that section 23 does not impose any specific form of educational system on Provincial governments, nor does it require that "the specific form of educational system provided to the minority ... be identical to that provided to the majority." What is required is that the quality of education provided to the minority be, in principle, equal to that received by the majority.

Mahe v. Alberta, [1990] 1 S.C.R. 342 at 376, 379, 380
Reference Re School Act (Manitoba), [1993] 1 S.C.R. 839 at 852

10. The Francophone Education Authority set up under the regulation is functionally equivalent to School Board. Accordingly, the Regulation serves to meet even the highest level of management and control required by section 23 of the *Canadian Charter of Rights and Freedoms*. This case, therefore, is not about the level of management and control given to the minority language group, or about whether their "numbers warrant" a particular degree of control.

11. The issue on this application is whether the Francophone Education Regulation contemplates that the quality of education provided to the minority will be equal to that received by the majority. It is submitted that the regulation creates an environment in which the Francophone Education authority is able to deliver education equal in quality to the education available in other public schools.

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Vires of the Regulation

12. The Plaintiffs' first argument is that the Francophone Education Regulation fails to meet the Province's obligations under section 23 because the regulation is *ultra vires*.

13. The cases cited by the Plaintiffs deal primarily with the *vires* of regulations enacted pursuant to general regulation-making powers. Some of the cases deal with regulations manifestly outside the terms of the regulation-making power conferred by the legislature. The Defendants do not take issue with the general propositions cited by the Plaintiffs, but says that they are inapplicable to the statutory structure that this Honourable Court is asked to consider in this case.

14. The regulation-making power at issue in this case is specific and clear. It is a power to make regulations "to give effect to section 23 of the *Canadian Charter of Rights and Freedoms*." The regulation in question undoubtedly fits within the language of section 5(4)(b) of the *School Act*. If the words of that section are to be interpreted according to their ordinary meaning, the Regulation would appear to be *intra vires*.

15. On the face of it, there is no reason to give section 5(4)(b) a narrow scope. Indeed, given that the legislation is remedial and constitutionally mandated, it ought to be given an expansive meaning.

16. The only issue of substance in the Plaintiffs argument that Regulation is *ultra vires*, therefore, arises from alleged conflicts between the Regulation and specific provisions of the statute.

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17. There is no principle of law that prohibits regulations from nullifying or modifying provisions of statutes. Indeed, there are many familiar forms of regulation that have this effect. The Lieutenant Governor in Council is often given the power to determine the date on which legislation becomes effective or ceases to have effect by Regulation. As well, many statutes provide that the Lieutenant Governor in Council may exempt specific persons or situations from the operation of some provisions of a statute.

18. There is, however, a principle that regulations cannot have the effect of modifying statutory provisions unless there is clear statutory authority to do so. The cases cited by the Plaintiffs provide ample authority for this principle.

19. It has been established that section 23 of the *Canadian Charter of Rights and Freedoms* requires that Francophone schools be under the management and control of the linguistic minority in situations where the numbers of students warrant. Absent s. 5(4)(b), this requirement could not be met within the provisions of the *School Act*.

20. The express purpose of section 5(4)(b) of the *School Act* is to allow the Province to meet its obligations under section 23 of the *Charter*. Its obvious intent is to allow the Lieutenant Governor in Council to do everything necessary to comply with section 23 of the *Charter*.

21. In the result, there is some conflict between section 5(4)(b) and other provisions of the *School Act*. In particular, there is a degree of conflict, identified by the Plaintiffs, between section 5(4)(b) and section 3 of the statute.

22. The Plaintiffs appear to assume that this conflict is to be resolved by interpreting section 5(4)(b) as being devoid of all content. This is not in accordance with general principles of statutory interpretation.

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23. Where two statutory provisions are in apparent conflict, an attempt must be made to reconcile them. Where they are not reconcilable, established principles of statutory interpretation apply. The relevant principle in this case is *generalia specialibus non derogant* (special laws take precedence over general laws).

Pierre-André Côté, *The Interpretation of Legislation in Canada* (2nd edition) (Cowansville, Quebec: Éditions Yvon Blais, 1991), pp. 301-304

E.A. Driedger, *Construction of Statutes* (2nd edition) (Toronto: Butterworths, 1983), pp. 226-235

24. It is patently clear that the intent of the Legislature in passing section 5(4)(b) is to allow compliance with section 23 of the *Charter*. The more general provisions of the *School Act* dealing with education in the Province are, to the extent of any inconsistency between them and section 5(4)(b) of the *School Act*, inapplicable to educational programs necessary to comply with section 23 of the *Charter*.

25. In the result, section 5(4)(b) of the *School Act* provides adequate authority to the Lieutenant Governor in Council to promulgate the Francophone Education Regulation. The Regulation is not inconsistent with any other provision of the *School Act* except to the extent necessary to bring the Province into compliance with section 23 of the *Charter*. Section 5(4)(b) of the *School Act*, by necessary implication, authorises the regulation to override statutory provisions to that extent.

Mandatory Funding

26. Section 7 of the Francophone Education Regulation provides that the Minister may grant certain funds, and must grant certain other funds to the Francophone Education Authority. The Plaintiffs argue that these provisions are

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unconstitutional, in that they do not mirror the language of sections 124 and 125 of the *School Act*.

27. In *Mahe*, the Supreme Court of Canada emphasized that section 23 of the *Charter* does not require either any specific legislative structure for minority language education, nor does it require that the structure be identical to the structure in place for the majority. While section 23 requires that public funding for the minority be at least equivalent (on a per student basis) to that provided for the majority, it does not demand a particular legislative construct for the delivery of that funding.

28. Where a statute provides a broad discretion, the Courts ought not to assume that the discretion can or will be exercised in a manner that is unconstitutional.

Slaight Communications v. Davidson, (1989), 59 D.L.R. (4th) 416 (SCC)

29. The Affidavit evidence makes it clear that the Francophone Education Authority is being funded in accordance with the requirements of section 23 of the *Charter*. The theoretical possibility that a Minister would take section 7 of the Regulation as an invitation to violate section 23 of the *Charter* should not be entertained by this Court.

Affidavit of Joan Axford, paragraph 2

30. Accordingly, section 7 of the Regulation does not contravene the *Charter*.

Capital Expenditures

31. Section 11 of the Francophone Education Regulation deals with interests in land. The restriction on capital expenditures in section 11(3) is intended only to relate to the purchase of lands and buildings by the authority.

Affidavit of Peter Owen, para. 10

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32. It is conceded that section 11(3) of the Regulation constitutes a difference between the Francophone Education Authority and school boards. School boards are not prohibited from using provincial funds for capital purposes, although they can only do so with the specific approval of the Minister of Education under section 135(5) of the *School Act*. Capital funding for all school boards is stringently controlled by the Ministry.

Affidavit of Peter Owen, para. 9

33. The mere fact that there are differences between the powers of the Francophone Education Authority and school boards does not lead to the conclusion that there is a violation of section 23 of the *Charter*. Section 23 does not mandate identical statutory powers; what it requires is that the minority language group have control over aspects of education which pertain to linguistic and cultural concerns, and that the minority be in a position to provide a quality of education equal to that provided in other public schools.

Mahe v. Alberta, [1990] 1 S.C.R. 342

34. Ownership of land or buildings does not, on the face of it, have any cultural or linguistic component, nor does it have any obvious relationship to the quality of education.

35. Unless it can be shown that section 11(3) has the effect of giving the Francophone Education Authority lesser facilities than those used by majority language School Boards, section 11(3) is not unconstitutional. The Plaintiffs are inviting the Court, without any evidence, to engage in speculation to the effect that leasehold facilities may be unavailable or of lower quality than facilities owned by school boards. To date, the facilities used for minority language education are similar in quality to those used by other public school programs. In the future, there is no reason to believe that appropriate facilities could not be acquired on a leasehold rather than freehold basis.

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36. The Plaintiffs cannot, in any event, show any practical effect of section 11(3) of the Regulation. The section does not prohibit the Francophone Education Authority from owning land or buildings, but only from using provincial funds for purchases.

37. To date, Francophone Education in the Province has been provided in facilities owned by School Boards. It is the intent of the Francophone Education Authority to use these same facilities for Francophone Education in the coming academic year. There is no suggestion that the Francophone Education Authority is in a position to, or wishes, in the near future, to purchase land or buildings for school purposes. Accordingly, section 11(3) of the regulation does not currently have any practical effect.

Lack of Dispute-Resolution Mechanism

38. The Francophone Education Regulation does not compel the Francophone Education Authority to obtain its school facilities from any particular source. Accordingly, the authority is free to lease facilities and obtain equipment and supplies from any source.

39. Given the Authority's ability to obtain space and equipment on the open market, there is no demonstrated need for a "dispute-resolution mechanism" as alleged by the Plaintiffs.

40. To date, the Francophone Education Authority has chosen to lease space and equipment from school boards. This process appears to be proceeding smoothly.

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41. The Plaintiffs are inviting the Court to speculate that space and equipment may, in future, be available only from specific parties, and that the authority may be unable to reach agreement with these parties. There is no evidence to support this proposition. It is submitted that the Court ought not to act on such speculation.

Enactment By Regulation

42. The Plaintiffs complain that the Francophone Education Authority is set up by Regulation rather than directly by statute. They suggest that this is unconstitutional.

43. The Plaintiffs cite no authority for the proposition that section 23 of the *Charter* demands that Provinces enact primary legislation. Section 23 does not set out the legislative method by which a Province is required to delivery its obligations.

44. The Plaintiffs suggest certain advantages to enactment of a scheme by statute. In particular, they appear to be of the view that a statute has greater "permanence" than a Regulation.

45. It is true that there are greater legislative requirements for amendment of a statute than for amendment of a Regulation. These requirements do not, however, have any necessary relation to the "permanence" of the legislation.

46. Given the novelty of an overlapping public school authority in British Columbia, there are obvious advantages to enactment of the details of the scheme by regulation rather than by statute. Subordinate legislation can generally be modified more easily than can primary legislation. This allows the

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government the ability to "fine-tune" the legislation should it prove insufficient for its purpose or should it have unforeseen effects.

47. Given the unprecedented nature of the Plaintiffs argument, and the lack of any jurisprudential foundation for the proposition that section 23 rights must be delivered through detailed primary legislation rather than through regulations, it is submitted that the Plaintiffs' argument must be dismissed.

Alleged Delay

48. The Francophone Education Regulation was enacted following several years of negotiations between the Plaintiff association and the Ministry of Education. While there has been some delay in achieving a legislative framework in which to deliver section 23 rights in British Columbia, this delay has been a result of a failure to reach an accord on the appropriate administrative structure.

49. Indeed, in the end, the Province has had to proceed without the agreement of the Plaintiffs, but with some commitment from them that they will attempt to make the system work.

50. In this proceeding, there is little to be gained by dwelling on the history of negotiations. It is submitted that the current Regulations are workable, and satisfy section 23.

51. The Plaintiffs allegation that the Francophone Education Authority is being forced to "meet a virtually impossible deadline" does not withstand scrutiny. The Province has, throughout, indicated that the Authority (and, before its existence, the Plaintiff Association) could postpone taking over management and control of Francophone education if it considered the timelines unworkable.

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The Plaintiffs and the authority have been clear that they wish to take over management and control of Francophone Education for the 1986-87 school year.

Affidavit of Peter Owen, paras. 4 & 6

52. It is, therefore, the minority language group itself which has chosen to meet a September, 1996, rather than a September, 1997, deadline. It is not appropriate for the Plaintiffs to blame government for "imposing" a timeframe which they have readily accepted.

53. In any event, it appears that everything is on track for delivery of Francophone Education by the Francophone Education Authority beginning in September, 1996. The timelines do not appear to be "virtually impossible".

54. Section 23 of the *Charter*, by giving "management and control" of Francophone Education to the linguistic minority does impose responsibilities on that minority. Given that the Province has provided the Francophone Education Authority with all resources necessary to implement a program of instruction, it is up to the Francophone Education Authority to manage and control those resources in an appropriate manner. Nothing done by the provincial government interferes with the ability of the Francophone Education Authority to deliver educational programs beginning in September, 1996.

55. While it is clear that the Francophone Education Authority has a difficult task ahead of it, resources have been provided to it by government to ensure that it can be equal to that task.

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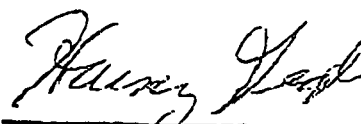
- 14 -

PART IV
NATURE OF ORDER SOUGHT

56. It is submitted that the Plaintiffs' application should be dismissed.

57. The Defendants concur with the Plaintiffs that, in the event that this Honourable Court finds any part of the Francophone Education Authority to be *ultra vires* the *School Act* or unconstitutional, then the appropriate remedy would be a declaration, combined with a declaration of temporary validity.

ALL OF WHICH IS RESPECTFULLY SUBMITTED.



Harvey Groberman
Counsel for the Defendants

June 6, 1996

G. Brent Gawne & Associates

G. Brent Gawne
(also of the B.C. Bar)
Peggy Kobly
Janet E. Morck (Student at Law)

2300, Centennial Building
10015 - 103 Avenue
Edmonton, Alberta T6J 0H1

Barristers & Solicitors

Telephone: (403) 421-1132
Facsimile: (403) 429-1440

Our File: 2549 GBG

Your File:

cc. DG
Pres

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DATE: May 30, 1996

PLEASE DELIVER THE FOLLOWING PAGES TO:

NAME: Martine

FIRM: Association

CITY: Vancouver

FAX NO: (604) 736-1259

MESSAGE:

Our May 27th Statement of Account for disbursements is attached.

TOTAL NUMBER OF PAGES: 2 (INCLUDING COVER LETTER)

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G. Brent Gawne & Associates

G. Brent Gawne
(also of the B.C. Bar)
Peggy Kobly
Janet E. Morck (Student at Law)

2300, Centennial Building
10015 - 103 Avenue
Edmonton, Alberta T5J 0H1

Barristers & Solicitors

Telephone: (403) 421-1132
Facsimile: (403) 429-1440

Our File: 2549 G8G

Your File:

May 30th, 1996

SENT VIA FACSIMILE

Association des parent francophones
de la Colombie-Britannique
#223, 1555 - 7th Avenue West
Vancouver, B.C. V6J 1S1

ATTENTION: Martine Galibois-Barss

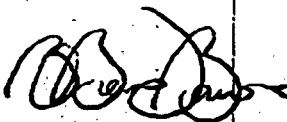
Dear Madam:

RE: Disbursement Account - May, 1996

Enclosed please find our Statement of Account dated May 27th, 1996 for disbursements incurred in relation to this file.

Thank you for your cooperation.

Yours truly,



G. BRENT GAWNE
/sma
Enclosures

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FROM G. BRENT GAWNE & ASOC

TO 16047361259

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s.23

G. BRENT GAWNE & ASSOCIATES
BARRISTERS & SOLICITORS
#2300, 10015 - 103 AVENUE
EDMONTON, ALBERTA
T5J 0H1

Association des parents francophone
de la Colombie-Britannique
233, 1555, 7th Avenue West
Vancouver, B.C. V6J 1S1

REF: 2549

MAY 27/96

RE: Section 23

G.S.T. REG. NO: 101966448
TAXABLE

DATE	INIT DESCRIPTION OF SERVICE	HOURS
------	-----------------------------	-------

OTHER CHARGES - GST TAXABLE

Other Charges - Photocopies
Other Charges - Facsimile
Other Charges - Facsimile Received

Total Taxable Other Charges

TAXABLE (GST) DISBURSEMENTS

Postage
Long Distance Telephone Charges
Federal Express
Law Society of Alberta
(Peggy Kobly Occasional Appearance Certificate)

Total taxable disbursements

G.S.T. on disbursements
G.S.T. on other charges
Total G.S.T.

TOTAL OWING


G. BRENT GAWNE
/sma

E&OE
NET 30 DAYS. INTEREST IS ACCRUED AT 18% PER ANNUM ON
OVERDUE ACCOUNTS

Ref: C:\WORK\2549\ DISB.MAY
May 30, 1996

001978

8140-6-96

Michael Reguette

Vous avez vu

joint pour notre
dossier gestion.
scotair



PUBLIC LAW BRANCH/DIRECTION DU DROIT PUBLIC
HUMAN RIGHTS LAW SECTION
SECTION DES DROITS DE LA PERSONNE
4TH Floor, Justice/4^{ème} étage Justice
FAX #: 613 - 952 - 4137



Date: Le 4 septembre 1996

**PLEASE DELIVER THE FOLLOWING PAGES TO/
S.V.P. LIVRER LES PAGES SUIVANTES À:**

NAME / NOM: Pierre Gaudet
Programme d'appui aux langues officielles
Patrimoine Canada

FAX #: 953-9353

FROM / DE: Bruno Thériault, Avocat
Groupe du droit des langues officielles
Section des droits de la personne

COMMENTS / COMMENTAIRES:

Tel que convenu.

Nombres de pages (incluant la page couverture): 8
Number of pages (including cover sheet):

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Department of Justice
CanadaMinistère de la Justice
Canada

Security Classification — Cote de sécurité

Protégé

MINISTERIAL SUMMARY

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Décision de la Cour suprême de la Colombie-Britannique dans l'affaire
*Association des parents francophones de la Colombie-Britannique c. British
Columbia*

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Le 20 août 1996, la Cour suprême de la Colombie-Britannique a déclaré que le *Francophone Education Regulation*, adopté par la province pour assurer l'application de l'art. 23 de la *Charte*, est *ultra vires* du *School Act* de cette province, et que le *Règlement* n'est pas conforme aux exigences de l'art. 23. La Cour a également ordonné à la province de proclamer une loi qui donnera pleinement effet aux droits des parents francophones à la gestion et au contrôle de l'instruction en langue minoritaire.

RECOMMENDATION
RECOMMANDATION

Si les médias ou des citoyens sollicitent des commentaires du ministère de la Justice ou du P.G. Canada, le Ministère devrait demeurer neutre comme il l'a été tout au long des procédures, et se limiter à déclarer que Justice et le P.G. du Canada ont pris acte de la décision de la Cour.

DATE

21 août 1996

SIGNATURE

John Scratch
Acting Senior General Counsel
Specialized Legal Advisory
Services

DEPUTY MINISTER
SOUS-MINISTRE

MINISTER
MINISTRE

Protégé

**DÉCISION DE LA COUR SUPRÊME DE LA COLOMBIE-BRITANNIQUE DANS L'AFFAIRE
ASSOCIATION DES PARENTS FRANCOPHONES DE LA COLOMBIE-BRITANNIQUE C. BRITISH
COLUMBIA**

OBJET : Vous informer des motifs du jugement de la Cour suprême de la Colombie-Britannique dans une affaire relative aux droits à l'instruction dans la langue de la minorité (art. 23 de la *Charte Canadienne*) dans laquelle le P.G. du Canada avait le statut d'intervenant.

RENSEIGNEMENTS DE BASE :

- Le 3 novembre 1995, le gouvernement de la Colombie-Britannique a adopté le *Francophone Education Regulation* pour assurer l'application de l'art. 23 de la *Charte*, en prévoyant la création d'une structure de gestion scolaire francophone. Les parents ont jugé que ce règlement demeurerait insuffisant par rapport aux exigences de l'art. 23 et ont donc décidé de poursuivre leur action en justice, originalement entamée en 1989, dans le but de faire déclarer l'invalidité constitutionnelle du règlement en question.
- Le Commissaire aux langues officielles et le P.G. du Canada avaient tous deux le statut d'intervenant dans cette affaire. Dans son mémoire, le P.G. du Canada a évité de se prononcer sur la validité constitutionnelle du règlement de la Colombie-Britannique et n'a pas pris position en faveur de l'une ou l'autre partie, se limitant plutôt à exposer les principes juridiques pertinents à la résolution du litige, tels que développés par la Cour suprême du Canada.

SITUATION ACTUELLE :

- Le 20 août 1996, le juge Vickers de la Cour suprême de la Colombie-Britannique a rendu public son jugement, dont nous avons obtenu une copie hier. Le juge a déclaré le règlement *ultra vires* du *School Act* de cette province, mais a ordonné que celui-ci demeure en vigueur jusqu'à ce que la législature provinciale ait proclamé une loi qui donne effet aux droits prévus par l'article 23 de la *Charte* et ce, afin d'éviter un vide total en matière de droits scolaires de la minorité linguistique de la province. En *obiter*, le juge a également indiqué que le règlement, s'il avait été *vires*, n'aurait néanmoins pas rencontré les exigences de l'article 23 pour les motifs suivants:
 - 1) le règlement donne au ministre de l'éducation la discrétion d'accorder des fonds à l'instruction de la minorité;

- 2) le règlement interdit l'utilisation d'argents provinciaux envers les dépenses en immobilisations («capital expenditures»);
- 3) l'absence de mécanisme de résolution de disputes laisse l'autorité scolaire minoritaire à la merci des conseils scolaires majoritaires;
- 4) la province doit enchâsser le régime d'instruction dans la langue de la minorité dans une loi de l'Assemblée législative et non, comme elle l'avait fait en l'occurrence, dans sa réglementation.

Des articles parus dans *La Presse* et *Le Devoir* d'aujourd'hui, ainsi qu'un reportage à RDI, hier soir (20 août 1996), ont traité de cette décision.

PRÉOCCUPATIONS PROVINCIALES :

En ce moment, nous ignorons si la province décidera d'en appeler de cette décision. La décision de la cour nous apparaît justifiée dans son ensemble bien que l'on puisse remettre en question certains éléments de la décision du juge, particulièrement en ce qui a trait à la nécessité d'enchâsser les droits scolaires dans une loi plutôt que dans les règlements de la province. Également, la province pourrait s'opposer aux conséquences économiques du jugement dans le présent contexte de restrictions budgétaires.

PRÉOCCUPATIONS FÉDÉRALES :

Nous assurons la coordination de la réaction du gouvernement fédéral à cette décision avec Patrimoine Canadien, qui est à finaliser ses négociations avec la province concernant une entente de financement visant la mise en oeuvre de la gestion scolaire francophone en Colombie-Britannique. (Dans la mesure où la cour a ordonné que le régime scolaire prévu par les règlements de la province demeure temporairement valide, Patrimoine Canadien continuera ses négociations afin d'assurer le financement de l'instruction en langue française pour l'année scolaire qui s'amorce.)

En ce qui a trait au financement des dépenses en immobilisations, Patrimoine Canadien attendra de connaître la réaction de la province à l'égard du jugement avant d'entamer des négociations sur cette question.

- 3 -

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RECOMMANDATIONS :

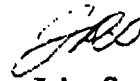
- Si le Ministre ou le Ministère sont appelés à commenter la décision, la position du ministère de la Justice et du P.G. du Canada dans ce dossier devrait demeurer officiellement neutre, en prenant simplement acte de la décision de la cour. (Notons toutefois que les représentants du Patrimoine Canadien nous ont indiqué que leur Ministre avait l'intention de se déclarer «très heureuse» de la décision.)
- De plus, dans l'éventualité où la province interjetterait appel de cette décision, le P.G. du Canada déciderait alors de l'opportunité d'une intervention devant la Cour d'appel et du rôle qu'il pourrait y jouer.

Préparé par:

Marc Tremblay
Conseiller juridique
Groupe du droit des
langues officielles
Section des droits de la
personne

Révisé par:

Michel Francoeur
Avocat-conseil
Groupe du droit des
langues officielles
Section des droits de la
personne

Approuvé par:

John Scratch
Avocat général principal
par intérim
Services spécialisés de
consultation juridique

Date:

Le 21 août 1996

SEP. 04 '96 14:34 FR HRLS/SDP

613 952 4137 TO 9539353

C.R.C.



Department of Justice
Canada

Ministère de la Justice
Canada

239, rue Wellington
Ottawa (Ontario)
CANADA K1A 0H8

MEMORANDUM / NOTE DE SERVICE

Security classification - Cote de sécurité
File number - Numéro de dossier 295104-23-8
Date 21 août 1996
Telephone / FAX - Téléphone / Télécopieur (613) 957-4928 / (613) 952-4137

TO / DEST:

DOSSIER ASSOCIATION DES PARENTS FRANCOPHONES DE
LA COLOMBIE-BRITANNIQUE

FROM / ORIG:

Marc Tremblay
Conseiller juridique
Groupe du droit des langues officielles
Section des droits de la personne

SUBJECT / OBJET:

Décision de la Cour suprême de la Colombie-Britannique dans l'affaire
*Association des parents francophones de la Colombie-Britannique c.
British Columbia*

Comments/Remarques

La présente vise à vous informer des motifs du jugement de la Cour suprême de la Colombie-Britannique dans une affaire relative aux droits à l'instruction dans la langue de la minorité (art. 23 de la *Charte Canadienne*) dans laquelle le P.G. du Canada avait le statut d'intervenant.

Dans *Association des parents francophones de la Colombie-Britannique c. British Columbia*, les parents francophones alléguaient que le *Francophone Education Regulation* ne garantissait pas le droit des enfants francophones d'être éduqués en français tel que prescrit par l'article 23 de la *Charte*.

Le 20 août 1996, le juge Vickers de la Cour suprême de la Colombie-Britannique a déclaré le *Francophone Education Regulation* *ultra vires* de la *School Act* de cette province et a indiqué, en obiter, que le règlement ne rencontrait pas les exigences de l'article 23.

Le juge a d'abord conclu que les dispositions précises de la *School Act* qui établissaient les conseils scolaires, fixaient leurs limites territoriales, interdisaient la compétence partagée, et exigeaient que l'instruction soit fournie par des conseils scolaires, ne permettaient pas l'établissement d'une autorité francophone parallèle. Le règlement aurait eu l'effet d'amender la loi scolaire et était incompatible avec la loi.

JUS 107A (91/10) 7530-21-036-5336

001984

- 2 -

Bien que cette déclaration eût été suffisante pour disposer de l'affaire, le juge a cru bon d'examiner tout de même la validité du règlement, au regard des exigences et des principes qui se dégagent de l'article 23 de la *Charte* tel qu'interprété par la Cour suprême du Canada. Notons d'abord que le juge a conclu que les nombres en cause étaient suffisants pour placer la communauté minoritaire au haut de l'échelle variable établie dans l'arrêt *Mahé*. Le juge Vickers a de plus conclu que le règlement, s'il était *vires*, n'aurait néanmoins pas rencontré les exigences de l'article 23 pour les motifs qui suivent.

- 1) le règlement donne au ministre de l'éducation le pouvoir discrétionnaire d'accorder des fonds à l'instruction de la minorité :

Le règlement indique que le ministre "peut" octroyer le financement nécessaire à l'instruction en langue française, alors même que les articles pertinents de la *School Act* indiquent que le ministre "doit" accorder le financement nécessaire à l'instruction en langue anglaise. L'article 23 impose à la province l'obligation de financer l'instruction en langue française lorsque le nombre le justifie et la présence d'un pouvoir discrétionnaire viole cet article.

- 2) le règlement interdit l'utilisation d'argents provinciaux envers les dépenses en immobilisations ("capital expenditures") :

Alors que la *School Act* permet aux conseils scolaires de la majorité de faire des dépenses en immobilisations, le règlement qui interdit à l'autorité scolaire francophone d'exercer le même pouvoir ne lui accorde donc pas un financement équivalent tel que requis par l'article 23. De plus, l'exigence pratique de cette distinction, c'est-à-dire que l'autorité scolaire francophone devrait louer ses établissements scolaires, enlève à la minorité la flexibilité et le libre choix qui est au coeur même de la notion de gestion et de contrôle.

- 3) l'absence de mécanisme de résolution de disputes laisse l'autorité scolaire minoritaire à la merci des conseils scolaires majoritaires :

Le juge a conclu que l'absence de mécanisme de résolution de disputes, alors que le règlement envisage la nécessité pour l'autorité scolaire francophone de conclure des ententes de location, viole l'article 23. Puisque le règlement envisage la location d'établissements qui n'ont pas été conçus pour abriter une école, et qu'autrement l'autorité scolaire francophone doit louer ses édifices de la majorité, l'autorité ne jouit pas du degré de gestion et de contrôle envisagé par l'article 23.

- 3 -

4) la province doit enchâsser le régime d'instruction dans la langue de la minorité dans une loi de l'Assemblée législative et non, comme elle l'avait fait en l'occurrence, dans sa réglementation :

En se fondant sur des passages de la décision *Mahé*, le juge a conclu que l'article 23 exige que la province rencontre ses obligations par l'entremise d'un programme législatif précis. Selon le juge, la province doit donc enchâsser les droits scolaires de la minorité dans une loi, qu'elle pourrait compléter à l'aide de règlements, parce qu'une loi assure à la minorité un plus haut degré de sécurité. Le juge a déclaré que la simple mention, dans le texte de la *School Act*, du droit des parents de faire instruire leurs enfants en français en conformité avec l'article 23 ne rencontrait pas l'exigence prévue à l'article 23 de proclamer un programme législatif précis.

Le juge a déclaré le règlement *ultra vires* du *School Act* de cette province, mais a ordonné que le règlement demeure en vigueur jusqu'à ce que la législature provinciale ait proclamé une loi qui donne effet aux droits prévus par l'article 23 de la *Charte* et ce, afin d'éviter un vide total en matière de droits scolaires de la minorité linguistique de la province. Le juge a également déclaré que l'article 5 de la *School Act* ne satisfaisait pas aux exigences de l'article 23 de la *Charte* et que le nombre d'enfants présents dans la région proposée justifiait le degré le plus élevé de gestion et de contrôle de l'instruction en langue française prévu par l'article 23.

Marc Tremblay

8140-6-96

CI-ASIN

CONSEIL SCOLAIRE FRANCOPHONE DE LA COLOMBIE-BRITANNIQUE
(Francophone Education Authority)

1555, 7e Avenue Ouest, bureau 229, Vancouver (C.-B.) V6J 1S1

Téléphone : (604) 736-5030 Télécopieur : (604) 736-5028

Numéro sans frais : 1-888-715-2200

AL
[Signature]

August 23, 1996

Honourable Sheila Copps
Minister of Canadian Heritage
Jules Léger Building
Terraces de la Chaudière
15 Eddy St.
Hull, QC K1A 0M5

AL

1600

M. Chénier,
Est-ce que j'ai vu
quelqu'un de la région
qui t'a vu?
[Signature]

Dear Madam:

You may be aware that September 3rd, 1996 marks the first day of the governance of the Francophone school programs in British Columbia under the auspices of the Francophone Education Authority. We are hosting an occasion to thank many for their hard work, commitment and dedication to bringing us to this celebratory time.

A launching such as this is a time to celebrate both the accomplishments of the past, but more so, it is an opportunity for the Francophone community of British Columbia to come together to dialogue, to reflect on our prospects for the future and to celebrate this great success.

We are inviting you or other elected representatives from your political party to join us at our family picnic in Vancouver September 28th, 1996. As you will see by the enclosed flyer, this will be a time of laughter, song, games, good food and good friends.

We would be honoured by your presence. Please let us know by September 13, 1996 if you will be able to attend so that we are able to plan accordingly.

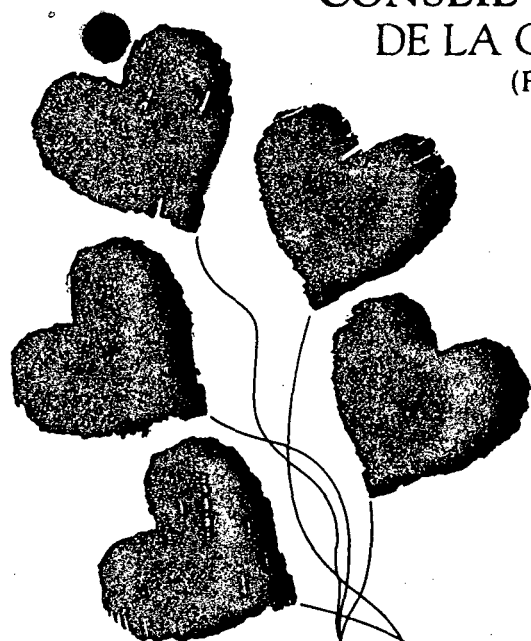
Yours truly,

[Signature: Vincent Pigeon]

Vincent Pigeon
President

24-09
[Signature]
Ginette doit y aller;
elle a reçu aujourd'hui
une demande de note,
scénario, séquence, pour
un représentant politique
Paula pour t'en
parler.
[Signature]

CONSEIL SCOLAIRE FRANCOPHONE
DE LA COLOMBIE-BRITANNIQUE
(Francophone Education Authority)



*L'école
au cœur
de la communauté*

You are invited
to attend a
Community Picnic!

96 AOU 27 AM 9 40

REGISTRE / REGISTRY
MIN

Bring your
picnic lunch.

Let's celebrate the launching of
our Conseil Scolaire.

We'll meet you at Spanish Banks Park
in Vancouver (near UBC)

(4th Avenue west, turn right on Tolmie, left on S.W. Marine Drive, continue straight to the 3rd parking area)

September 28, 1996
11 am to 5 pm

Fun, fun, fun!

Featuring

- ♥ Conseil Jeunesse
 - ♥ sports activities
 - ♥ contests
 - ♥ games
 - ♥ épiluchette de blé d'Inde, hot dogs and other treats
 - ♥ entertainment with recording star Crystal Plamondon and more!
- } FOR ALL AGES

87.000
58 904
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156,053

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25 000

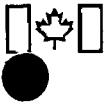
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(25000)
- 93 372
(24500)

manque
à gagner

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Patrimoine canadien Canadian Heritage
Sous-ministre Deputy Minister
Hull (Québec) Hull, Quebec
K1A 0M5 K1A 0M5

8140-6-96

le 21 août 1996

NOTE À L'INTENTION DE L'HONORABLE SHEILA COPPS

**JUGEMENT DE LA COUR SUPRÊME DE LA COLOMBIE-
BRITANNIQUE SUR LA GESTION SCOLAIRE DANS CETTE
PROVINCE**

(Pour information)

RÉSUMÉ

- La Cour suprême de la Colombie-Britannique rendait, le 20 août dernier, un jugement très favorable aux parents dans la cause sur la gestion scolaire dans cette province. Elle a statué que le gouvernement provincial enfreint la constitution canadienne.
- Nous vous proposons d'émettre un communiqué de presse.
- Nous poursuivrons nos discussions avec la province afin de conclure une entente en tenant compte des nouveaux paramètres.

Contexte

- Le juge Vickers de la Cour suprême de la Colombie-Britannique a rendu, le 20 août dernier, un jugement très favorable aux parents francophones de cette province en statuant que le gouvernement provincial enfreint la constitution canadienne en ne soutenant pas suffisamment l'éducation en français. Les principales conclusions du jugement sont les suivantes :
 - le Règlement sur l'éducation francophone adopté en 1995 est invalide parce qu'il enfreint la préséance de la Loi scolaire de la Colombie-Britannique;

- 2 -

- ce règlement, qui prévoyait des mesures dès la rentrée scolaire 1996, reste en vigueur pour une période déterminée pour permettre à la province d'apporter les changements législatifs nécessaires;
 - la Loi scolaire de la Colombie-Britannique ne rencontre pas les obligations de l'article 23 de la Charte;
 - le nombre d'enfants ayants droit dans la région proposée est suffisamment élevé pour donner à la minorité francophone le droit de gestion le plus élevé et le contrôle sur les programmes d'enseignement et les installations.
- o Les parents francophones ont eu une réaction très positive au jugement et entendent poursuivre leurs discussions avec le gouvernement provincial pour mettre en oeuvre les recommandations de la Cour (voir leur communiqué de presse ci-joint).
 - o Le gouvernement de la Colombie-Britannique va analyser le jugement avant de faire connaître sa position.

Considérations

- o Le ministère de la Justice recommande que la position du Procureur général du Canada soit officiellement neutre, prenant simplement acte de la décision de la Cour.
- o Toutefois, comme Ministère, nous avons de bonnes raisons de nous réjouir de ce jugement qui fait avancer la cause des parents francophones et de la gestion scolaire en Colombie-Britannique et dans tout le reste du pays.
- o Nous vous soumettrons sous pli séparé un communiqué de presse et des énoncés médias afin de transmettre la réaction officielle du Ministère face à ce développement important.

- 3 -

- ° Dès que l'on connaîtra la réaction de la province à ce jugement et, bien sûr, en supposant qu'elle ne fera pas appel, nous allons reprendre nos négociations afin d'en venir à une entente sur la gestion scolaire qui tiendra compte des nouveaux paramètres imposés par la Cour. Cependant, dans l'intervalle, étant donné que le régime scolaire actuel demeure temporairement valide, nous discuterons avec la province d'un financement intérimaire pour l'année scolaire 1996-1997 de façon à assurer la bonne marche des activités.



Suzanne Hurtubise

Pièces jointes

Préparé par :

Jean-Gilles Francoeur, Programmes d'appui aux langues officielles, 994-2964

Susan Scotti, Citoyenneté et Programme d'identité canadienne, 994-2167



Association des parents francophones de la Colombie-Britannique

COMMUNIQUÉ DE PRESSE

POUR DIFFUSION IMMÉDIATE

LES PARENTS FRANCOPHONES GAGNENT LEUR CAUSE

Vancouver, le 20 août 1996 - Après sept ans de litige, l'Association des parents francophones l'a finalement emporté sur le gouvernement de Colombie-Britannique relativement au défaut du gouvernement de légiférer afin de reconnaître les droits de la minorité francophone conformément à l'Article 23 de la Charte canadienne des droits et libertés.

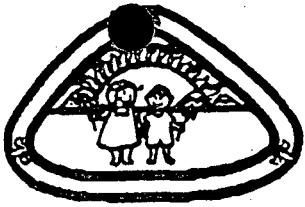
La décision du Juge Vickers de la Cour suprême de Colombie Britannique a été diffusée hier après-midi. Il déclare notamment :

- La réglementation pour la mise en place d'un conseil scolaire francophone en Colombie-Britannique a été adoptée sans pouvoirs législatifs;
- La Loi scolaire de Colombie-Britannique ne rencontre pas les obligations de l'Article 23 de la Charte;
- Il y a suffisamment d'enfants ayant-droits dans la région Vancouver/Bas-Fraser et Grand Victoria pour donner à la minorité francophone le droit de gestion le plus élevé et le contrôle sur les programmes d'enseignement et les installations (égal aux commissions scolaires); et
- La Loi et la Réglementation resteront temporairement valides jusqu'au dernier jour de la session législative qui suivra la session courante de l'Assemblée législative, donnant ainsi assez de temps pour que la Législature apporte les changements législatifs nécessaires.

Dans le cas présent, l'Association a argumenté que la Province a failli à ses obligations en vertu de l'Article 23 de la Charte parce que :

- La Réglementation est ultra vires, ce qui veut dire que la loi donnant au gouvernement le droit de créer des réglementations ne permet pas le genre de réglementation décrétée dans ce cas;
- Qui plus est, la Réglementation n'a pas donné à l'Autorité francophone (l'autorité scolaire créée par la Réglementation) le même financement obligatoire qui est donné aux commissions scolaires;
- De plus, la Réglementation interdit, injustement, à l'Autorité scolaire francophone d'utiliser les fonds reçus de la Province pour des dépenses d'immobilisations;

Pour une
éducation
de qualité!



- La Réglementation, qui envisage des contrats de location avec les commissions scolaires existantes, ne prévoit pas un mécanisme de résolution de problème au cas où un accord ne pourrait être signé; et
- La Province essaie de donner la gestion exclusive et le contrôle du programme d'éducation francophone en vertu de l'Article 23 de la Charte par voie de réglementation, au lieu d'amender la Loi scolaire elle-même.

Dans son document «Raisons de la décision» de 41 pages, le juge Vickers est d'accord sur tous les points présentés par l'Association, spécifiant que :

...Il est important de noter que l'engagement des Canadiens envers le bilinguisme et le biculturalisme donne à ce pays une place distincte dans la grande famille des peuples du monde. Le développement de toute nation réside dans le contexte historique, social, politique et culturel de ses habitants. De par ses origines, le Canada apporte au monde entier une culture et une histoire unique de coopération et de tolérance. Cette notion est enracinée dans l'engagement des francophones et des anglophones, qui ont déjà été séparés par des frontières géographiques, par une histoire de luttes discordantes sur la culture et la langue, pour vivre ensemble, pour travailler ensemble et pour partager les ressources d'une nouvelle nation. L'Article 23 réitère une partie fondamentale de cet engagement envers la langue et la culture et reflète la vision et la volonté des pionniers de notre pays. *Notre place distincte dans la grande famille mondiale est dépendante de la façon dont les gouvernements honorent cet engagement datant de plus de deux siècles, lequel engagement a été renforcé par la présente génération de Canadiens et des Canadiennes à travers l'enchâssement de dispositions particulières dans la Charte Canadienne des droits et libertés.*

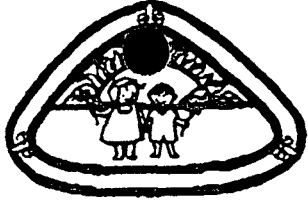
Martine Galibois Barss, présidente de l'Association, parle de victoire et reconnaît les importantes ramifications de ce jugement non seulement pour les francophones de la Colombie-Britannique mais pour toutes les minorités francophones du Canada.

«La Cour suprême dans la cause Mahé a exposé clairement la situation selon laquelle l'Article 23 donne le droit à une qualité d'éducation équivalente pour la minorité francophone.

Cette cause va plus loin. Le juge Vickers a déclaré que la province doit tout faire pour offrir une *qualité d'éducation équivalente*; «lorsque la majorité anglophone a un droit indéniable aux fonds publics et aux dépenses d'immobilisations, les francophones doivent aussi avoir ce droit; lorsque la majorité anglophone a des conseils scolaires établis par l'Assemblée législative, les francophones ne peuvent se contenter d'une simple réglementation».

Martine Galibois Barss tient à remercier chaleureusement le Commissaire aux langues officielles pour son travail de coopération et l'aide apportée à

Pour une
éducation
de qualité!



l'Association tout au long des démêles juridiques avec la province. Les avocats du Commissaire ont clairement laissé entendre au juge Vickers l'urgence de légiférer sans délai en Colombie-Britannique et qu'un amendement à la Réglementation serait inadéquat.

La présidente ajoute «Nous attendons impatiemment les changements juridiques requis par le juge Vickers et nous attendons de rencontrer le gouvernement pour démarrer ce processus. Comme le spécifie le juge Vickers, plus le délai est long, plus les coûts seront élevés».

L'Association des parents francophones de la Colombie-Britannique est l'organisme voué à la défense et à la promotion des droits et intérêts des parents francophones de la Colombie-Britannique et représente près de 5 000 parents à travers la province.

Pour une

éducation

de qualité!

-30-

Source : Marc Gignac (604) 736-5056
A.P.F.C.B.



Patrimoine canadien Canadian Heritage

Sous-ministre Deputy Minister

Hull (Québec) Hull, Quebec
K1A 0M5 K1A 0M5

NOTE À L'INTENTION DE L'HONORABLE SHEILA COPPS

JUGEMENT DE LA COUR SUPRÊME DE LA COLOMBIE-BRITANNIQUE SUR LA GESTION SCOLAIRE DANS CETTE PROVINCE

(Pour information)

RÉSUMÉ

- ° La Cour suprême de la Colombie-Britannique rendait hier un jugement très favorable aux parents dans la cause sur la gestion scolaire dans cette province. Elle a statué que le gouvernement provincial enfreint la constitution canadienne.
- ° Nous vous proposons d'émettre un communiqué de presse.
- ° Nous poursuivrons nos discussions avec la province afin de conclure une entente en tenant compte des nouveaux paramètres.

*Quelle date ?
la min.
ne le
saura
pas*

Contexte

- ° Le juge Vickers de la Cour suprême de la Colombie-Britannique a rendu hier un jugement très favorable aux parents francophones de cette province en statuant que le gouvernement provincial enfreint la constitution canadienne en ne soutenant pas suffisamment l'éducation en français. Les principales conclusions du jugement sont les suivantes :
 - le Règlement sur l'éducation francophone adopté en 1995 est invalide parce qu'il enfreint la préséance de la Loi scolaire de la Colombie-Britannique;
 - ce Règlement, qui prévoyait des mesures dès la rentrée scolaire 1996, reste en vigueur pour une période déterminée pour permettre à la province d'apporter les changements législatifs nécessaires;

- 2 -

- la Loi scolaire de la Colombie-Britannique ne rencontre pas les obligations de l'article 23 de la Charte;
 - le nombre d'enfants ayants droit dans la région proposée est suffisamment élevé pour donner à la minorité francophone le droit de gestion le plus élevé et le contrôle sur les programmes d'enseignement et les installations ~~(voir article de la Presse canadienne ci-joint)~~.
- ° Les parents francophones ont eu une réaction très positive au jugement et entendent poursuivre leurs discussions avec le gouvernement provincial pour mettre en oeuvre les recommandations de la Cour (voir leur communiqué de presse ci-joint).
 - ° Le gouvernement de la Colombie-Britannique va analyser le jugement avant de faire connaître sa position.

1 copie très mauvaise & pas lue.

Considérations

Le ministère de la Justice

- ° ~~Dans une note du ministère de la Justice à l'attention du ministre A. Rock, on recommande que la position du Ministre et du Procureur général du Canada soit officiellement neutre, prenant simplement acte de la décision de la Cour. (voir note ci-jointe)~~ ← pas lue.
- ° Toutefois, comme Ministère, nous avons de bonnes raisons de nous réjouir de ce jugement qui fait avancer la cause des parents francophones et de la gestion scolaire en Colombie-Britannique et dans tout le reste du pays.
- ° Nous vous soumettrons sous pli séparé un communiqué de presse et des énoncés médias afin de transmettre la réaction officielle du Ministère face à ce développement important.

Gestion C.B. - pt. de discussion

2.1 (c) Costs ^{ass} with operation of FEd Aut. and Fr. schools to be consistent

2.1 (c) (iv) Addl. transportation support for large geo. areas
↳ needed to be more specific

2.1 (c) (v) "Fixed costs for schools districts / schools"

↳ not acceptable - agree. for implementation/develop.
↳ too ~~large~~ wide

↳ already covered in iii)

2.1 (d) (i) what is "semi-permanent" asset ?

2.1 (d) (iv) "acquiring buses" → will support transportation but not
acquisition of buses
→ not accepted capital cost

2.1 (d) (v) "other costs that are capital in nature"

→ too wide open

→ first 3 categories already cover wide range
of costs

2.1 (e) wording was redundant

13.1 not clear ?

25.1 not clear ?

7.1 not clear



Ministry of Education,
Skills and Training

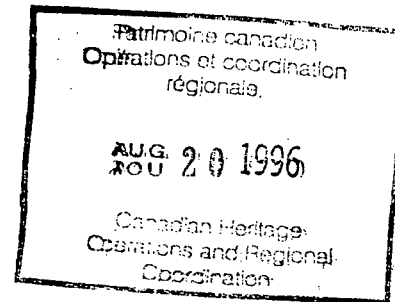
Policy, Planning and Special Programs
Division

Special Programs Department

PO Box 9146 Stn Prov Govt
VICTORIA BC V8W 9H1
Telephone: (604) 356-0522
Facsimile: (604) 953-4908

August 12, 1996

Mr. Roger Farley
Chief of Operations and Regional Coordination
Official Languages Programs Support
Department of Canadian Heritage
Ottawa, Ontario
K1A 0M5



Dear Mr. Farley:

Please find below our proposed changes to the draft of the Special Agreement for the implementation of francophone schools governance, which draft you provided to us by facsimile June 5th last. The proposed changes are described point by point as follows:

- 2.1 Add the word "and":
"the establishment and operation of Francophone schools, and"; ✓
- 2.1 (b) Add the items:
"(v) Learning Resources", ✓
"(vi) Télécolombie Network and Mediated Courses", ✓
"(vii) Teacher Training - In-service";
- 2.1 (c) (i) Add the word "enrolment":
"Support for small enrolment schools"; ✓
- 2.1 (c) (iv) Strike the current phrase and replace with: *- pour un tel changement?*
"Additional support for large geographic area"; *(pas ajouté)*
be more specific
- 2.1 (c) (v) Add:
"Fixed costs for school districts/schools"; *(pas ajouté) - déjà en iii)*
- 4.1 Add the words "Fiscal year" (three times):
"Fiscal year 1996-97", ✓
"Fiscal year 1997-98",
"Fiscal year 1998-99";

... /2

- 2 -

5.1 (c) Add the (underlined) phrase as follows:

"referred to in Clause 2.1 (d), but costs in 2.1 (d) will be used to calculate the contribution in 3.1"; *(pas ajouté)
expl. nécessaire s:
ou subst. lre 2.1(d)
OK maintenant*

6.1 Replace: "for the initiatives described in Clauses 2.1 (a), 2.1 (b), 2.1 (c) and 2.1 (e)" with: "under this Agreement"; *(pas ajouté)
OK maintenant*

6.1 (b) Add the word "fiscal":

"March 31st of the current fiscal year"; ✓

15.1 Add the word "Agreement":

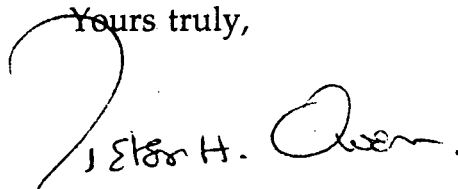
"The term of this Special Agreement"; ✓

24. Add title: "MEANING OF SPECIAL AGREEMENT"; and ✓

25. Add title: "DELEGATION OF EXERCISE OF DISCRETION". ✓

If you have any questions regarding these proposed changes, please call me at (604) 356-0522.

Yours truly,



Peter H. Owen
Executive Director

PHO/GV/jt

8140 - 6 - 96

ÉNONCÉ MÉDIA / MEDIA LINE

Objet / Subject : Gestion scolaire en Colombie-Britannique

En réponse à / Association des parents francophones de la Colombie-Britannique

In answer to:

Enjeu / Issue: Les parents francophones gagnent leur cause

Date : Mardi, le 20 août 1996

Approvals / Approbations

DG, DGPALO / OLSPB (Hilaire Lemoine, 994-0943) _____

DG, Communications (Jean Chartier, 997-0231) _____

SMA / ADM (Roger Collet, 994-2164) _____

BCP / PCO _____

SM / DM _____

Cabinet de la ministre / Minister's Office _____

Préparé par (conseillère en communications) /
Prepared by (communications advisor): Chantale Jeannotte en
remplacement de Ghislaine Frappier: 819-994-1917

Personne-ressource (Programme) / Program contact:
Francoeur, Jean-Gilles

Porte-parole / Spokesperson: Robert Bousquet, 819-994-4239

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... 1996

Ne pas diffuser - pour usage interne seulement / Not for distribution - Internal use only

ÉNONCÉ MÉDIA / MEDIA LINE

Objet / Subject: Gestion scolaire en Colombie-Britannique

Contexte / Background:

- ° La mise en oeuvre de la gestion scolaire par les francophones a fait l'objet de litiges sérieux entre la communauté et le gouvernement provincial au cours des dernières années.
- ° Après un an et demi d'inaction, la Colombie-Britannique a annoncé, le 13 juillet 1995, la création d'un Conseil scolaire francophone. En novembre, la province a adopté des règlements pour la mise en oeuvre de la gestion scolaire; les commissaires ont été nommés en décembre et assermentés en janvier.
- ° Les parents francophones ont quand même décidé de poursuivre leur action devant les tribunaux et leur cause a été entendue en Cour suprême de la Colombie-Britannique au cours de la semaine du 8 juillet 1996.
- ° La Cour suprême de la Colombie-Britannique a rendu son jugement sur la question de la gestion scolaire le 20 août 1996 et donne raison aux parents francophones de la Colombie-Britannique sur toute la ligne.
- ° Le gouvernement de la Colombie-Britannique n'émettra pas de communiqué de presse pour le moment car il préfère analyser le jugement plus en détail. La province pourrait par ailleurs décider de retourner devant les tribunaux (voir document du ministère de la Justice ci-joint).
- ° Le ministère de la Justice propose la position suivante:
 1. Présentement, le ministère prend connaissance de la décision de la Cour;
 2. Il s'agit d'un domaine de juridiction provinciale ;
 3. Si la province décide de faire appel, le ministère décidera alors de son rôle.
- ° Le communiqué de presse est au nom de la ministre du Patrimoine canadien et non pas au nom du gouvernement fédéral.
- ° Gestion scolaire - État de la situation - Août 1996 (voir document ci-joint).

Énoncés / Lines :

- ° La gestion scolaire pour les communautés minoritaires de langue officielle est un droit reconnu dans la Constitution canadienne.
- ° Le gouvernement fédéral est très heureux du récent jugement de la Cour suprême de la Colombie-Britannique qui accorde aux francophones la gestion complète de leurs écoles. C'est une victoire importante pour les communautés de langue officielle et pour tout le Canada.
- ° La mise en oeuvre de la gestion scolaire est la responsabilité des provinces.
- ° Le gouvernement fédéral est toutefois prêt à poursuivre les négociations avec la province dans ce nouveau contexte afin de favoriser la mise en place de nouvelles structures de gestion pour les francophones.
- ° La participation des parents est bien entendu essentielle au processus d'élaboration et de mise en oeuvre d'une structure de gestion scolaire.
- ° Aujourd'hui la plupart des provinces et territoires ont mis en place un cadre législatif qui respecte l'esprit de l'article 23 de la Charte, lequel garantit aux minorités de langue officielle la gestion de leurs écoles.

DRAFT
EBAUCHE

8140-6-96

Protégé

**DÉCISION DE LA COUR SUPRÊME DE LA COLOMBIE-BRITANNIQUE DANS L'AFFAIRE
ASSOCIATION DES PARENTS FRANCOPHONES DE LA COLOMBIE-BRITANNIQUE C. BRITISH
COLUMBIA**

OBJET : Vous informer des motifs du jugement de la Cour suprême de la Colombie-Britannique dans une affaire relative aux droits à l'instruction dans la langue de la minorité (art. 23 de la *Charte Canadienne*) dans laquelle le P.G. du Canada avait le statut d'intervenant.

RENSEIGNEMENTS DE BASE :

- Le 3 novembre 1995, le gouvernement de la Colombie-Britannique a adopté le *Francophone Education Regulation* pour assurer l'application de l'art. 23 de la *Charte*, en prévoyant la création d'une structure de gestion scolaire francophone. Les parents ont jugé que ce règlement demeurerait insuffisant par rapport aux exigences de l'art. 23 et ont donc décidé de poursuivre leur action en justice, originalement entamée en 1989, dans le but de faire déclarer l'invalidité constitutionnelle du règlement en question.
- Le Commissaire aux langues et le P.G. du Canada avaient tous deux le statut d'intervenant dans cette affaire. Dans son mémoire, le P.G. du Canada a évité de se prononcer sur la validité constitutionnelle du règlement de la Colombie-Britannique et n'a pas pris position en faveur de l'une ou l'autre partie, se limitant plutôt à exposer les principes juridiques pertinents à la résolution du litige, tels que développés par la Cour suprême du Canada.

SITUATION ACTUELLE :

- Le 20 août 1996, le juge Vickers de la Cour suprême de la Colombie-Britannique a rendu public son jugement, dont nous avons obtenu une copie hier. Le juge a déclaré le règlement *ultra vires* du *School Act* de cette province, mais a ordonné que celui-ci demeure en vigueur jusqu'à ce que la législature provinciale ait proclamé une loi qui donne effet aux droits prévus par l'article 23 de la *Charte* et ce, afin d'éviter un vide total en matière de droits scolaires de la minorité linguistique de la province. En *obiter*, le juge a également indiqué que le règlement, s'il avait été *vires*, n'aurait néanmoins pas rencontré les exigences de l'article 23 pour les motifs suivants:

- 1) le règlement donne au ministre de l'éducation la discrétion d'accorder des fonds à l'instruction de la minorité;

- 2) le règlement interdit l'utilisation d'argents provinciaux envers les dépenses en immobilisations («capital expenditures»);
- 3) l'absence de mécanisme de résolution de disputes laisse l'autorité scolaire minoritaire à la merci des conseils scolaires majoritaires;
- 4) la province doit enchâsser le régime d'instruction dans la langue de la minorité dans une loi de l'Assemblée législative et non, comme elle l'avait fait en l'occurrence, dans sa réglementation.

PRÉOCCUPATIONS PROVINCIALES :

- En ce moment, nous ignorons si la province décidera d'en appeler de cette décision. La décision de la cour nous apparaît justifiée dans son ensemble bien que l'on puisse remettre en question certains éléments de la décision du juge, particulièrement en ce qui a trait à la nécessité d'enchâsser les droits scolaires dans une loi plutôt que dans les règlements de la province. Également, la province pourrait s'opposer aux conséquences économiques du jugement dans le présent contexte de restrictions budgétaires.

PRÉOCCUPATIONS FÉDÉRALES :

- Nous assurons la coordination de la réaction du gouvernement fédéral à cette décision avec Patrimoine Canadien, qui est à finaliser ses négociations avec la province concernant une entente de financement visant la mise en oeuvre de la gestion scolaire francophone en Colombie-Britannique. (Dans la mesure où la cour a ordonné que le régime scolaire prévu par les règlements de la province demeurent temporairement valides, Patrimoine Canadien continuera ses négociations afin d'assurer le financement de l'instruction en langue française pour l'année scolaire qui s'annonce.)
- En ce qui a trait au financement des dépenses en immobilisations, Patrimoine Canadien devrait normalement attendre de connaître la réaction de la province à l'égard du jugement avant d'entamer des négociations sur cette question.

- 3 -

Protégé

RECOMMANDATIONS :

- Si le Ministre ou le Ministère sont appelés à commenter la décision, la position du ministère de la Justice et du P.G. du Canada dans ce dossier devrait demeurer officiellement neutre, en prenant simplement acte de la décision de la cour. (Notons toutefois que les représentants du Patrimoine Canadien nous ont indiqué que leur Ministre avait l'intention de se déclarer «très heureuse» de la décision.)
- De plus, dans l'éventualité où la province interjetterait appel de cette décision, le P.G. du Canada déciderait alors de l'opportunité d'une intervention devant la Cour d'appel et du rôle qu'il pourrait y jouer.

Préparé par:

Marc Tremblay
Conseiller juridique
Groupe du droit des
langues officielles
Section des droits de la
personne

Révisé par:

Michel Francoeur
Avocat-conseil
Groupe du droit des
langues officielles
Section des droits de la
personne

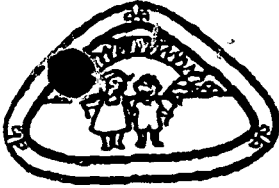
Approuvé par:

John Scratch
Avocat général principal
Services spécialisés de
consultation juridique

Date:

Le 21 août 1996

8148-6-76



ASSOCIATION DES PARENTS FRANCOPHONES DE LA COLOMBIE-BRITANNIQUE

1555, 7e avenue Ouest, Suite 223
Vancouver, (C.-B.)
V6J 1S1
Téléphone : (604) 736-5056
Télécopieur : (604) 736-1259

TÉLÉCOPIE

DATE: 20 Août 1996
À / TO: Jean-Gilles Faurneau

fax : (613) 994-2964
DE / FROM: Antoine Guilbert Barss

PAGES: 4, 1

COMMENTAIRES:

Une copie du grégeant

8140-6-96 002



No. A890762
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

L'ASSOCIATION DES PARENTS
FRANCOPHONES DE LA COLOMBIE-
BRITANNIQUE, LA FEDERATION
DES FRANCOPHONES DE LA
COLOMBIE-BRITANNIQUE, AND
PIERRETTE LARRIVEE WOODS,
DANIEL LESCIELLER, LOUIS
BRIERE, DEIRDRE WARD-FOGARTY,
MICHEL LEROUX, DIANE DUPUIS,
ON BEHALF OF THEMSELVES AND
ALL OTHER PERSONS RESIDING IN
THE VANCOUVER/LOWER MAINLAND
AND VICTORIA REGIONS HAVING
FRENCH LANGUAGE EDUCATIONAL
RIGHTS PURSUANT TO S. 23 OF
THE CANADIAN CHARTER OF RIGHTS
AND FREEDOMS, BEING PART I OF
THE CONSTITUTION ACT, 1982,
S.C. 1982

PLAINTIFFS

AND:

HER MAJESTY THE QUEEN IN
RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA

AND:

THE MINISTER OF EDUCATION OF
THE PROVINCE OF BRITISH
COLUMBIA

AND:

THE ATTORNEY GENERAL OF THE
PROVINCE OF BRITISH COLUMBIA

DEFENDANTS

REASONS FOR JUDGMENT

OF THE HONOURABLE

MR. JUSTICE VICKERS

- 2 -

Counsel for the Plaintiffs:	G. Brent Gawne and P. Kobly
Counsel for the Defendants:	Harvey Groberman
Counsel for the Department of Justice:	Johannes Van Iperen, Q.C. Michel Francoeur
Counsel for the Office of the Commissioner of Official Languages:	Stephen B. Acker and Richard L. Tardif
Dates and Place of Hearing:	July 8 - 12, 1996 at Nanaimo, B.C.

1 This is an application pursuant to s. 18A of the *Rules of Court* for declarations and orders concerning the rights of the plaintiffs, pursuant to ss. 23, 25 and 52 of the *Canadian Charter of Rights and Freedoms*. The issue raised by the application is whether B.C. Regulation 475/95, the *Francophone Education Regulation* (the Regulation) is ultra vires the *School Act*. If the Regulation is vires the *School Act*, the following issues concerning the validity of the regulation arise.

1. Is the Regulation unconstitutional in not providing for mandatory funding for the Francophone Education Authority?
2. Is the Regulation unconstitutional in prohibiting the Francophone Education Authority from using provincial funds for capital expenditures?
3. Is the Regulation unconstitutional in not providing a dispute resolution mechanism to ensure that the Francophone Education Authority will be able to obtain facilities and equipment?

- 3 -

4. Is the legislative scheme unconstitutional by virtue of being enacted by regulation rather than by primary legislation?
5. Is the Regulation unconstitutional by reason of government delay?

Facts

- 2 The parties filed an agreed statement of facts which can be conveniently restated, in part, as follows:

1. L'Association des parents francophones de la Colombie-Britannique (the Association) has as its main purpose the advancement of French minority language education. La federation des francophones de la Colombie-Britannique (the Federation) is the principal voice for French minority associations and groups in British Columbia; its most important role is to promote French language services and respect for language rights in British Columbia. The individual plaintiffs are parents who have rights under s. 23 of the Charter, and whose children are attending, or have attended, schools in the Vancouver/Lower Mainland or Victoria regions (proposed area).
2. British Columbia has exercised its authority over education pursuant to s. 93 of the *Constitution Act 1867* by enacting legislation, the *School Act*, R.S.B.C. 1979, c. 375, establishing a public school system:

- 4 -

(a) Under the administration of the Minister of Education who:

- i) is empowered to make orders governing the provision of educational programs and resource materials, determining the general requirements for graduation, setting fees and establishing policies and procedures to be followed by School Boards;
- ii) approves and grants funds for capital projects undertaken by Public School Boards.

(b) with delegated local bodies called Boards of School Trustees (for each School District established by order of the Lieutenant Governor in Council, and each having its own geographic territory) having management and control over:

- i) expenditures of funds provided for educational instruction and facilities;
- ii) appointment and direction of those responsible for the administration of instruction and facilities;
- iii) the provision of programs of instruction;
- iv) the recruitment and assignment of teachers and other personnel; and
- v) the making of agreements for education and services of students under their jurisdiction.

3. British Columbia published the Regulation pursuant to the provisions of s. 5 of the *School Act*, creating a Francophone Education Authority with the exclusive jurisdiction to provide s. 23, (the

- 5 -

Charter) education to eligible children in that portion of British Columbia covered within the geographic boundaries of certain school districts in the area known as the Vancouver Lower Mainland and Greater Victoria Regions, the proposed area.

4. In March 1989, this action was commenced alleging that the failure of the government of British Columbia to enact legislation providing for minority language educational rights in the province was a breach of s. 23 of the Charter.
5. A statement of defence was filed on June 29, 1989 and examinations for discovery took place in October of that year. After the decision of the Supreme Court of Canada in *Mahe v. Alberta*, [1990] 1 S.C.R. 342, the plaintiffs and the Government of British Columbia entered into an agreement which provided:
 - a. the plaintiffs' action would be adjourned; and
 - b. the Government would strike a task force to study the implementation of minority language education rights in British Columbia.
6. Under the agreement, the purpose of the task force was to identify how best to implement, in a broad and generous way, the educational rights of Francophones guaranteed by the Charter and explained in *Mahe*.
7. The plaintiffs' action was adjourned in April 1990 and on May 4, 1990, the Government of British Columbia announced the establishment of the

- 6 -

17 member task force on French education for Francophones in British Columbia.

8. The task force recommended:

- a. the implementation of exclusive management and control of Francophone education by representatives of the Francophone minority of British Columbia;
- b. a proposed governance structure with 3 regional Francophone Boards:
 - i. Southern and Coastal British Columbia,
 - ii. Vancouver Island, and
 - iii. Northern British Columbia.
- c. that the Francophone School Board have the same powers, duties and responsibilities as other school boards in the Province of British Columbia;
- d. that provision for future districts be included in legislation;
- e. that the minority language representatives have exclusive authority to make decisions relating to the minority language instruction and facilities including:
 - i. expenditure of funds provided for such instruction and facilities;
 - ii. appointment and direction of those responsible for the administration of such instruction and facilities;
 - iii. establishment of program of instruction;
 - iv. recruitment and assignment of teachers and other personnel;
 - v. and making of agreements for education and services for minority language pupils.
- f. the development of a fully bilingual unit in the Ministry of Education

- 7 -

- i. dedicated solely to Francophone education; and
 - ii. headed by an official of sufficient seniority to permit full access to the decision-making processes;
 - g. that the Francophone system be represented on advisory bodies to the Ministry which have a bearing on decisions affecting that system.
9. The task force recommended full implementation of its recommendations by July 1, 1993, with the elections to take place in November 1993;
10. In December 1992, the Government of British Columbia announced, in a press release, its intention to implement Francophone school governance by 1995. It called for:
- a. a single Francophone School District and Board of Trustees to govern minority language education in the entire province, instead of the multiple school board structure recommended by the task force;
 - b. the proposed Board that would have had the same powers, duties and functions as other school boards in the province, except for taxation; and
 - c. a time frame for the Board to be operational by September 1995.
11. Subsequently, in 1993, the government revoked this intention, and the proposal. In its place, the Province proposed the creation of a system of schools under the *Independent School Act* for the delivery of s. 23 education in British Columbia. Such a system could not be put in place without the support of the Francophone community. The

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plaintiffs rejected the proposal because they did not consider it to meet the requirements of s. 23 of the *Charter*, and insisted on the creation of a board or boards under the *School Act* for the delivery of s. 23 education.

12. In April 1994, the plaintiff parents gave formal notice to the British Columbia government of its intention to resume this action unless the government made a firm commitment to enact legislation giving effect to their s. 23 rights.
13. On September 12, 1994, in the absence of a commitment to enact legislation giving effect to their s. 23 rights, the plaintiff parents amended their statement of claim and resumed this action to pursue their claim for management and control of Francophone schools and educational programs.
14. The total population of eligible children in 1991 in the proposed area was 8,725, or 50.2% of the total eligible children in the Province. This is 2.4% of the total school population in the proposed area. The task force report determined a projected enrolment of 3,848 eligible children for a s. 23 school district in the proposed area. In 1995, there were 1,611 students actually enrolled in a program of French language instruction called "the Programme Cadre de Français" (PCDF), in the proposed area.
15. In 1993/94 the average per pupil cost in British Columbia was \$5,760.00; the lowest per pupil cost was \$5,152 and the highest was \$14,967.00. The

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average projected per pupil cost for the 1996-97 school year is estimated to be \$5,827.00; the lowest projected per pupil cost is estimated at \$5,359.00 and the highest at \$12,477.00.

16. In 1993-94, British Columbia had several small school districts covering large geographical areas; there were also nine school districts with fewer than 1,000 students, with an average per pupil cost of \$9,143.78. A number of these districts have now been amalgamated with larger school districts, with the result that in 1996-97 there will be five school districts with fewer than 1,000 students: Arrow Lakes, Central Coast, Vancouver Island West, Stikeen, Nisga'a.
17. Language retention is one indicator of the strength and/or viability of an ethno-linguistic community. One indication of language retention is the number of children, with at least one Francophone parent, who speak mostly French at home.
18. According to 1991 Statistics Canada Census Data, 1,910 of the 17,385 eligible children in British Columbia (11%) speak French mostly at home, down slightly from 11.2% in 1986.
19. The eligible children in the proposed area are more likely to still speak French at home than in most other areas in the Province. Of the 8,725 eligible children, 1,055 (12.1%) speak French mostly at home. This is a drop of 2% from the 1986 census figure of 14.1%.

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20. The highest language retention rate in the proposed areas are in Greater Vancouver and Greater Victoria. In Victoria, the language retention rate in 1986 was 18.8% and in 1991 30.4%. In Greater Vancouver, the 1986 language retention rate was 25.8% and in 1991 27.9%.
21. Pursuant to the Regulation, responsibility for the provision of the PCDF and any successor Francophone minority educational programs was transferred to a Francophone Education Authority, "the Authority" on July 1, 1996 and the Authority, which is designated a corporation, is responsible for the provision of Francophone minority educational instruction and facilities for eligible school age children within the proposed area commencing September 1, 1996.
22. While negotiations were underway at the time of the trial, the Authority had not finalized and the Province had not approved an operating budget. No CEO had been appointed; no agreements had been concluded with school boards providing for school facilities, furnishings, equipment or supplies. No agreement had been entered into that would provide for busing or other student transportation. No principals, teachers or support staff had been hired, nor had any arrangements been entered into for their secondment from existing school boards.

The Legislation

3

Section 23 of the *Canadian Charter of Rights and Freedoms* reads as follows:

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23. (1) Citizens of Canada

- (a) whose first language learned and still understood is that of the English or French linguistic minority population of the province in which they reside, or
- (b) who have received their primary school instruction in Canada in English or French and reside in a province where the language in which they received that instruction is the language of the English or French linguistic minority population of the province,

have the right to have their children receive primary and secondary school instruction in that language in that province.

(2) Citizens of Canada of whom any child has received or is receiving primary or secondary school instruction in English or French in Canada, have the right to have all their children receive primary and secondary school instruction in the same language.

(3) The right of citizens of Canada under subsections (1) and (2) to have their children receive primary and secondary school instruction in the language of the English or French linguistic minority population of a province

- (a) applies wherever in the province the number of children of citizens who have such a right is sufficient to warrant the provision to them out of public funds of minority language instruction; and
- (b) includes, where the number of those children so warrants, the right to have them receive that instruction in minority language educational facilities provided out of public funds.

Section 5 of the *School Act* reads as follows:

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5. (1) Every student is entitled to receive an educational program that is provided in the English language.

(2) Students whose parents have the right under section 23 of the *Canadian Charter of Rights and Freedoms* to have their children receive instruction in a language other than English are entitled to receive that instruction.

(3) Subject to the approval of the minister, a board may permit an educational program to be provided in a language other than as provided in subsections (1) and (2).

(4) The Lieutenant Governor in Council may make regulations

(a) respecting the provision of educational programs in languages other than English,

(b) to give effect to section 23 of the *Canadian Charter of Rights and Freedoms*, and

(c) determining the manner in which a power, duty or function of a board may be performed or exercised under this Act with respect to students referred to in subsection (2),

and may make different regulations for different circumstances.

5

The issues to be decided relate to the Francophone Education Regulation 457/95. Sections 2.(1), 3.(1), 4.(1), 7.(1) to (3) and 11.(1) to (4) are particularly relevant to the issues in this case. They read as follows:

2. (1) There is established as a Francophone Education Authority a corporation known as the *Autorité Scolaire* with the articles set out in Schedule B.

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3. (1) Subject to this regulation and the enactments referred to in section 17, a Francophone Education Authority has the exclusive right to provide a Francophone educational program to eligible students resident in the prescribed area over which it has jurisdiction.
4. (1) Subject to this regulation and the enactment referred to in section 17, a Francophone Education Authority must make available a Francophone educational program to all eligible students resident in its prescribed area who enrol in a Francophone educational program provided by the Francophone Education Authority.
7. (1) Subject to an appropriation being made by the Legislature, the minister may provide to a Francophone Education Authority a grant, determined by the minister, for one or more of the following:
- (a) the establishment, maintenance and operation of the Francophone Education Authority;
 - (b) the maintenance and operation of one or more Francophone schools;
 - (c) the delivery and support of Francophone educational programs.
7. (2) The minister must by grant provide to a Francophone Education Authority that portion of the money provided for the Francophone Education Authority by the federal government that is identified as being for capital expenditures of the Francophone Education Authority.
7. (3) A Francophone Education Authority that receives money under subsection (1) must budget, spend and account for that money in accordance with any directions of the minister provided to the Francophone Education Authority.
11. (1) A Francophone Education Authority may, for educational purposes, including the provision of housing accommodation for eligible students

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or employees, Francophone Education Authority offices and outdoor activities,

- (a) with the approval of the minister, lease, as lessee, land or land and improvements within or outside of its prescribed area, and
 - (b) subject to the orders of the minister and with the approval of the minister, dispose of a leasehold interest referred to in paragraph (a).
- (2) A Francophone Education Authority, with the minister's prior approval, may enter into an agreement with municipalities or regional districts that are located in or located in part of the Francophone Education Authority's prescribed area or with boards for school districts that are located in the Francophone Education Authority's prescribed area or with other persons for
- (a) the maintenance, operation or joint use of facilities, or
 - (b) contribution to the cost of the maintenance or operation of facilities for the joint use of those facilities by the Francophone Education Authority and one or more of the following that are located in or located in part of the Francophone Education Authority's prescribed area:
 - (i) a municipality;
 - (ii) a regional district;
 - (iii) a board.
- (3) A Francophone Education Authority must not use for a capital expense any money provided to it by the government, other than money identified by the minister as being money provided by the federal government for capital expenses.
- (4) A Francophone Education Authority must obtain the approval of the minister before

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- (a) acquiring land or improvements with the money provided to it for capital expenses under subsection (3), and
- (b) disposing of any land or improvements as required.

Is The Regulation Ultra Vires the School Act?

6

Counsel for the plaintiffs argues that the *School Act* creates a system of education by establishing school districts and boards responsible for the education of all school age children within a board's geographic jurisdiction. An overlapping of jurisdictions is not contemplated or permitted by the legislation. As a result the *School Act* cannot provide a "precise legislative scheme" for management and control and where numbers warrant such control, the obligations imposed by s. 23 of the Charter have not been met. In the submission of counsel, the corollary of this is that the regulation is ultra vires the *School Act*. In addition, counsel submits that the regulation attempts to amend the enabling legislation by purporting to relieve parents of the express obligation to enrol children in an educational program provided by a board as mandated by s. 3 of the *School Act*.

7

Counsel for the Province submits that s. 5(4)(b) of the *School Act* provides adequate authority for the Francophone Education Regulation. He acknowledges there is some conflict

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between this section and other provisions of the Act and in particular, he concedes a "degree of conflict" between s. 5(4)(b) and s. 3 of the Act. He urges the court to reconcile the conflict. If that is not possible then he submits that established principles of statutory interpretation must apply. In that regard he says that the principle, *generalia specialibus non derogant*, special laws take precedence over general laws, must apply. He argues that the more general provisions of the Act dealing with education in the Province are, to the extent of any inconsistency between them and s. 5(4)(b), inapplicable to educational programs designed to comply with s. 23 of the Charter.

8 Section 3(1) of the *School Act* requires children to attend an educational program provided by a school board. Educational program is defined and, for the purposes of this case, means an organized set of learning activities provided by a school board. Section 3(3) provides certain exceptions for children attending other educational programs specifically authorized by the legislation but an educational program provided by the Authority is not set out in those exceptions.

9 Section 5(2) of the *School Act* is limited to those programs of instruction contemplated by s-ss. 23(1) and 23(2). It does not appear to have reference to the management and control of educational facilities contemplated by s. 23(3). Section 5(3)

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refers to languages other than French or English. In my view the Regulation establishing the Authority purports to be published under the provision of s-ss. 5(4)(a) and 5(4)(b). Section 5(4)(c) is directed to the making of regulations relating to instruction which a board might provide, pursuant to ss. 23(1) and 23(2).

10 There can be no doubt the regulation conflicts with the provisions of the Statute which places on school boards the duty to deliver educational programs and imposes the duty on persons to attend educational programs provided by school boards, s. 3. That much was conceded by counsel for the Province.

11 In *His Majesty The King v. National Fish Company, Ltd.*,
[1931] Ex.C.R. 75, Audette J., said at p. 81:

Statutory regulations differ from Statutes in that it may be open to the judiciary to question their validity, to examine if they have complied with the condition precedent and if they are reasonable. The Regulation cannot of its own inherent power control or originate matters of taxation. Such an extreme step would be contrary to the whole scheme and spirit of the B.N.A. Act.

The tendency of modern legislation is to lay down general principles and to avoid going into administrative details. And it is within the competency of Parliament to delegate its authority for the making of Rules and Regulations.

Delegated authority of this kind must be exercised strictly in accordance with the power creating it and in the spirit of the

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enabling Statute and regulations which have fulfilled all the conditions precedent to their validity have the force of Statute.

But the validity of Regulations made by the executive or administrative department of State depends on the due observation of the conditions imposed by the Statute as to their making, contents and publication; and if the statutory conditions are not complied with the Court will treat the Regulations as invalid. Craies on Statute Law, 3rd Edition, p.261

Again, at p. 82, he said, in part, the following:

The regulations must not conflict with the specific enactment of the Statute and cannot operate as an amendment to the same. They can only provide for something to be done consistent with the requirements of the Statute.

12 Delegated legislation is more widespread today than it was over 60 years ago. However, the rules enunciated in that case have not been tarnished with the passage of time.

13 Statutes will occasionally contain what have been referred to as Henry VIII Clauses. These clauses set out provisions authorizing amendment or recision by regulation. The constitutionality of such a clause was challenged in *Waddell v. Schreyer* (1983), 5 D.L.R. (4th) 254, (B.C.S.C.). Lysyk J., at p. 270, concluded that Parliament "may, as a matter of law if it clearly expresses its intention to do so, delegate authority to repeal or supersede statutory provisions by means of subordinate

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legislation." As in that case, the question here is whether the Legislature has delegated a power in s. 5(4) of the *School Act* to "rescind amend or add to" the specific provisions of the *School Act*.

14 It is clear that the words of s. 5(4) do not authorize the rescinding, amending or adding to the provisions of the *School Act*. It is not a Henry VIII clause and that proposition was not advanced by counsel for the Province. In his argument, he invites me to reconcile the differences. In my view the differences cannot be reconciled without forcing an interpretation that violates specific provisions of the Statute.

15 This is not a proper situation for the application of the rule *generalalia specialibus non derogant*, special laws take precedence over general laws. The rule of interpretation that special legislation will take precedence over earlier general legislation applies to legislation and not to the publication of regulations. Both text writers to whom I was referred speak of legislation and statutes and not regulations: *Construction of Statutes*, 2nd Ed., Elmer A. Driedger; *The Interpretation of Legislation in Canada*, 2nd. Ed., Pierre-Andre Cote.

16 In my view the specific provisions of the *School Act*, establishing school boards with specific geographic boundaries,

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making it impossible to have overlapping jurisdiction, requiring educational programs to be delivered by boards and requiring persons to attend such programs cannot be altered by regulation. To accede to the argument of counsel for the Province would result in an interpretation that violates the scheme set out in the *School Act* for the delivery of education in this Province.

17 In my view, B.C. Regulation 475/95, Francophone Education Regulation, is *ultra vires* the *School Act*.

18 A declaration that the Regulation is *ultra vires* would be sufficient were it not for the long history of this litigation. In the circumstances, counsel invite me to comment on the issues raised by the scheme for the delivery of francophone education contemplated by the Regulation. Assuming sufficient regulatory authority in the Statute, can the Province fulfil the obligations imposed by s. 23 with the enactment of another regulation or is there a requirement for primary legislation? Do the limits currently imposed on the Authority by the Regulation fulfil the obligations imposed by s. 23?

The Legal Framework. Mahe v. Alberta Reviewed

19 *Mahe v. Alberta* (*supra*) was the first decision of the Supreme Court of Canada to discuss the obligations imposed on a

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provincial government by s. 23 of the Charter. At page 350, the Chief Justice said:

Section 23 is one component in Canada's constitutional protection of the official languages. The section is especially important in this regard, however, because of the vital role of education in preserving and encouraging linguistic and cultural vitality. It thus represents a linchpin in this nation's commitment to the values of bilingualism and biculturalism.

20 The factual background to *Mahe* was that the Alberta government announced its intention not to create any French school jurisdictions. Parents whose children were entitled to the benefits of s. 23 were encouraged to take their proposals to school boards. In short, constitutional commitments were left to the fortune of negotiations between parents and school boards. Central to the claim of the francophone parents was that the term "minority language educational facilities" referred to in s. 23(3)(b) included the administration by district school boards. For its part, the Province of Alberta took the position that the word "facilities" meant a school building: *Mahe*, p. 355.

21 At p. 360 the Court noted that "the primary issue raised by the appeal is the degree, if any, of 'management and control' of a French language school which should be accorded to s. 23 parents in Edmonton." That issue is mirrored in this case. In short,

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what degree of "management and control" is to be accorded s. 23 parents in the proposed area.

22 As *Mahe* was the first opportunity the Court had to consider s. 23(3) of the *Charter* in any detail, it was careful to limit its comments to the particular dispute: (p.361). Three years later the Court had another opportunity to consider s. 23 in *Reference Re Public Schools Act (Man.)*, s. 79 (3), (4) and (7), [1993] 1 S.C.R. 839. The Court reviewed its earlier decision in *Mahe* and pointed out the "tension that lies between the remedial aspect of s. 23 and the need to avoid interfering in legislative discretion or implementation." Once again, the Court restricted itself to resolving the particular issues arising in Manitoba, leaving government with the flexibility needed to fashion its response, suited to the particular circumstances: (p. 864).

23 It is convenient at this point to summarize the general principles endorsed by the Supreme Court of Canada in *Mahe* and the *Manitoba Reference*. My reading of these two decisions leads me to the following conclusions:

- (a) The general purpose of s. 23 is preservation and promotion of the two official languages of Canada, and their respective cultures. The purpose is to be achieved by ensuring that each

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language flourishes, as far as possible, in provinces where it is not the majority language: *Mahe*, p. 362.

- (b) A broad guarantee of language rights, especially in the context of education, cannot be separated from a concern for culture associated with the language. Language is a means by which people express their cultural identity: *Mahe*, p. 362.
- (c) Minority schools can provide community centres for the promotion and preservation of minority language culture: *Mahe* p. 363; *Manitoba Reference*, p. 855.
- (d) The role of s. 23 is remedial, designed to remedy an existing problem in Canada and, accordingly, it is intended to alter the status quo: *Mahe*, p. 363-365. The right is construed remedially, recognizing previous injustices that have gone unredressed: *Manitoba Reference*, p. 850.
- (e) Section 23 is unusual and provides a different type of legal right. It confers upon a group a right which places positive obligations on government to alter or develop major institutional structures. While courts should be careful in interpreting language rights it does not mean they should avoid implementing the possible novel remedies needed to achieve that purpose: *Mahe*, p. 365. Language rights are of a

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fundamentally different nature than the other rights protected by the Charter. Prudent interpretation of the section is wise: *Manitoba Reference*, pp. 851-852.

- (f) Section 23 provides a "sliding scale" of requirement. Subsection (3)(b) indicates an upper level of a range, where "numbers of children warrant" and the term "instruction" in ss.(3)(a) indicates a lower level. In short, the "sliding scale" approach to s. 23 simply mandates that governments do whatever is practical in the situation to preserve and promote minority language education: *Mahe*, pp. 365-368; *Manitoba Reference*, pp. 850-853.
- (g) While it is often useful to consider the relationship between different sections of the Charter, in the interpretation of s. 23 it is not helpful to refer to s. 15 or s. 27. Section 23 accords two groups, the French and English, special status in comparison to all other linguistic groups in Canada: *Mahe*, p. 369. *Manitoba Reference*, p. 857.
- (h) Section 23 mandates, where the numbers of children warrant, a measure of management and control over facilities and instruction. Where educational facilities are to be provided to assure the realization of s. 23(3)(b) rights, the facilities to be provided must appertain to or be those of the

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linguistic minority: *Mahe*, pp. 369-373; *Manitoba Reference*, p. 854.

- (i) There are inherent problems in mandating specific modalities, given the diversity across Canada. However, to satisfy the purpose of s. 23 it is essential that the minority group have control over those aspects of education which pertain to or have an effect upon their language and culture. The right to tax is not essential to satisfy the concerns of s. 23 but the section guarantees that minority schools shall receive public funds. The measure of management and control may, depending on the numbers of students, warrant an independent school board: *Mahe*, pp. 375-376; *Manitoba Reference*, pp. 860-861.
- (j) Quality of education is an important issue. The specific form of education system provided to the minority need not be identical to that provided to the majority. Funds allocated to the minority language schools must be at least equivalent on a per student basis to the funds allocated to the majority schools. Special circumstances may warrant an allocation for the minority that exceeds the allocation for the majority. Where the maximum level of management and control is warranted, the quality of education provided to the minority should, in principle, be on the basis of equality with the majority and there is an obligation on the Province to make

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the educational services known and accessible: *Mahe*, p.378;
Manitoba Reference pp. 862-863.

- (k) The management and control afforded francophone parents does not preclude provincial regulation. Provinces have an interest in the content and qualitative standards of educational programmes: *Mahe*, p.380, and,
- (l) Parents with s. 23 rights do not possess a right to any particular legislative scheme. It is a right to a certain type of education system. How parents receive the services and powers is not directly in issue in deciding whether they have been accorded their s. 23 rights. However, s. 23 imposes a positive obligation on provincial legislatures to enact precise legislative schemes, without delay, providing for minority language instruction and educational facilities where numbers warrant: *Mahe*, pp.392-393; *Manitoba Reference*, pp. 859-861.

24

Before embarking on the application of these principles to the issues raised in this case it is important to note that the commitment of Canadians to bilingualism and biculturalism gives this country a distinct place in the world's family of nations. The development of any nation is in the historical, social, cultural and political context of its people. From its genesis,

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Canada brings to the world a unique history and culture of cooperation and tolerance. It is rooted in the commitment of French and English people, who had earlier been separated by geography, a history of divisive disputes, language and culture, to live together, to work together and to share the resources of a new nation. Section 23 restates a fundamental part of that commitment relating to language and culture and acknowledges the vision and faith of our nation's pioneers. Our distinct place in the world's family of nations is dependant on governments honouring the commitment entered into more than two centuries ago which has been reaffirmed by this generation of Canadians through the enactment of particular provisions of the *Canadian Charter of Rights and Freedoms*.

25 The Supreme Court has said that "the quality of education provided to the minority should in principle be on the basis of equality with the majority": *Mahe*, p. 378. By those words the Court did not mean that similar treatment was required or intended in order to achieve equality. The remedial aspect of the section acknowledges the need, in some situations, for differential treatment.

26 Equality in this context does not mean or imply special treatment. Special treatment is, as the word implies, treatment that is special and of a particular kind and may result from and

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for a variety of reasons or circumstances. While special treatment may affect outcome, it is not delivered with that in mind. Equality of outcome, envisioned by s. 23, may require differential treatment but it is not special treatment when viewed in the context of outcome. Differential treatment is directly related to the circumstances intended to be addressed. It is remedial in nature, related to outcome, which in the circumstances of this case is a quality of education that is equal to that of the majority.

27 I turn now to the specific items of concern raised by the regulation.

Mandatory Funding

28 The words of s. 7(1) of the Regulation are that "the minister may provide to the Francophone Education Authority a grant." This is to be contrasted with the words of ss. 124 and 125 of *School Act*, where the minister "shall allocate to each board" funds, in a particular manner and way.

29 Counsel for the Province acknowledged the provincial responsibility under s. 23 to provide an educational system for the minority. He argued that in the context of this regulatory scheme, "may" really meant "must". As well, with respect to the use of the word "may", the court should not assume that the minister's

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discretion would be exercised in an unconstitutional manner. *Slaight Communications Inc. v. Davidson*, [1989] S.C.R. 1038, (1989), 59 D.L.R. (4th) 416.

30 The difficulty I have with the argument is in the use of two different words. If the word "may" was intended to mean "must" or "shall" I am unable to understand why the correct word was not used. I have always understood legislative drafting to be an exercise in the precise use of language. Where different words are used one would expect to employ different meanings to those words.

31 In *Mahe*, the Supreme Court enunciated a principle of funding equivalency saying that funds allocated to minority schools should at least be equivalent, on a per student basis, to the funds allocated majority schools: *Mahe*, p. 378. When one keeps in mind the remedial nature of s. 23 and the delays already incurred it may be entirely possible, if not probable, that higher per student costs will be incurred, at least on start up.

32 It is the use of the word "may", the discretion by itself, and not the manner in which the discretion is exercised which makes the choice of words inappropriate. I do not assume the minister would exercise his discretion in an unconstitutional manner. The plaintiffs do not complain that he has done so. However they should not have to wait for an inappropriate use of

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ministerial discretion to challenge a word that in and of itself makes the provision unconstitutional. In my view the use of the word "may" does not meet the constitutional obligation of the Province to provide funding to meet its s. 23 obligations.

Capital Expenditures

33

The Regulation prohibits the Authority from using any money provided by the Province for capital expenses. Money identified as money provided by the federal government may be used for capital expenses but only with the approval of the minister. School boards may incur capital expenditures with the approval of the minister: *School Act*, s. 155. Counsel for the Province concedes there is a difference but he argues that the mere fact of difference does not lead one to conclude that s. 23 has been violated. In his submission, s. 23 does not mandate identical statutory powers. It requires that the minority have control over aspects of education relating to language and culture and ownership of land and buildings does not have a cultural or linguistic component. Finally, in his submission, the plaintiffs would have to demonstrate that the Authority had lesser facilities than that of the majority before it could be said that s. 11(3) of the Regulation was unconstitutional.

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34

There is some confusion as to what is covered by the use of the words, "capital expenses". These words are defined in s. 1 of the *School Act*, as follows:

"capital expenses means,

- (a) expenses incurred by a board under this Act or a former Act for and incidental to the acquisition of assets of a permanent or semi-permanent nature,
- (b) expenses incurred in acquiring and developing sites for school purposes or for use in connection with them,
- (c) expenses incurred in purchasing, constructing, reconstructing, making major alterations to, furnishing and equipping buildings for school purposes or for use in connection with them,
- (d) expenses incurred in acquiring buses and their accessories, and
- (e) contingent and other expenses incurred that are of a capital nature;

35

Counsel for the Province said the above definition applied to capital expenses incurred by a board and was not intended to apply to capital expenses incurred by the Authority. As I understood his argument, the prohibition on capital expenses set out in s. 11 of the Regulation related to the acquisition of land and buildings and not to buses and other items normally viewed as capital expenses. While I accept the assertions of counsel, one is left to wonder why the drafter of the language could not have made that clear. Any ordinary reading would leave one to conclude

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that all capital expenditures of any nature whatsoever, even if not defined, were prohibited.

36

The *School Act*, ss. 114-115, allows a school board to acquire and dispose of land and improvements, in its own name, with ministerial approval. Bearing in mind the need for funding equivalency, it is difficult to see how denying the Authority access to capital funds while allowing such access to the majority can fulfil the constitutional obligation of the Province. In addition, it seem to me that the fact the Authority may only use federal government money for capital expenditure is a clear attempt to shift that responsibility.

37

The Authority is denied the opportunity to share in funds that might be allocated by the Province for education capital expenses and to that extent I conclude the Province has not met the responsibility imposed upon it by s. 23. That is particularly so when one takes into account the fact that the minority may only lease, unless federal funds are provided, while the majority may purchase as well as lease. It seems to me that this lack of flexibility goes to the heart of management and control. Restricting the measure of management and control of the minority fails to meet the obligation of equivalency and equality mandated by s. 23.

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Leasing and the Absence of a Dispute Resolution Mechanism

38 The scheme envisioned by the Regulation is that the Authority would enter into leasing arrangements with the approval of the minister, to meet its accommodation needs: s. 11. The difficulty here lies in the absence of the opportunity to acquire land and improvements in its own name. The fact that it has the ability to enter into leases would not offend s. 23. It is the restriction to that form of tenure which sets it apart.

39 Counsel for the Province said that the Authority was not restricted to entering into leases with school boards and accordingly no dispute resolution mechanism was required. In addition, if school boards attempted to extract a high rental that was a concern, not of the Authority but of the minister who was called upon to approve the lease and ultimately make the lease payments.

40 It seems to me that implies the Authority may have to lease quarters that were not initially designed for the purposes of a school. As well in these times of limited funding it is difficult to imagine an extraordinarily high lease payment not being taken into account in the overall assessment of per student cost. In other words, it is not only the minister that would want to see a low lease payment. In the absence of some mechanism to resolve an impasse in negotiations, the Authority is at the mercy

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of school boards. In my view, that does not afford the authority with the measure of management and control envisioned by s. 23 as explained in *Mahe*. In some respects, it parallels the situation of Edmonton parents who were left, without any protection, to negotiate as best they could with either the Edmonton Roman Catholic Separate School Board or the Edmonton Public School Board.

Primary Legislation or Regulation

41 This issue is at the root of the plaintiffs' complaints. Can the Province fulfil its responsibility under s. 23 by publishing a regulatory scheme as opposed to causing a legislative scheme to be enacted by the Legislative Assembly?

42 Counsel for the Province submits that there is no authority for the proposition that s. 23 requires primary legislation.

43 In *Mahe*, the Supreme Court referred to the "numbers warrant" provision at p. 384 and said, in part:

In my view, the relevant figure for s. 23 purposes is the number of persons who will eventually take advantage of the contemplated programme or facility. It will normally be impossible to know this figure exactly, yet it can be roughly estimated by considering the parameters within which it must fall--the known demand for the service and the total

- 35 -

number of persons who potentially could take advantage of the service.

The numbers warrant provision requires, in general, that two factors are taken into account in determining what s. 23 demands: (1) the services appropriate, in pedagogical terms, for the number of students involved; and (2) the cost of the contemplated services.

44 Precise figures are not available but I have no difficulty in accepting those figures which were set out in the agreed statement of facts and are recorded earlier in this judgment. They are 1991 figures. At that time, 8725 students or 2.4 percent of the total school population in the proposed area, were eligible. The projected enrolment in the proposed area was 3848 students, an enrolment larger than of some current school districts.

45 Mahe, at p. 386, records the fact that in Edmonton at the time of the trial, there were 2,948 citizens whose first language learned and still understood was French and who therefore qualified under s. 23. Those persons had 4,127 children of whom 3,750 were from ages 5 to 19. The existing francophone school had an enrolment of 242 students from kindergarten to Grade 6 with a capacity of 720 students. At the time of the trial there were 315 students in attendance of whom 73 were in the Grades 7 and 8 immersion program. The Court said the following at p. 387:

- 36 -

It seems clear that even at the present level of demand, there are sufficient students to justify in both pedagogical and financial terms the creation of an independent school, such as the one presently existing as well as providing for a continuing course of primary and secondary schooling. A recognition of this fact appeared to be common ground amongst all of the parties involved in this appeal, as well as by both of the Alberta courts.

The Court concluded at p. 389, as follows:

To conclude: the number of minority language students in Edmonton warrants as a minimum the provision of s. 23 rights by way of minority language representation on school boards administering minority language schools in the manner and with the authority above described. These rights are not provided at the present time. The province must enact legislation (and regulations, if necessary) that are in all respects consistent with the provisions of s. 23 of the Charter.

(underlined for emphasis)

Again, at p. 393, the Court said:

Section 23 of the Charter imposes on provincial legislatures the positive obligation of enacting precise legislative schemes providing for minority language instruction and educational facilities where numbers warrant. To date, the legislature of Alberta has failed to discharge that obligation. It must delay no longer in putting into place the appropriate minority language education scheme.

- 37 -

46

At p. 859 of the *Manitoba Reference*, those remarks were repeated. Both *Mahe* and the *Manitoba Reference* are authority for the proposition that where numbers warrant, a province must enact legislation (and regulations if necessary).

47

When I compare the situation in the proposed area with that prevailing in *Mahe* I have no difficulty in concluding that the proposed area presents an urgent and pressing need, not unlike that which existed in Edmonton. Using the "sliding scale" approach mandated by the Supreme Court of Canada in *Mahe*, I have concluded that in this case the numbers warrant the maximum level of management and control necessary to preserve language and culture in the proposed area.

48

In my view the legislature of British Columbia has failed to discharge the obligation imposed by s. 23 of the Charter. Section 5 of the *School Act*, which predates *Mahe*, is not a legislative scheme as contemplated by s. 23 and explained in *Mahe* and the *Manitoba Reference*. As was the case in Alberta and Manitoba, the Legislature of British Columbia can no longer delay putting in place an appropriate minority language education scheme.

49

Apart from what has been said by the Supreme Court of Canada, it is my view that legislation, as opposed to regulation, is the manner in which this constitutional commitment should be

- 38 -

met. Language rights are rights of a fundamentally different nature. Their realization may require creative or innovative measures. The burden of ensuring that the obligations imposed by s. 23 is a burden placed on both the government and the legislature of each province. Provincial legislation provides a measure of security beyond a regulatory scheme. Amending a statute is far more onerous than amending a set of regulations. As well, the presentation of legislation is more likely to ensure a better public understanding of this significant Canadian solution for the protection of language and culture, afforded to both French and English speaking Canadians. With debate in the Legislative Assembly comes the opportunity to advance a better understanding of our national heritage and the unique place it holds in the family of nations.

Delay

50

The plaintiff argues that the Province's failure to enact a legislative scheme "without delay" is a breach of the obligation to "offer, promote and encourage" the use of minority language services and facilities because it has contributed to confusion and uncertainty concerning the role of the Authority. It is unnecessary for me to comment on this aspect of the argument.

51

I have already said that the Province has an obligation to enact appropriate legislation without delay. I have also

- 39 -

pointed out that delay, coupled with the remedial nature of the legislation may result in additional cost, particularly on start up.

The Remedy

52 Concern was expressed that declaring the Regulation *ultra vires* would only aggravate the situation and would, in effect, throw the delivery of francophone education in this Province into chaos. As inadequate as the present situation may be, it must continue until appropriate legislation is in place.

53 I believe the court must fashion a remedy that leaves the Legislative Assembly with the freedom it must have to create a comprehensive legislative scheme to meet the obligations imposed upon it by s. 23. Accordingly, the declarations I make are intended to leave that freedom. There will be declarations, as follows:


- (a) that B.C. Regulation 475/95, Francophone Education Regulation is *ultra vires* the *School Act*, the declaration to take effect upon the enactment of legislation by the Legislative Assembly of British Columbia giving effect to s. 23 of *The Canadian Charter of Rights and Freedoms*;

- 40 -

- (b) that B.C. Regulation 475/95 is to remain in full force and effect pending the enactment of legislation by the Legislative Assembly of British Columbia giving effect to the provision of s. 23 of *The Canadian Charter of Rights and Freedoms* which is to be no later than the last day of the legislative session commencing immediately after the current session of the Legislative Assembly;
- (c) that s. 5 of the *School Act* does not meet the requirements of s. 23 of *The Canadian Charter of Rights and Freedoms*; and,
- (d) that the numbers of children in the proposed area warrant the highest measure of management and control of education programs and facilities contemplated by s. 23.

54

While I express confidence that matters will be resolved at an early date, I will retain jurisdiction in this matter should difficulties arise in that regard.



Nanaimo, British Columbia
August 14, 1996

Author: Roger Farley at JLS7-HULL
Date: 07/05/96 11:30
Priority: Urgent
TO: Hilaire Lemoine
TO: Bob Robertson at VANCOUVER
TO: Therese Laberge at JLS13-HULL
CC: Michele Blais-Chauvin
CC: Janet Jones at VICTORIA
CC: Claire Marquis at JLS9-HULL
CC: Pierre Gaudet
Subject: Gestion scolaire en Colombie-Britannique

----- Message Contents -----

Vendredi le 3 mai, Patrimoine canadien et le Ministère de l'Éducation de la province ont eu une conférence téléphonique pour discuter de la dernière version du texte d'entente proposé par Patrimoine et pour discuter des prochaines étapes.

Avant la conférence téléphonique j'ai eu l'occasion de discuter du dossier avec Martine Galibois-Barss et Michel Francoeur du Ministère de la Justice.

En ce qui concerne le texte de l'entente, la province a accepté la plupart des changements que nous avons proposé dans notre version de la fin avril; version accompagnée de notes en bas de page pour aider à la compréhension du texte. Les principales questions de la province avaient trait aux clauses financières. Nous nous sommes entendus pour que la province nous envoie par écrit les commentaires qu'ils ont (document reçu le 6 mai) et que de notre part nous allons examiner ces propositions et voir dans quelle mesure nous pouvons les accepter. Nous nous sommes engagés à retourner une nouvelle version dans la semaine du 13 mai.

En ce qui concerne les prochaines étapes, Peter Owen nous a informé qu'une fois que les fonctionnaires accepteraient le texte de l'entente, le Ministère de l'Éducation devra le soumettre au Conseil du Trésor. Étant donné les élections, la prochaine réunion du Conseil du Trésor n'aura pas lieu avant la mi-juin.

J'ai aussi soulevé la question de la consultation avec les parents en réitérant que le gouvernement fédéral doit avoir l'assurance que l'entente qui sera signée sera acceptable aux parents (lettre du Ministre du Patrimoine au ministre de l'Éducation en août 1995). Nous devons assurer notre ministre que le gouvernement agit en fonction de l'intérêt des parents.

Sur ce point Peter a mentionné qu'il allait parler à Martine pour voir quel type de consultation il était pour avoir avec les parents. Il a mentionné la possibilité d'une consultation confidentielle avec le bureau de direction de l'Association des parents avant les élections. Si la consultation devait être plus large, elle aura certainement lieu après les élections et peut être même après le procès.

Donc, même si nous finalisons le texte rapidement et qu'il y ait consultation rapidement, le plus tôt que l'on peut envisager signer serait après la mi-juin.

En ce qui concerne le budget, Peter Owen nous a informé qu'un consultant travaillait à l'élaboration d'un budget pour le nouveau conseil scolaire. Il nous a informé que nous ne verrions rien tant que les discussions entre le ministère de l'Éducation et le conseil scolaire seront plus avancées (fin mai?).

J'ai rediscuté du dossier ce matin avec Michel Francoeur et il est d'avis que le gouvernement fédéral, pour éviter d'endosser la position de la province, devrait attendre après le procès pour signer une entente et, préférablement attendre la décision de la cour. On ne peut à ce moment-ci dire combien de temps le juge prendra pour rendre son jugement; ça peut être assez vite ou prendre plusieurs semaines.

Donc, tout comptes faits, il semble plus probable que nous ne seront pas en mesure de signer en juin.

Roger Farley

8140-6-96

1

CANADIAN HERITAGE

26-05-08

**CANADA - BRITISH COLUMBIA SPECIAL AGREEMENT FOR THE IMPLEMENTATION
OF FRANCOPHONE SCHOOLS GOVERNANCE**

THIS SPECIAL AGREEMENT was made this _____ day of _____ 1996.

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

AND: THE GOVERNMENT OF BRITISH COLUMBIA, hereinafter referred to as
"British Columbia", represented by the Minister of Education, Skills and Training
of British Columbia.

WHEREAS the Canadian Constitution and in particular the *Canadian charter of Rights and Freedoms* as well as the *Official Languages Act* recognize English and French as the official languages of Canada, and that the Government of Canada recognizes its responsibilities and undertakings with respect to those languages;

WHEREAS education, as a provincial jurisdiction, requires that British Columbia determine the objectives, outline the contents, identify the priorities and make the evaluation of its programs in French minority-language education;

WHEREAS Section 23 of the *Canadian Charter of Rights and Freedoms* recognizes the right of Canadian citizens belonging to the English or French-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 Minister of Canadian Heritage, to whom were transferred the responsibilities of the Secretary of State, has the mandate, in accordance with the *Official Languages Act*, to encourage and assist provincial governments to offer to members of the official language minority communities education in their own language;

WHEREAS Canada has approved a series of special measures aimed at enhancing the official language minorities' access to school governance and post-secondary education for the French-speaking minorities in this country;

AND WHEREAS British Columbia recognizes that the concept of additional costs, as acknowledged in the Protocol, is an important underlying premise to Canada in its financial support;

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

1. OBJECTIVE

- 1.1 The objective of this Special Agreement is to establish a framework for cooperation between Canada and British Columbia, including the provision of financial assistance by Canada to British Columbia, for the implementation of Francophone Schools' governance in accordance with Section 23 of the *Canadian Charter of Rights and Freedoms*.

2. INTERPRETATION

- 2.1 In this Special Agreement,

"eligible expenses" means any additional expenses incurred by British Columbia, during a fiscal year for :

- Francophone education,
- the establishment and operation of Francophone Schools,
- any Francophone Education Authority or any other Francophone School governance structure,

where the expenditure is related to one or more of the following categories:

- (a) Start up Governance Costs, which includes, but is not limited to the following:
- (i) Meeting with parents
 - (ii) Communications
 - (iii) Start up administration
 - (iv) Negotiations with Boards
 - (v) Travel

- (b) Language Upgrading, which includes, but is not limited to the following:
 - (i) Curriculum Development
 - (ii) Assessment
 - (iii) Evaluation and Examinations
 - (iv) Mesures d'accueil
- (c) Operating Costs Associated with the Operation of any Francophone Education Authority, which includes, but is not limited to the following:
 - (i) Support for small schools
 - (ii) Fixed costs of special needs students
 - (iii) Administration costs of schools and authority
 - (iv) Reasonable Transportation neighbourhood education
- (d) Costs associated with leasing, or licensing the use of land and facilities and costs associated with the maintenance and renovation of land and facilities, or
- (e) Costs of ensuring Francophone Students have access to Francophone Schools which includes, but is not limited to transportation costs, boarding allowances and other costs to enable Francophone students to attend Francophone schools.

"Francophone Education Authority" means a Francophone Education Authority established pursuant to the Francophone Education Regulation, BC Reg. 457/95 or other Francophone School governance structure;

"Francophone School" means an education institution that is operated for the purpose of providing an educational program to children whose parents have rights under Section 23 of the *Canadian Charter of Rights and Freedom*;

"fiscal year" means a period commencing on April 1st and ending on the following March 31th;

"term" means the period described in Clause 15.1.

3. CALCULATION OF AMOUNT OF CONTRIBUTION

- 3.1** Subject to Clause 4.1, Canada agrees to provide financial assistance to British Columbia for each fiscal year that equals the lesser of the amount of Canada's approved contribution and 50% of the eligible expenses expended by British Columbia during that fiscal year, under the annual budget.
- 3.2** Canada agrees to provide financial assistance at the times and in the manner set out in this Special Agreement for the purpose of supporting British Columbia in paying eligible expenses.

4. MAXIMUM AMOUNT OF THE CONTRIBUTION

- 4.1** Subject to the appropriation of funds by Parliament, to the maintenance of current and forecasted budget levels of the OLE Program and the provisions of this Special Agreement, Canada agrees to contribute an amount not to exceed ten and a half million dollars (\$10,500,000) over a three-year period from the fiscal year 1996-97 to the fiscal year 1998-99, toward the eligible expenses incurred by British Columbia. The maximum contribution will be as follows :

1996-97	\$3 million
1997-98	\$3.7 million
1998-99	\$3.8 million

5. BRITISH COLUMBIA'S OBLIGATIONS

- 5.1** British Columbia agrees:
- (a) to ensure that the financial assistance received by British Columbia under this Special Agreement will be applied only for eligible expenses;
 - (b) that British Columbia will fund the Francophone Education Authority in a manner similar to the funding allocations established for public schools by British Columbia;
 - (c) British Columbia will be solely responsible for expenditures referred to in Clause 2.1 (4).

6. PAYMENTS

- 6.1** With regards to Canada's contributions to British Columbia for the initiatives described in Clauses 2.1(a), 2.1(b), 2.1(c) and 2.1(e), for each of the three fiscal years of this Special Agreement, payments shall be made to British Columbia as follows.
- a) a first payment representing 50% of Canada's contribution approved for the current fiscal year, will be made within sixty days following receipt and acceptance of British Columbia's annual budget by the Minister;
 - b) a second and final payment not exceeding the balance of Canada's contribution approved for the current fiscal year will be made on or about March 31st of the current year upon receipt and acceptance by the Minister of :
 - (i) Certified interim statement of expenditures for the current year providing details of actual expenditures incurred by British Columbia for the period ending January 31st of the current fiscal year as well as forecasts of anticipated expenditures for the period ending March 31st of the current fiscal year ; and
 - (ii) Certified final statements of expenditures for the fiscal year ending March 3rd of the previous fiscal year, when applicable..
- 6.2** Payments to be made by Canada to British Columbia pursuant to this Special Agreement shall be made within 30 working days after the receipt and acceptance of the documents mentioned in Clause 6.1 provided that the date in the said documents is consistent with the terms and conditions of this Special Agreement and that British Columbia has addressed any questions raised by the Minister.

7. ANNUAL BUDGET

- 7.1** Canada and British Columbia agree that there shall be annual Budget to this Special Agreement, which will present, for each of the categories mentioned in Clause 2 of this Special Agreement, British Columbia's forecasted costs and Canada's approved contributions towards these costs with the expenditure categories included in each of the annual expenditure budget approved for each of the categories.

7.2 Each Schedule attached to this Special Agreement is an integral part of this Special Agreement as if set out at length in the body of this Special Agreement.

8. SURPLUS

8.1 In the event that payments made to British Columbia under this Special Agreement exceed the amounts to which British Columbia is entitled in accordance with this Special Agreement, any such surplus is payable forthwith to Canada. Where any surplus payable has not been repaid, an amount equal to the surplus may be retained by Canada from such contribution payments subsequently payable to British Columbia.

9. MANAGEMENT

9.1 Canada and British Columbia will designate lead officials for purposes of management of this Special Agreement.

10. INFORMATION ON COSTS

10.1 Canada and British Columbia agree that they must be in a position to assure Parliament and the provincial legislature and the general public that the financial assistance from Canada to British Columbia is used in accordance with this Special Agreement. To this end, British Columbia agrees to provide annually to Canada, sufficient information to show that Canada's contribution have been utilized for the purpose specified in this Special Agreement.

11. ACCOUNTS AND FINANCIAL STATEMENTS

11.1 Canada reserves the right to undertake, or cause to have undertaken, a financial audit of the accounts and records of British Columbia concerning the provisions of this Special Agreement to ensure compliance with the provisions of this Special Agreement, and British Columbia shall make available to such auditors any records, documents and information including all invoices, receipts and vouchers that the auditors may require. For the purposes of this Special Agreement, British Columbia shall keep all financial accounts and vouchers and other records for a period of at least three years after the expiry to the Special Agreement. The scope, coverage and timing of such financial audits shall be as determined by Canada and if conducted may be carried out by officials of the Department of Canadian Heritage or their agent(s).

- 11.2** Canada agrees to inform British Columbia of the results of any financial audit, and to pay to British Columbia as soon as possible after the completion of the audit, any moneys which the audit may show to be then due and owing to British Columbia. British Columbia agrees to pay to Canada, on being informed of the results of such financial audit, any monies which the audit may show to be then due and owing to Canada .
- 11.3** In addition to the financial statements mentioned in Clause 6.1, British Columbia must submit to Canada a final certified statement for 1998-1999 within six months of the end of that fiscal year.
- 11.4** For the purposes of this Special Agreement, the financial statements mentioned in Clause 6.1 refer to statements of expenditures incurred by British Columbia presenting detailed expenditures by expenditure category in the annual budget of that fiscal year.
- 11.5** For the purpose of this Special Agreement, the financial statements provided to Canada by British Columbia shall be certified by a senior program officer and by a senior financial officer, both of whom shall be duly authorized by British Columbia and accepted by Canada.

12. PUBLIC ACKNOWLEDGEMENT

- 12.1** British Columbia agrees to acknowledge Canada's contributions in all of its publicity pertaining to Francophone Schools governance programs and activities benefiting from Canada's support. For the purposes of this Special Agreement, examples of such publicity include but need not be limited to: official openings, press releases, reports of government departments or agencies; correspondence with education institutions.
- 12.2** British Columbia also agrees to take all reasonable measures to have all recipients of Canada's support (e.g. Francophone Schools and Francophone Education Authority) agree to acknowledge, where appropriate, Canada's contribution in publicity pertaining to Francophone Schools governance programs and activities benefiting from Canada's support.
- 12.3** Canada and British Columbia agree that the text of this Special Agreement, including its annual Appendices, shall be made available to all provincial and territorial governments and to the Canadian public.

13. LIMITATIONS OF THE SPECIAL AGREEMENT

13.1 The parties acknowledge that this Special Agreement does not constitute an association for the purpose of establishing a partnership or joint venture and does not create an agency relationship between the Minister and British Columbia.

14. FUNDS

14.1 The financial assistance provided under this Special Agreement is over and above Canada's and British Columbia's regular contributions pursuant to an Official Languages in Education Bilateral Agreement or any other similar agreement between Canada and British Columbia for French-language education.

15. DURATION

15.1 The term of this Special will, notwithstanding the actual date of execution and delivery of this Special Agreement, be deemed to commence on April 1, 1996 and will end on March 31, 1999. Six months before the expiration of the Special Agreement, Canada and British Columbia will meet to discuss their future collaboration pursuant to an Official in Education Bilateral Agreement or any other similar agreement between Canada and British Columbia for French-language education to ensure the viability of the education system of the minority in accordance with the terms and conditions of Section 23 of the Canadian Charter of Rights and Freedoms.

16. METHOD OF AMENDMENT

16.1 This Special Agreement may be amended with the written consent of both parties or any persons duly authorized to act on their behalf.

17. DELAY

17.1 No failure or delay on the part of either party to complain of an act or failure of the other party or to declare such other party in default, irrespective of how long such act or failure to act shall continue will constitute a waiver by such party of its rights hereunder.

18. NOTICE

- 18.1** Any notice, document, statement, report, demand or payment desired or required to be given or made pursuant to this Special Agreement will be in writing and may be given or made if delivered personally to the party to who it is to be given or made, or if mailed in Canada with postage prepaid addressed,

If to the Province:

Minister of Education, Skills and Training
Parliament Building
Victoria, British Columbia
V8V 1X4

Attention: NAME

And if to Canada

NAME
ADDRESS
CITY, British Columbia/Ontario
POSTAL-CODE

Attention: NAME

19. RECEIPT

- 19.1** Any such notice, document, statement, report, demand or payment to mailed will be deemed to be given to and received by the addressee on the fifth business day after the mailing of the same except in the event of disruption of postal services in Canada in which case any such notice, document, statement, report, demand or payment will be deemed to be given to and received by the addressee when actually delivered to the particular address set out above.

20. CHANGE OF ADDRESSES

- 20.1** Either party may, from time to time, advise the other by notice in writing of any change of address of the party giving such notice and from and after the giving of

such notice the address therein specified will, for purposes of this paragraph, be deemed to be the address of the party giving such notice.

21. GOVERNING LAW

21.1 This Special Agreement will be construed in accordance with the laws of the Province of British Columbia.

22. TIME

22.1 Time will be of the essence of this Special Agreement.

23. GENDER

23.1 In this Special Agreement "person" includes a corporation, firm or association and wherever the singular or masculine is used it will be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context or the parties so require.

24.

24.1 Unless the context otherwise indicates any reference to "this Special Agreement" means this instrument and all of the annual Budget attached to it and any reference to any paragraph or subparagraph by number is a reference to the appropriate paragraph or subparagraph in this Special Agreement.

25.

25.1 Wherever in this Special Agreement any option or discretion is conferred upon the British Columbia or British Columbia is authorized or empowered to do, perform or consent to any act, matter or thing, such option or discretion may be exercised or such act, matter or thing may be done, performed or consented to on behalf of British Columbia by the Minister of Education, Skills and Training, any person designated or authorized by the Minister may exercise such option or discretion or do, perform or consent to such act, matter or thing.

26. READINGS

26.1 The headings or captions in this Special Agreement are inserted for convenience only and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Special Agreement.

27. SEVERABILITY

27.1 If any provision of this Special Agreement or the application thereof to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Special Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.

28. CURRENCY

28.1 All dollar amounts expressed in this Special Agreement refer to lawful currency of Canada.

29. WAIVER

29.1 No consent or waiver, expressed or implied by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party hereunder.

**IN WITNESS WHEREOF the parties have executed this Special Agreement on the day
and year first above written.**

IN THE PRESENCE OF:

GOVERNMENT OF CANADA

GOVERNMENT OF BRITISH COLUMBIA

Minister of Canadian Heritage

Minister of Education, Skills and Training

Witness

Witness

To: Michel Francoeur

Fax: 952-4137

From: Michael O'Keefe

Date: June 4, 1996

Pages: Two, including cover sheet.

Michel:

These are our written comments on the factum as promised, give me a call if you have any questions or they require clarification.

Michael

fax

FEDERAL FACTUM - SCHOOL GOVERNANCE IN B.C.

- The conclusion should be strengthened to reflect some of the key objectives of s.23 in relation to the proposed "authority" as reflected in the body of the factum. The court needs to be provided with a sense of the vision behind s.23 and its importance to the survival of minority language communities. In particular, the Mahé principles could be restated in the light of the restrictive aspects of the proposed authority's powers (i.e. the issues raised in paragraphs 40, 50, 62 and 74).
- While the importance of the historic context of the individual province is highlighted, it would be helpful to give a sense as to how B.C. compares to other provinces in this regard. The text presents B.C. as falling between Manitoba and Alberta in terms of number. Statistics Canada report 14,035 children with education rights in B.C. compared to 14,965 in Manitoba (behind Ontario, New Brunswick and Alberta)
- On the question of funding, the equality of the educational outcomes should be the focus. The principle seems to be, at least equal funding, but if necessary more funding than the majority system could be required. We should be more

From the desk of...

Michael O'Keefe
Chief, Policy and Research
Official Languages/ Canadian Heritage
15 Eddy Street
Ottawa, Ontario
K1A 0M5

(819) 994-5936
Fax: (819) 953-9353

- **We should invite the court to consider whether this new school authority has appropriate powers given the objectives of s. 23. The discretionary nature of the funding which the province would supply and limiting it to having to lease facilities raises issues regarding the eventual independence of the school authority. The factum already talks about the importance of independence of minority language system and this could be linked to the issue of funding.**
- **Education is an exclusive provincial responsibility. The limits on capital spending to that provided by the federal government is bizarre and suggests the province may be acting in bad faith. This will place our program in a difficult position when negotiating with B.C. Primary provincial responsibility should be emphasised. As proposed capital spending by the "authority" would require the consent of both senior levels of government, this would seem to run contrary to the principle of parental control and independence.**
- **Given that we are essentially siding with the province on the first two issues we might want to be a little stronger in the tone we use in relation to the last two issues. In any event, there are already several legitimate questions raised in the factum regarding the B.C. approach.**

c.c. Hilaire Lemoine
Pierre Gaudet
Roger Farley ✓

8140-6-96
Chosen

Minister
of Canadian Heritage



Ministre
du Patrimoine canadien

Ottawa, Canada K1A 0M5

The Honourable Art Charbonneau
Minister of Education
Government of British Columbia
Parliament Buildings
Victoria, British Columbia
V8V 1X4

AUG 14 1995

Dear Mr. Charbonneau:

I am writing concerning the announcement made by your government, on July 28, regarding the creation of a Francophone Education Authority for British Columbia.

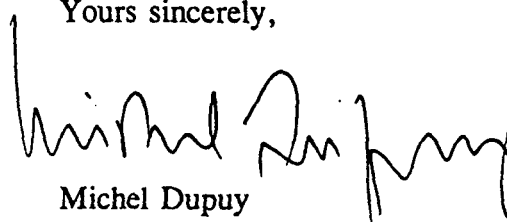
As you know, the question of French school governance in your province is of great importance to the Government of Canada. You will recall that Prime Minister Chrétien raised the issue with your Premier last January. I am therefore very pleased to learn that your government has taken steps towards resolving this matter by proposing a model of school governance to the francophone community.

As I mentioned to you in our last meeting, the federal government is prepared to work closely with your government to make French school governance a reality in British Columbia. It is understood that the parents' participation in this initiative is essential to its success.

I have asked Mr. Orest Kruhlak, Regional Executive Director, Pacific and Yukon Region, of my Department, to contact your officials in order to resume our discussions concerning the participation of my Department in the establishment of a governance structure.

I look forward to the results of our joint efforts on behalf of the francophone community of British Columbia.

Yours sincerely,


Michel Dupuy

Canada

8140-4-96

Author: Roger Farley at JLS7-HULL
Date: 10/04/96 08:10
Priority: Normal
TO: Bob Robertson at VANCOUVER
CC: Hilaire Lemoine
CC: Michele Blais-Chauvin
Subject: Francophone school governance

----- Message Contents -----

I spoke yesterday to Peter Owen as promised in my covering note to the fax I sent to him on Thursday April 4.

He was pleased with the fact that I sent a version with footnotes and copy of agreements signed with British Columbia. He mentioned that it will certainly help understanding the Federal government's rationale for the proposed changes in the text.

He sent the document to the Ministry of Justice and to his Finance Branch for their review and asked to have a feedback as soon as possible. He should call me back early next week to let me know where they are in their analysis of the new version. He seemed optimistic and think that it would be possible to signed early June.

Roger

8140-6-96

FEDERAL FACTUM - SCHOOL GOVERNANCE IN B.C.

- Federal factum does not take sides. The federal role is that of friend of the court;
- While the importance of the historic context of the individual province is highlighted, why is no sense is given as to how B.C. compares to other provinces in this regard.
- The text presents B.C. as falling between Manitoba and Alberta in terms of number. Statistics Canada report 14,035 children with education rights in B.C. compared to 14,965 in Manitoba (behind Ontario, New Brunswick and Alberta) Should we not be clear we see this community as very similar to Manitoba in size.
- On the question of funding the equality of the educational outcome should be the focus, not the funding.
- We should invite the court to consider whether this new school authority has appropriate powers given the objectives of s. 23
- The discretionary nature of the funding which the province would supply raises issues regarding the eventual independence of the school authority. Factum should strongly link the issue of funding and independence.
- Same issue should be raised with regard to leasing limits
- Education in an exclusive provincial responsibility the limits on capital spending to that provide by the federal government is bizarre and suggest the province may be acting in bad faith.

MEMORANDUM/NOTE DE SERVICE

File number - Numéro de dossier

Date

28 mai 1996

Telephone / FAX - Téléphone / Télécopieur

941-4037/952-4137

TO/DEST:

Diffusion

FROM/ORIG.:

Michel Francoeur, Avocat-conseil p.i.
Groupe du droit des langues officielles
Section des droits de la personne

SUBJECT/OBJET:

Mémoire du Procureur général du Canada dans l'affaire
Association des parents francophones de la Colombie-
Britannique (art. 23 de la Charte)

Comments/Remarques

Vous trouverez ci-joint une copie de l'ébauche de mémoire du P.-G du Canada dans l'affaire mentionnée en rubrique. Ce mémoire sera à l'ordre du jour de la prochaine réunion du Comité des litiges du Ministère de la Justice, qui aura lieu le 4 juin 1996, et sera ensuite déposé à la Cour au plus tard le 10 juin 1996.


Si vous avez des commentaires ou des questions concernant le mémoire, n'hésitez pas à communiquer avec le soussigné au plus tard le 3 juin 1996.

Merci de votre collaboration.


Michel Francoeur

p.j.

Diffusion:

Beverley Wilton
Louise Rocque
Gérard Finn
Hilaire Lemoine 

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EBAUCHÉ

No. A890762
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

L'ASSOCIATION DES PARENTS FRANCOPHONES DE LA COLOMBIE-BRITANNIQUE, LA FÉDÉRATION DES FRANCOPHONES DE LA COLOMBIE-BRITANNIQUE, AND PIERRETTE LARRIVÉE WOODS, DANIEL LE SCIELLER, LOUIS BRIÈRE, DEIRDRE WARD-FOGARTY, MICHEL LEROUX, DIANE DUPUIS, ON BEHALF OF THEMSELVES AND ALL OTHER PERSONS RESIDING IN THE VANCOUVER/LOWER MAINLAND AND VICTORIA REGIONS HAVING FRENCH LANGUAGE EDUCATIONAL RIGHTS PURSUANT TO S. 23 OF THE CANADIAN CHARTER OF RIGHTS AND FREEDOMS, BEING PART I OF THE CONSTITUTION ACT, 1982, S.C. 1982

Plaintiffs

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA

AND:

THE MINISTER OF EDUCATION OF THE PROVINCE OF
BRITISH COLUMBIA

AND:

THE ATTORNEY GENERAL OF THE PROVINCE OF
BRITISH COLUMBIA

Defendants

AND:

THE COMMISSIONER OF OFFICIAL LANGUAGES

AND:

THE ATTORNEY GENERAL OF CANADA

Interveners

Chamber's Brief of the
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I. NATURE OF ACTION

1. Pursuant to sections 23 and 24(1) of the *Canadian Charter of Rights and Freedoms* (hereinafter, the "*Charter*"), the Plaintiffs ask this Honourable Court to declare that the number of Francophone students in the Vancouver/Lower Mainland and Victoria regions of the province of British Columbia is sufficient to warrant, out of public funds, the provision of primary and secondary French minority language instruction in facilities managed and controlled by the Francophone minority.

- *Canadian Charter of Rights and Freedoms*, Part I of the *Constitution Act*, 1982, being Schedule B to the *Canada Act 1982* (U.K.), 1982, c. 11, ss. 23 and 24(1).

2. In addition, pursuant to ss. 23 and 24(1) of the *Charter*, the Plaintiffs ask this Honourable Court to declare that in the regions mentioned above, they are entitled to have their children educated in facilities - and to powers of management and control thereof - at least equivalent to those of the school boards of the majority.

3. On that basis, the Plaintiffs ask this Honourable Court to declare that the *School Act* and the *Francophone Education Regulation* are inconsistent with s. 23 of the *Charter*, and therefore of no force and effect pursuant to s. 52 of the *Constitution Act*, 1982.

- *Constitution Act*, 1982, *supra*, s. 52;
- *Francophone Education Regulation*, made by Order-in-council 1345, B.C. Reg. 457/95, B.C. Gazette, Vol. 38, No. 23 (hereinafter, the "*Regulation*");
- *School Act*, R.S.B.C. 1979 c-375.1.

4. The Plaintiffs further ask this Honourable Court, pursuant to s. 24(1) of the *Charter* and ss. 40, 182 and 190 of the *School Act*, to order the Defendants to create a French Language School District and a French Language School Board or Boards; to make provision for, and to transfer such human and material (moveable and immovable) resources to establish, administer and operate the French Language District and School Board(s); to

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appropriate public funds in an amount not less than \$1.5 million for the implementation costs of the French Language District, and a further amount of not less than \$8,633 per projected pupil per year for the basic operational costs of the French Language School District and its programs; to enact legislation guaranteeing the Francophone School District's right to mandatory funding for operating and capital expenses, equivalent to the funding provided to the public school districts; to cause an election of Trustees of the French Language School District amongst eligible parents under s. 23 of the *Charter*, and to establish matriculation requirements for the French Language School District.

5. Furthermore, the Plaintiffs ask this Honourable Court, pursuant to s. 24(1) of the *Charter*, to declare that the *School Act*, its amendments, regulations, orders in council and ministerial orders will have temporary validity until an appropriate legislative scheme is adopted to ensure the implementation of and give full force and effect to the rights of the Plaintiffs under s. 23 of the *Charter*.

6. Finally, pursuant to s. 24(1) of the *Charter*, the Plaintiffs ask this Honourable Court to order that the Defendants establish a charitable purpose trust of \$4,000,000 for the benefit of the persons who reside in the regions of Vancouver/Lower Mainland and Victoria and whose s. 23 rights have been — and continue to be — infringed by the Defendants. This trust would be established for the purpose of restoring, preserving and promoting cultural and linguistic rights and heritage of the persons mentioned above.

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II. INTERVENTION OF THE ATTORNEY GENERAL OF CANADA

7. On May 16, 1995, the A.G. of Canada sought leave to intervene in this case before this Honourable Court, and was granted same by the Honourable Mr. Justice MacDonald.

- Order of the Honourable Mr. Justice MacDonald, dated May 16, 1995.

8. In the affidavit supporting the motion to intervene of the Attorney General of Canada, it is said that the Attorney General of Canada will not adduce evidence nor necessarily support the position taken by any given party, as the Attorney General of Canada rather wishes to act as an *amicus curiae* and call the attention of the Court to several important points of law that could otherwise not be considered.

- Affidavit of Michel Francoeur, April 20, 1995, at par. 10.

9. The submissions of the Attorney General of Canada in this case are consequently made to assist the Court in the interpretation of the broad principles which form the basis of s. 23 of the *Charter*, as enunciated by the Supreme Court of Canada in the cases of *Mahe v. Alberta*, [1990] 1 S.C.R. 342 and *Reference Re Public Schools Act (Man.)*, [1993] 1 S.C.R. 839.

10. However, the A.G. of Canada does not take any particular position with regard to the consistence or inconsistency of the *School Act* and the *Francophone Education Regulation* with s. 23 of the *Charter*.

III. ISSUES AT BAR

11. The general issue at bar is whether the *School Act*, the *Regulation* and the Authority it establishes are consistent with the requirements of section 23 of the *Charter*, as developed by the Supreme Court of Canada. More specifically, four sub-issues are raised by the Plaintiffs:

- (a) Can s. 23 of the *Charter* be implemented by provincial authorities through delegated (or secondary) legislation, or can only primary legislation ensure compliance with the requirements of s. 23 ?
- (b) Does the high end of the sliding-scale criteria of s. 23 require the systematic establishment of a management organisation identical to those of the linguistic majority?
- (c) Under s. 23 of the *Charter*, must the legislative scheme expressly state that provincial authorities have the duty to provide funding at least equivalent to that of the majority school boards and schools?
- (d) Does the high end of the sliding-scale criteria of s. 23 guarantee a right to property and capital expenditures?

IV. FACTS

12. The Attorney General of Canada does not take issues with the facts as agreed to between the Plaintiffs and the Defendants in the Agreed Statement of Facts.

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V. LAW

A) RELEVANT CONSTITUTIONAL, STATUTORY AND REGULATORY PROVISIONS

13. The issues at bar refer to section 23 of the *Charter*, which reads as follows:

23.(1) Citizens of Canada

(a) whose first language learned and still understood is that of the English or French linguistic minority population of the province in which they reside, or

(b) who have received their primary school instruction in Canada in English or French and reside in a province where the language in which they received that instruction is the language of the English or French linguistic minority population of the province,

have the right to have their children receive primary and secondary school instruction in that language in that province.

(2) Citizens of Canada of whom any child has received or is receiving primary or secondary school instruction in English or French in Canada, have the right to have all their children receive primary and secondary school instruction in the same language.

(3) The right of citizens of Canada under subsections (1) and (2) to have their children receive primary and secondary school instruction in the language of the English or French linguistic minority population of a province

(a) applies wherever in the province the number of children of citizens who have such a right is sufficient to warrant the provision to them out of public funds of minority language instruction; and

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- (b) includes, where the number of those children so warrants, the right to have them receive that instruction in minority language educational facilities provided out of public funds.

14. The issues to be decided also refer to section 5 of the *School Act*, which reads as follows:

5.(1) Every student is entitled to receive an educational program that is provided in the English language.

(2) Students whose parents have the right under section 23 of the *Canadian Charter of Rights and Freedoms* to have their children receive instruction in a language other than English are entitled to receive that instruction.

(3) Subject to the approval of the minister, a board may permit an educational program to be provided in a language other than as provided under subsections (1) and (2).

(4) The Lieutenant Governor in Council may make regulations

- (a) respecting the provision of educational programs in languages other than English,
- (b) to give effect to section 23 of the *Canadian Charter of Rights and Freedoms*, and
- (c) determining the manner in which a power, duty or function of a board may be performed or exercised under this Act with respect to students referred to in subsection (2),

and may make different regulations for different circumstances.

15. Finally, the issues to be decided refer to the *Francophone Education Regulation*; the key provisions of the *Regulation* (ss. 2(1), 3(1), 4(1), 7(1) to (3) and 11(1) to (4)) read as follow:

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- 2.(1) There is established as a Francophone Education Authority a corporation known as the Autorité Scolaire with the articles set out in Schedule B.
- 3.(1) Subject to this regulation and the enactments referred to in section 17, a Francophone Education Authority has the exclusive right to provide a Francophone educational program to eligible students resident in the prescribed area over which it has jurisdiction.
- 4.(1) Subject to this regulation and the enactment referred to in section 17, a Francophone Education Authority must make available a Francophone educational program to all eligible students resident in its prescribed area who enrol in a Francophone educational program provided by the Francophone Education Authority.
- 7.(1) Subject to an appropriation being made by the Legislature, the minister may provide to a Francophone Education Authority a grant, determined by the minister, for one or more of the following:
 - (a) the establishment, maintenance and operation of the Francophone Education Authority;
 - (b) the maintenance and operation of one or more Francophone schools;
 - (c) the delivery and support of Francophone educational programs.
- 7.(2) The minister must by grant provide to a Francophone Education Authority that portion of the money provided for the Francophone Education Authority by the federal government that is identified as being for capital expenditures of the Francophone Education Authority.
- 7.(3) A Francophone Education Authority that receives money under subsection (1) must budget, spend and account for that money in accordance with any directions of the minister provided to the Francophone Education Authority.
- 11.(1) A Francophone Education Authority may, for educational purposes, including the provision of housing accommodation for eligible students or employees, Francophone Education Authority offices and outdoor activities,
 - (a) with the approval of the minister, lease, as lessee, land or land and improvements within or outside of its prescribed area, and
 - (b) subject to the orders of the minister and with the approval of the minister, dispose of a leasehold interest referred to in paragraph (a).

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- (2) A Francophone Education Authority, with the minister's prior approval may enter into an agreement with municipalities or regional districts that are located in or located in part of the Francophone Education Authority's prescribed area or with boards for school districts that are located in the Francophone Education Authority's prescribed area or with other persons for
 - (a) the maintenance, operation or joint use of facilities, or
 - (b) contribution to the cost of the maintenance or operation of facilities for the joint use of those facilities by the Francophone Education Authority and one or more of the following that are located in or located in part of the Francophone Education Authority's prescribed area:
 - (i) a municipality;
 - (ii) a regional district;
 - (iii) a board.
- (3) A Francophone Education Authority must not use for a capital expense any money provided to it by the government, other than money identified by the minister as being money provided by the federal government for capital expenses.
- (4) A Francophone Education Authority must obtain the approval of the minister before
 - (a) acquiring land or improvements with the money provided to it for capital expenses under subsection (3), and
 - (b) disposing of any land or improvements as required.

B) PURPOSE OF S. 23 OF THE CHARTER

16. In the unanimous decisions of *Mahé v. Alberta*, *supra*, and *Reference Re Public Schools Act (Man.)*, *supra*, the Supreme Court of Canada has expressed the broad principles which form the basis for the application of section 23 of the *Charter*. More specifically, the importance of section 23 in Canadian law and society was underlined as it relates to the linguistic duality of the country.

Section 23 is one component in Canada's constitutional protection of the official languages. The section is especially

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important in this regard, however, because of the vital role of education in preserving and encouraging linguistic and cultural vitality. It thus represents a linchpin in this nation's commitment to the values of bilingualism and biculturalism.

- *Mahé v. Alberta, supra*, at 350.

17. Furthermore, the general purpose of s. 23 of the *Charter* was defined by the Supreme Court of Canada as the preservation and promotion of both official languages and their respective cultures, by assuring that each language flourishes, as far as possible, in provinces where it is not spoken by the majority of the population: to achieve this goal, s. 23 grants minority language educational rights to minority language parents throughout Canada.

- *Mahé v. Alberta, supra*, at 362;

- *Reference Re Public Schools Act (Man.)*, *supra*, at 849.

C) GENERAL INTERPRETATIVE PRINCIPLES

18. Given the nature of s. 23 and the novel form of legal right that it provides, the Supreme Court of Canada has outlined several interpretative guidelines for the purpose of defining the rights guaranteed by this section. Firstly, a purposive approach should be taken by the courts when interpreting these educational rights.

Therefore, in accordance with the purpose of the right as defined in *Mahe*, the answers to the questions should ideally be guided by that which will most effectively encourage the flourishing and preservation of the French-language minority in the province.

- *Reference Re Public Schools Act (Man.)*, *supra*, at 850.

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19. Secondly, section 23 has a remedial nature which aims at correcting a situation of previous injustices which has existed in Canada and that requires the entrenchment of protection for minority language rights.

- *Reference Re Public Schools Act (Man.)*, *supra*, at 850;
- *Mahé v. Alberta*, *supra*, at 363-364.

20. Thirdly, the historical context of language and culture remains relevant in the interpretation and application of s. 23 in various situations, in order to be sensitive and aware of the unique blend of linguistic dynamics that have developed in each province.

- *Reference Re Public Schools Act (Man.)*, *supra*, at 851.

21. Finally, s. 23 should not be given a particularly narrow construction. This provision forms a new kind of legal guarantee, and even if it is wise to be prudent in the interpretation of language rights,

[...] this does not mean that courts should not "breathe life" into the expressed purpose of the section, or avoid implementing the possibly novel remedies needed to achieve that purpose.

- *Mahé v. Alberta*, *supra*, p. 365; see also *Reference Re Public Schools Act (Man.)*, *supra*, at 852.

D) "SLIDING SCALE" METHOD

22. The Supreme Court of Canada has ruled that the general right to minority language instruction provided under s. 23 should not be construed "as only encompassing two rights — one with respect to instruction and one with respect to facilities — each providing a certain

level of services appropriate for one of two numerical thresholds"; rather, the Court is of the opinion that a sliding-scale approach is preferable.

[Section] 23 should be viewed as encompassing a "sliding scale" of requirement, with subs. (3)(b) indicating the upper level of this range and the term "instruction" in subs. (3)(a) indicating the lower level. The idea of a sliding scale is simply that s. 23 guarantees whatever type and level of rights and services is appropriate in order to provide minority language instruction for the particular number of students involved.
[...]

The sliding scale approach is preferable to the separate rights approach, not only because it accords with the text of s. 23, but also because it is consistent with the purpose of s. 23. The sliding scale approach ensures that the minority group receives the full amount of protection that its numbers warrant.

- *Mahé v. Alberta, supra*, at 366; see also *Reference Re Public Schools Act (Man.)*, *supra*, at 850, 853.

23. The sliding scale approach establishes that what is required in any case will depend on what the numbers warrant. While large numbers of students can give rise to a comprehensive right to minority language instruction and facilities, as the numbers decrease, so does the content of the right to minority language instruction: as a consequence, when the numbers are very small, the content of the right may not require that any programs be put in place at all.

- *Mahé v. Alberta, supra*, at 367;
- *Reference R Public Schools Act (Man.)*, *supra*, at 857.

24. To determine the content of the right to instruction and facilities under s. 23, the courts must therefore address the "numbers warrant" question. In that regard, the Supreme

Court of Canada has refused to apply a rigid formula, and ruled that the relevant figure for the purposes of determining what numbers warrant is

[...] the number of persons who can eventually be expected to take advantage of a given programme or facility. While this figure is admittedly impossible to know with certainty, it can be estimated by considering the parameters within which it must fall: the known demand for the services and the total number who potentially could take advantage of the service.

- *Reference Re Public Schools Act (Man.)*, *supra*, at 858; see also *Mahé v. Alberta*, *supra*, at 384.

25. The "numbers warrant" provision requires, in general, that two factors be taken into account in determining what s. 23 demands in a particular situation: (1) the pedagogical services which are appropriate for the number of students involved; and (2) the cost of the contemplated services. However, in situation where cost may hamper pedagogical requirements, the remedial nature of s. 23 suggests that pedagogical considerations will have more weight than financial requirements in determining whether numbers warrant a particular educational scheme.

- *Mahé v. Alberta*, *supra*, at 384-385;
- *Reference Re Public Schools Act (Man.)*, *supra*, at 850.

26. Moreover, where numbers warrant, s. 23 grants a right of management and control, both by virtue of the textual analysis of par. 23(3)(b) — in which the expression "minority language educational facilities" does not only mean physical structures *per se* — and by virtue of the purpose of s. 23, whereby such control is necessary to the protection and the promotion of the language and culture of the minority throughout Canada.

If the term "minority language educational facilities" is not viewed as encompassing a degree of management and control, then there would not appear to be any purpose in including it in s. 23.

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- *Mahé v. Alberta, supra*, at 370.

27. The forms which the management and control of educational facilities may take will vary depending on the number of children involved, in accordance with the "sliding-scale" approach. The scheme will consequently vary according to the circumstances: for instance, it may include the establishment of a separate school board on all or part of the territory, or guaranteed proportional representation within the existing school boards, or a mix of the two.

- *Mahé v. Alberta, supra*, at 374-375;

- *Reference Re Public Schools Act (Man.)*, *supra*, at 853.

28. In circumstances where it may be sufficient to require linguistic minority representation on an existing school board, representatives should have exclusive authority to make decisions relating to the minority language instruction and facilities such as expenditures of funds, appointment and direction of people in charge of the administration, establishment of programs of instruction, recruitment and assignment of personnel and teachers, and making agreements for education and services for minority language students.

- *Mahé v. Alberta, supra*, at 377.

29. That being said, it remains difficult to spell out a detailed model of management and control for each particular province, region or district, and the appropriate response from the courts is to describe the requirements mandated in general terms.

- *Mahé v. Alberta, supra*, at 376;

- *Reference Re Public Schools Act (Man.)*, *supra*, at 860.

30. Thus, effective powers of management and control by the linguistic minority group over its educational facilities can be exercised in different ways, according to local circumstances and the particular character of the education system in place; these factors will

affect the methods to be applied to ensure the respect of the constitutional rights of the linguistic minority groups in each particular situation.

- *Mahé v. Alberta, supra*, at 378-380;
- *Reference Re Public Schools Act (Man.), supra*, at 858-859.

31. Finally, it should be underlined that s. 23 of the *Charter* does not entitle the linguistic minorities to a specific legislative scheme; rather, it guarantees a right to a particular type of educational scheme.

- *Mahé v. Alberta, supra*, at 392;
- *Reference Re Public Schools Act (Man.), supra*, at 852.

E) PROVINCIAL OBLIGATIONS

32. The Supreme Court of Canada has indicated that there is a positive obligation on the provinces to enact legislative schemes which ensure the effective and meaningful exercise of — and are not an obstacle to the implementation of — the rights guaranteed by s. 23. Yet, the widest degree of latitude possible must be given to the provincial authorities in designing the means by which they will respect their constitutional duties concerning minority language education rights.

- *Reference Re Public Schools Act (Man.)*, at 858.
- *Mahé v. Alberta, supra*, at 392-393.

33. To accomplish this, the province should have a full understanding of the needs of its linguistic minority population to be able to make a proper implementation of its duties, and the minority language parents or their representatives should be involved in the assessment of education needs and the setting up of structures and services which best respond to them.

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- *Reference Re Public Schools Act (Man.)*, *supra*, at 862.

34. The provincial authorities also have the duty to make educational services known and accessible to minority language parents, in order to provide a quality of education which will be on a basis of equality with the majority; however, it is not necessary that the educational system of the minority be identical to that of the majority.

[T]he specific form of educational system provided to the minority need not be identical to that provided to the majority. The different circumstances under which various schools find themselves, as well as the demands of a minority language education itself, make such a requirement impractical and undesirable.

- *Mahé v. Alberta*, *supra*, at 378; see also *Reference Re Public Schools Act (Man.)*, *supra*, at 863.

35. With regard to funding, minority education structures and programs should benefit from public funding equivalent to that of the majority schools; in fact, different circumstances — such as the absence of economies of scale — may warrant a higher per capita funding for minority students of the linguistic minority.

It should be stressed that the funds allocated for the minority language schools must be at least equivalent on a per student basis to the funds allocated to the majority schools. Special circumstances may warrant an allocation for minority language schools that exceeds the per capita allocation for majority schools.

- *Mahé v. Alberta*, *supra*, at 378; see also *Reference Re Public Schools Act (Man.)*, *supra*, at 863.

36. Finally, the requirements of s. 23 constitute a minimum and not a maximum in the area of management and control of minority education, and nothing precludes provincial or local authorities from providing for a greater degree of management and control.

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- *Mahe v. Alberta, supra*, at 379;
- *Reference Re Public Schools Act (Man.)*, *supra*, at 864.

F) NUMBERS AND LEGISLATION OF B.C. AND ISSUES AT BAR

(i) Numbers

37. The total population of eligible children under s. 23 of the *Charter* in the Vancouver/Lower Mainland and Victoria area is 8 725, and there are presently 1 611 students enrolled in the current *Programme cadre de français*, scattered in 25 schools.

- Agreed Statement of Facts, at p. ?

38. In the *Mahé* case, where the educational system of the French minority population of Edmonton was at issue, it was determined that approximately 3 750 children of school age (5-19 years of age) were eligible under s. 23 of the *Charter*, while the actual enrolment in the Francophone school of Edmonton was 242 students, from kindergarten to grade 6, with 73 students in grade 7 and 8 immersion programs: on that basis, the Supreme Court concluded that these numbers were sufficient to justify, in both pedagogical and financial terms, the creation of an independent school. However, the number of students was deemed insufficient by the Court to mandate the establishment of an independent Francophone school board, but high enough to grant to the minority language parents the right to proportional representation on the separate school board with the appropriate degree of management and control.

- *Mahé v. Alberta, supra*, at 386-389.

39. A different situation was considered by the Supreme Court of Canada in the *Reference Re Public Schools Act (Man.)* case, which dealt with the educational rights of the

Francophone minority of Manitoba. On the question of the number of students, 5 617 students were found to be taking advantage of the programme of minority language instruction, a number which was considered by the Court to fall on the higher end of the sliding scale. The Supreme Court of Canada therefore concluded that the number of actual French language students warranted the establishment of an independent French language province-wide school board in Manitoba, under the exclusive management and control of the French language minority.

- *Reference Re Public Schools Act (Man.)*, *supra*, at 858-859.

40. As a consequence, from a strict quantitative perspective, the number of students in the Vancouver/Lower Mainland and Victoria regions of British Columbia is significantly higher than the numbers referred to in the *Mahé* case, where the Supreme Court of Canada ordered the establishment of an independent school in addition to proportional representation on the majority school board, but remains somewhat lower than the numbers in the *Reference Re Public Schools Act (Man.)* case, where the creation of an independent school board was ordered.

41. That being said, one should remain careful before making pure numerical comparisons between provinces in which the Francophone minority populations are scattered according to different demographic patterns, and where the facilities, pedagogical programmes and financial means may vary significantly.

(ii) Legislation

42. The *School Act* of British Columbia provides that the parents covered by s. 23 of the *Charter* are entitled to have their children receive their instruction in the official language of the minority population, and that the Lieutenant Governor in Council may make regulations to give effect to s. 23 of the *Charter*.

- *School Act*, *supra*, ss. 5(2) and (4)(a), (b) (c) and *in fine*.

43. On that basis, *the Francophone Education Regulation* establishes the Francophone Education Authority (hereinafter, the "Authority"), which is described as having "the exclusive right to provide a Francophone educational program to eligible students resident in the prescribed area over which it has jurisdiction."

Regulation, *supra*, ss. 2(1) and 3(1).

(iii) Issues at Bar

44. The general issue at bar is whether the *School Act*, the *Regulation* and the Authority it establishes are consistent with the requirements of section 23 of the *Charter*, as developed by the Supreme Court of Canada. More specifically, four sub-issues are raised by the Plaintiffs:

- (a) Can s. 23 of the *Charter* be implemented by provincial authorities through delegated (or secondary) legislation, or can only primary legislation ensure compliance with the requirements of s. 23 ?
- (b) Does the high end of the sliding-scale criteria of s. 23 require the systematic establishment of a management organisation identical to those of the linguistic majority?
- (c) Under s. 23 of the *Charter*, must the legislative scheme expressly state that provincial authorities have the duty to provide funding at least equivalent to that of the majority school boards and schools?
- (d) Does the high end of the sliding-scale criteria of s. 23 guarantee a right to property and capital expenditures?

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45. Before addressing each of those issues, it should be underlined that the Plaintiffs also ask this Honourable Court to declare that the *Regulation* is *ultra vires* the *School Act*. The Attorney General of Canada takes no position with regard to this question, as it does not relate *per se* to the principles of minority language educational rights under s. 23 of the *Charter*. However, assuming this Honourable Court concludes the *Regulation* is *intra vires* the *School Act*, the A.G. of Canada has the following observations regarding the other issues at bar.

- (a) Can s. 23 of the *Charter* be implemented by provincial authorities through delegated (or secondary) legislation, or can only primary legislation ensure compliance with the requirements of s. 23?

46. The first issue is whether the fact that the linguistic minority education rights are implemented in British Columbia through regulation, and not primary legislation, is consistent with s. 23 of the *Charter*.

47. The Supreme Court of Canada has indicated that s. 23 does not guarantee a particular legislative scheme, but rather a type of educational system, and that provincial authorities have a wide discretion in the selection of the means to implement s. 23; however, provincial authorities must at a minimum put into place a scheme which has force of law and prescribes with sufficient precision the measures of implementation of s. 23 which will ensure that minority language parents and children can exercise their rights effectively.

[T]he right which the appellants possess under s. 23 is not a right to any particular legislative scheme, it is a right to a certain type of educational system. What is significant under s. 23 is that the appellants receive the appropriate services and powers; how they receive these services and powers is not directly at issue in determining if the appellants have been accorded their s. 23 rights.

[...]

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[T]he government should have the widest possible discretion in selecting the institutional means by which its s. 23 obligations are to be met; the courts should be loath to interfere and impose what will be necessarily procrustean standards, unless that discretion is not exercised at all, or is exercised in such a way as to deny a constitutional right.

- *Mahe v. Alberta, supra*, at 392;
- *Reference Re Public Schools Act (Man.)*, *supra*, at 852.

48. It is true that the Supreme Court of Canada has also stated that "[s]ection 23 of the *Charter* imposes on provincial legislatures the positive obligation of enacting precise legislative schemes providing for minority language instruction and educational facilities where numbers warrant" (*Mahe, supra*, at 392-3, emphasis added); however, that statement must be analyzed in the context of the particular legislative scheme which prevailed in Alberta at the time that case was heard by the Court. The relevant provisions of the *School Act* of Alberta, R.S.A., 1980, c. S-3, read as follows:

13(1). The Minister may establish any portion of Alberta as a public school district.

158. Subject to section 159, all pupils in school shall be taught in the English language.

159(1). A board may authorize

- (a) that French be used as a language of instruction, or
- (b) that any other language be used as a language of instruction in addition to the English language, in all or any of its schools.
- (2) A board authorizing French or any other language as a language of instruction shall comply with the regulations of the Minister.
- (3) Notwithstanding section 80, a board, subject to the regulations of the Minister, may employ one or more competent persons to give instruction in French or any other language to all pupils whose parents have signified a willingness that they should receive it.
- (4) The course of instruction must not supersede or in any way interfere with the instruction required by the regulations of the Minister and by this Act.

[Emphasis added]

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49. It is respectfully submitted that these provisions are of the same type as the provisions of the *School Act* of British Columbia, insofar as both Acts state as a principle that French can be the language of instruction in schools of those provinces, while prescribing that it is for administrative or delegated authorities to regulate the implementation of such instruction. Yet, in the case of *Mahe*, the Supreme Court of Canada indicated that the infringement of s. 23 of the *Charter* was not a result of the *School Act* of Alberta *per se*, but rather of the defective regulations passed thereunder and the inaction of the provincial authorities.

[I]t is not clear that the existing legislation in Alberta is a bar to the realization of the appellants' rights. The real obstacle is the inaction of the public authorities. The government could implement a scheme within the existing legislation to ensure that these s. 23 parents and other s. 23 parents in the province receive what is due to them. The problem is that they have not done so.

- *Mahe v. Alberta, supra*, at 392;
- *Reference Re Public Schools Act (Man.), supra*, at 859.

50. For the above reasons, the fact that the implementation of s. 23 of the *Charter* is accomplished by provincial authorities through delegated legislation does not — in and of itself — constitute an infringement of s. 23. However, defective delegated legislation or inaction on part of the provincial authorities to ensure the effective implementation of minority education language rights will lead to an infringement of s. 23.

- (b) Does the high end of the sliding-scale criteria of s. 23 require the systematic establishment of a management organisation identical to those of the linguistic majority?

51. The second issue is whether the fact that the Francophone Authority is not a school board with legislative and administrative structures and powers identical to those of the

majority school boards of British Columbia is consistent with the requirements of s. 23 of the *Charter*.

52. As indicated earlier, the Supreme Court of Canada has stated that "the government should have the widest possible discretion in selecting the institutional means by which its s. 23 obligations are to be met [...] unless that discretion is not exercised at all, or is exercised in such a way as to deny a constitutional right", while "the specific form of educational systems provided to the minority need not be identical to that provided to the majority."

- *Mahe v. Alberta, supra*, at 378 and 393.

53. The Supreme Court of Canada has also indicated, in a case falling on the high end of the sliding scale of s. 23, that the French-language minority was entitled to an "independent French-language school board [...] under the exclusive management and control of the French-language minority" (*Reference Re Public Schools Act (Man.)*, *supra*, at 866); however, it is submitted that the key terms of this statement are not "school board", but rather "independent" and "exclusive management and control", as these are the two fundamental characteristics of any scheme of minority educational programme falling on the high end of the sliding-scale criteria.

- *Reference Re Public Schools Act (Man.)*, *supra*, at 863.

54. In that regard, it is respectfully submitted that the reference by the Supreme Court of Canada to the concept of "school board" was not meant to preclude the establishment of other bodies having different legislative and administrative structures. We suggest that the use of these words by the Court was rather a practical illustration of what is required to satisfy the level of management associated with the high end of the sliding-scale criteria, for lack of other terminology or concepts, as the Court had before it a proposed legislative scheme which would have established a school board (*Reference Re Public Schools Act*

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(*Man.*), at 861), and was presumably not presented with nor aware of other types of school organisations which could have the same level of independence as school boards and their level of exclusivity over the management and control of educational programs.

The appropriate response for the courts is to describe in general terms the requirements mandated. It is up to the public authorities to satisfy these general requirements. Where there are alternative ways of satisfying the requirements, the public authorities may choose the means of fulfilling their duties.

(Emphasis added)

- *Mahe v. Alberta, supra*, at 376;
- *Reference Re Public Schools Act (Man.), supra*, at 860.

55. The A.G. of Canada consequently submits that the key issue is not whether the minority educational organisation is an actual school board with legislative and administrative structures identical to that of the school boards of the majority, but whether the minority organisation is independent and under the exclusive management and control of the linguistic minority parents, as required by the high end of the sliding scale criteria of s. 23.

- See, by analogy, *Reference Re Education Act*, [1993] 2 S.C.R. 511, at 567.

(c) Under s. 23 of the *Charter*, must the legislative scheme expressly state that provincial authorities have the duty to provide funding at least equivalent to that of the majority schools?

56. The Supreme Court of Canada has stated that s. 23 of the *Charter* imposes upon provincial authorities the duty to ensure that "funds allocated for the minority language schools [are] at least equivalent on a per student basis to the funds allocated to the majority

schools," while "special circumstances may warrant an allocation for minority language schools that exceeds the per capita allocation for majority schools."

- *Mahe v. Alberta, supra*, at 378 and 391-2.
- *Reference Re Public Schools Act, supra*, at 862;
- See also, by analogy, *Reference Re Education Act, supra*, at 566-7, 590.

57. The issue at bar is whether the fact that s. 7(1) of the *Regulation* states that the Minister of Education of British Columbia "may" provide a grant to the Francophone Authority, for "one or more" of the operations of the Authority enumerated in s. 7(1)(a),(b) and (c), without indicating the full or per capita amount of the grant nor whether the grant must be at least equivalent to those of the school boards of the majority, constitutes a violation of s. 23 of the *Charter*. Section 7(1) reads as follows:

- 7.(1) Subject to an appropriation being made by the Legislature, the minister may provide to a Francophone Education Authority a grant, determined by the minister, for one or more of the following:
- (a) the establishment maintenance and operation of the Francophone Education Authority;
 - (b) the maintenance and operation of one or more Francophone schools;
 - (c) the delivery and support of Francophone educational programs.
- [Emphasis added]

58. The term "may" (and "or") generally conveys a discretionary or optional power upon the concerned authority, both on the basis of its usual meaning and pursuant to legislation relating to interpretation.

- *Interpretation Act*, RSBC, Chap. 206, s. 29 (definition of "may");
- Côté, P.A., *The Interpretation of Legislation in Canada*, Yvon Blais Ed., Cowansville, 1991 (2nd ed.), at 199-202.

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59. However, the object or context of a legislative instrument can also suggest that its authorizing or permissive provisions are more than purely discretionary, in particular when the power is granted for the enforcement of a right or because of the possible negative consequences of the exercise of discretion.

- *Interpretation Act, supra*, s. 8;
- Côté, P.A., *supra*, at 200-2;
- *Fisheries Act Reference* [1928] S.C.R. 457, at 462-4, Aff. [1930] 1 D.L.R. 194 (p.c.);
- *Bridge v. The Queen* [1953] 1 S.C.R. 8, at 12-3.

60. In addition, in *Mahe*, the Supreme Court of Canada noted that although the relevant provisions of the *School Act* of Alberta, R.S.A., 1980, c. 5-3, were permissive provisions (see par. 48 and 49 of this brief) which did not guarantee that the provincial authorities would act in accordance with s. 23 of the *Charter*, the real obstacle to the realization of the rights guaranteed by s. 23 was not the legislation *per se*, but rather the inaction of the public authorities.

- *Mahe v. Alberta, supra*, at 391-2.

61. In the case at bar, it might be said that the discretionary power found in s. 7(1) must be construed in harmony with the compulsory requirements of s. 23 relating to funding, and that this is a case where "may" means "must"; it could also be argued that s. 23 of the *Charter* would be infringed only if the public authorities (i.e., the Minister of Education) are indeed "inactive" or refuse to exercise their discretionary funding power in compliance with s. 23.

62. That being said, it is certainly legitimate to argue that the public authorities (i.e., the Lieutenant Governor in Council) have taken inadequate actions ~~(a purely discretionary power granted to a minister)~~ to secure funding for minority education, and that the wording of s. 7(2) of the *Regulation*, which, in comparison, states that the Minister "must" transfer

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certain federal monies to the Francophone Authority, is an indication of the provincial authorities' reluctance to provide funding for minority education.

63. On that basis, it is submitted that s. 7(1) of the *Regulation* could be a bar to the effective implementation of s. 23 rights, especially if there is uncertainty -- real or perceived -- surrounding the intention of the Minister of Education to exercise the power found in s. 7(1) in order to provide adequate funding to linguistic minorities.

(d) Does the high end of the sliding-scale criteria of s. 23 guarantee a right to property and capital expenditures?

64. The fourth issue is whether s. 11(3) of the *Regulation* is consistent with s. 23 of the *Charter*, insofar as it prohibits the Francophone Authority from making capital expenditures with provincial funding. Section 11(3) reads as follows:

11(3) A Francophone Education Authority must not use for a capital expense any money provided to it by the government, other than money identified by the minister as being money provided by the federal government for capital expenses.

65. The Supreme Court of Canada has not yet ruled whether s. 23 of the *Charter* guarantees a genuine right to property or capital expenditures when the numbers of a given province, region or district fall on the high-end of the sliding scale criteria; however, the Supreme Court has indicated that minority language educational facilities must "belong to" the minority.

- *Mahe v. Alberta*, *supra*, at 370;
- *Reference Re Public Schools Act* (Man.), *supra*, at 854 and 865-6.
- See also, by analogy, *Reference Re Education Act*, *supra*, at 579.

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66. The term "belong to" was not necessarily used by the Supreme Court of Canada as the expression of a right to property or to capital expenditures *per se*; in fact, the Court used that term to underline what was meant by the possessive term "*de la*" found in the French version of s. 23(3)(b), and that this necessarily meant that a certain level of management and control was due to the linguistic minority.

The underlined phrase in the French text - which utilizes the possessive "*de la*" - is more strongly suggestive than the English text that the facilities belong to the minority and hence that a measure of management and control should go to the linguistic minority in respect of educational facilities.

- *Mahe v. Alberta, supra*, at 370.

67. Insofar as this statement of the Court was meant to cover a variety of management and control situations along the sliding scale criteria — from proportional representation on majority school boards to independent school boards (or authorities) — it is not clear how the use of the term "belong to" by the Supreme Court of Canada could be construed as meaning that s.23 necessarily encompasses a right to property or capital expenditures.

68. That being said, s. 23 certainly does not prohibit property rights and capital expenditures; in fact, in circumstances where the alternative measures contemplated by the provincial authorities do not guarantee exclusive management and control — and independence — by the minority school board or authority, s. 23 might indeed require the exercise of a genuine right to property and capital expenditures.

Arrangement and structures which are prejudicial, hamper, or simply are not responsive to the needs of the minority, are to be avoided and measures which encourage the development and use of minority language facilities should be considered and implemented.

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- *Reference Re Public Schools Act (Man.)*, *supra.* at 963.
- See, by analogy, *Reference Re Education Act*, *supra.* at 579.

69. In the case at bar, s. 11(1)(a) states that the Francophone Authority can lease land or land and improvements for educational purposes, while s. 11(2) states that the Authority can enter into agreements with municipalities, regional districts, boards or other persons for the maintenance, operation or joint use of facilities.

- 11.(1) A Francophone Education Authority may, for educational purposes, including the provision of housing accommodation for eligible students or employees, Francophone Education Authority offices and outdoor activities,
 - (a) with the approval of the minister, lease, as lessee, land or land and improvements within or outside of its prescribed area, and
 - (b) subject to the orders of the minister and with the approval of the minister, dispose of a leasehold interest referred to in paragraph (a).
- (2) A Francophone Education Authority, with the minister's prior approval may enter into an agreement with municipalities or regional districts that are located in or located in part of the Francophone Education Authority's prescribed area or with boards for school districts that are located in the Francophone Education Authority's prescribed area or with other persons for
 - (a) the maintenance, operation or joint use of facilities, or
 - (b) contribution to the cost of the maintenance or operation of facilities for the joint use of those facilities by the Francophone Education Authority and one or more of the following that are located in or located in part of the Francophone Education Authority's prescribed area:
 - (i) a municipality;
 - (ii) a regional district;
 - (iii) a board.

70. The fact that a minority school board or authority may have to enter into leasing agreements to obtain access to facilities and equipments is not necessarily an impediment to the independence of — and the exclusive management of educational programs by — the linguistic minority. In fact, it can be argued that there are numerous accounts of public or

private organizations of all types (industrial, commercial, agricultural, governmental, etc.) which, although they enjoy an independent status and the exclusive management and control of their operations, enter into leasing agreements to have access to facilities and equipments.

71. That being said, it is certainly questionable whether the high end of the sliding-scale criteria of s. 23 can be complied with by imposing leasing agreements upon minority boards or authorities, while the majority school boards can exercise a complete right to property and capital expenditures (see, by analogy, *Reference Re Education Act*, *supra*, at 566). In addition, the independence of the linguistic minority and its right to exclusive management and control could be hampered by such leasing agreements, more particularly if the negotiations leading to them and their terms and conditions are prejudicial to the linguistic minority.

72. In the context of educational facilities, the risk of impediments is high as the lessee will generally be limited in the choice of possible facilities — and lessors — which are adapted to educational activities and situated in the region or area where the minority student population is located: as a result, the minority school board or authority will generally have to lease its facilities and equipments from the existing majority school board(s) of a given region or area, a situation which could lead to serious obstacles to the full independence of the minority organisation.

73. For instance, the possibility of negotiations in bad faith and the ensuing risk that the minority school authority be offered to lease second-class facilities and equipments, or the possibility of short-term leases without the necessary time or right to renovate and adapt the facilities to the specific needs of the Francophone minority, could seriously jeopardize the linguistic minority's right to independence and exclusive management and control over the minority educational system.

74. It is consequently submitted that any duty imposed upon the linguistic minority boards or authorities to lease facilities and equipments should have corollary guarantees as to the

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conduct of negotiations, the resolution of disputes and the terms and conditions of leases, to ensure the effective implementation of the management and control rights of the linguistic minority - and its independence -, as guaranteed by s. 23 of the Charter.

VI. CONCLUSION

75. The Attorney General of Canada respectfully submits that the issues at bar should be answered on the basis of the principles enunciated by the Supreme Court of Canada in the cases of *Mahe v. Alberta*, [1990] 1 S.C.R. 342 and *Reference Re Public Schools Act (Man.)*, [1993] 1 S.C.R. 839.

8140-6-96

Auteur : Bob Robertson à VANCOUVER
Date : 96/06/26 07:48
Priorité : Normale
cc : M. Lemoine à JLS7-HULL
cc : Ginette Montreuil
cc : Michele Blais-Chauvin à JLS7-HULL
pour : Roger Farley à JLS7-HULL
Objet : Re: Francophone school governance

----- Contenu du message -----

Roger,

The answer is yes.

Bob

Reply Separator

Subject: Francophone school governance
Author: Roger Farley at JLS7-HULL
Date: 6/25/96 5:05 PM

Hi Bob,

I just received a call from Martine and she was telling me that the province's lawyers are seeking ways to postpone again the court case. I agree with her that amount of energy and resources that the parents have to deploy on that case each time that there is a change in positions or strategy is enormous.

I am awaiting a response from our legal services on the portion of the legal fees that we can reimburse through the national organization CNPF.

On a day to day basis, the telephone costs that the association have to pay for conference calls with lawyers in Ottawa (Justice and Commissioner) and Edmonton are very important for such an organization. Do you think that your office may help on that by providing services in kind ie. organizing the conference calls through your office?

Roger



Government of Canada - Gouvernement du Canada
Canadian Heritage - Patrimoine canadien

MEMORANDUM
NOTE DE SERVICE

8140-6-96

TO : Hilaire Lemoine
À : Directeur général
DGPALO
HULL

OUR FILE :
N/RÉF:

FROM : Bob Robertson
DE : Directeur, District du Lower Mainland
Région du Pacifique et du Yukon

DATE : le 5 septembre 1996

SUBJECT

OBJET Cause juridique - gestion scolaire en Colombie-Britannique

Bonjour Hilaire,

Voici de nouveaux documents que nous a remis l'Association des parents francophones de la Colombie-Britannique lors de la rencontre au bureau régional le 4 septembre 1996.

1. facture datée du 31 juillet 1996
2. facture datée du 28 juin 1996

Serait-il possible d'avoir une indication de l'état du dossier et des progrès accomplis. N'hésitez pas à me contacter pour tout autre renseignement.

Merci à l'avance pour votre collaboration.


Bob Robertson

GM/BR/nl

c:\wpdoc\offilang\hilair09.mem

p.j.

Aug 11 juillet 1996

#6

G. BRENT GAWNE & ASSOCIATES
BARRISTERS & SOLICITORS
#2300, 10015 - 103 AVENUE
EDMONTON, ALBERTA
T5J 0H1

Association des parents francophone
de la Colombie-Britannique
233, 1555, 7th Avenue West
Vancouver, B.C. V6J 1S1

REF: 2549

JULY 31/96

RE: Section 23

G.S.T. REG. NO: 101966448
TAXABLE

DATE	DESCRIPTION OF SERVICE	LAWYER	HOURS	COURT CHALLENGES	ITEM
MAY 23/96	Meeting with Brent Gawne; Meeting with Richard & Ron Skolrood; Telephone attendance with Harvey Groberman (4 times); Travel	PK	6.00	19	C
	Letter from Harvey Groberman re: timelines; Meeting with Peggy Kobly; Meeting with Richard Tardif & Rod Skolrood; Telephone attendance with Harvey Groberman (4 times); Travel to Edmonton	GBG	6.00	19	C
MAY 24/96	Letter from Harvey Groberman	PK	0.10	19	C
	Telephone Attendance with Harvey Groberman re: Nanaimo trial location; Review of file	GBG	2.00	19	C
MAY 27/96	Facts preparation; Account preparation; Finalize Brief; Telephone attendance with Stephen & Richard	PK	5.00	20	D
	Letter from Ron Skolrood	GBG	0.20	20	C
	Letter from Harvey Groberman; Telephone attendance with Martine; Research re: Justice Vickers; Conference call with Stephen, Richard & Peggy Kobly; Letter from Rick Killough	GBG	4.20	20	C
MAY 28/96	Account preparation	PK	3.00	21	PA
	Letter from Mr. Van Iperen; Telephone attendance with Helen	GBG	0.50	20	C
MAY 29/96	Memo from Stephen Acker re: Lepage Article; Copy of letter to Ron Skolrood from Rick Killough enclosing filed Pleadings	GBG	0.30	20	C

CONTINUED ...

2549
Assoc of Francophone Parents

DATE: JULY 31/96
PAGE: 2 CON'T

DATE	DESCRIPTION OF SERVICE	LAWYER	HOURS	COURT CHALLENGES	ITEM
MAY 30/96	Finalize Brief; Telephone attendance with Marc & Martine; Amend Notice of Motion	PK	5.50	20	D
	Telephone Attendance with client	GBG	0.20	20	CC
	Research	GBG	1.50	20	R
MAY 31/96	Prepare Facts	PK	5.00	20	D
JUN 03/96	Letter from Rick Killough enclosing Brief	GBG	0.20	20	C
	Letter from Rick Killough enclosing copy of letter from Van Iperen	GBG	0.20	20	C
JUN 04/96	Telephone Attendance with Rick Killough;	GBG	0.50	20	CC
	Telephone attendance with Martine	GBG	0.50	20	C
	Finalize Statement of Facts	PK	8.00	20	D
JUN 05/96	Telephone Attendance with Martine;	GBG	1.00	20	CC
	Telephone attendance with Harvey Groberman	GBG	0.50	20	C
	Telephone Attendance with Harvey Groberman	PK	0.10	20	C
	Telephone Attendance with Martine	GBG	0.10	20	CC
JUN 06/96	Letter from Rick Killough enclosing evidence brief; Telephone attendance with Martine	GBG	1.80	20	CC
	Telephone Attendance with client	PK	0.30	20	CC
JUN 07/96	Letter from Harvey Groberman enclosing Brief	GBG	1.50	20	OL
	Telephone Attendance with Martine; Review Groberman's Brief	PK	1.50	20	OL
JUN 10/96	Telephone Attendance with Martine	GBG	1.00	22	CC
	Review intervenor's brief	PK	0.20	22	OL
JUN 11/96	Fax from Van Iperen enclosing Brief; Letter from H. Groberman enclosing Amended Statement of Defence	GBG	2.00	22	C
	Meeting with Brent re: AG's Brief	PK	0.50	22	OL
JUN 12/96	Conference call with Stephen, Richard & Peggy	GBG	0.50	22	C
	Letter from Rick Killough re: amended Statement of Defence	GBG	0.20	20	C
	Telephone Attendance with Martine; Conference call with Stephen & Richard to review commissioner's brief; Fax to Martine; Telephone attendance with Richard; Telephone attendance with Martine & Marc	PK	1.50	22	C
	Conference call with Martine & Marc	GBG	0.80	22	CC

CONTINUED ...

2549
Assoc of Francophone Parents

DATE: JULY 31/96
PAGE: 3 CON'T

DATE	DESCRIPTION OF SERVICE	LAWYER	HOURS	COURT CHALLENGES	ITEM
JUN 13/96	Telephone Attendance with Helen	GBG	0.20	22	CC
	Telephone Attendance with Marc; Letter to Harvey re: Notice to Admit	PK	3.50	22	C
	Telephone Attendance with Marc; Draft response review letter to PMO; Telephone attendance with Stephen & Richard	PK	1.50	22	C
JUN 14/96	Review file; Meeting with Peggy (6:00 - 7:00 a.m.); Telephone attendance with Richard Tardif (7:00 - 7:30); Telephone attendance with Martine & Marc (7:30 - 9:00); Telephone attendance with Martine, Marc, Stephen, Richard & Michel Therrien (8:00 - 9:30); Telephone attendance with all of the above and Michel Franceour and John Scratch (9:30 - 10:45); Conference call with Stephen, Richard, Martine, Marc & Denis	GBG	6.00	22	OL
JUN 14/96	Meeting with Brent; Conference call with Richard; Conference call with Martine & Marc; Conference call with Martine, March, Richard, Stephen Michel Therrien; Conference call with all of the above and Michel Fanceour & John Scratch; Conference call with Martine, Marc Richard, Stephen; Letter to John Scratch	PK	6.50	22	OL
	Telephone Attendance with Harvey Groberman	PK	0.10	20	OL
JUN 17/96	Telephone Attendance with Martine	GBG	0.50	22	CC
	Letter to Harvey Groberman re: Notice to Admit	PK	0.50	20	C
JUN 18/96	Telephone Attendance with Franceour	PK	0.20	22	C
JUN 19/96	Telephone Attendance with Harvey Groberman	GBG	0.30	20	C
	Meeting with Martine; Telephone attendance with Richard Tardif; Telephone attendance with Michel Franceour;	GBG	1.80	22	C

CONTINUED ...

2549
Assoc of Francophone Parents

DATE: JULY 31/96
PAGE: 4 CON'T

DATE	DESCRIPTION OF SERVICE	LAWYER	HOURS	COURT CHALLENGES	ITEM
JUN 20/96	Changes to Agreed Statement of Facts	PK	2.00	20	D
	Preparation for trial	GBG	3.50	20	OL
	Telephone Attendance with Martine;				
	Research	PK	1.50	20	R
	Letter from Harvey Groberman	PK	0.50	20	R
JUN 21/96	Meeting with Brent Gawne to review				
	Defendants Brief to prepare for reply;				
	Preparing Authorities/Statutory materials;				
	Amendments to Agreed Statement of Facts	PK	10.00	20	D
	Research	GBG	2.50	20	R
JUN 24/96	Telephone Attendance with Harvey				
	Groberman	GBG	0.30	20	C
	Telephone Attendance with Harvey				
	Groberman	GBG	0.20	20	C
JUN 25/96	Conference call with Martine & Marc	GBG	1.00	20	CC
	Letter from Rick Killough re: Intervenor's				
	brief		0.20	22	C
	Telephone Attendance with Richard;				
	Telephone attendance with Vincent Pigeon		3.50	20	C
JUN 26/96	Telephone Attendance with Law Teach;	GBG	0.10	20	CC
	Telephone attendance with Martine; Letter				
	to Harvey Groberman re: examine on				
	Affidavit	GBG	2.10	20	R
	Letter to Rick Killough re: his attendance				
	at the trial	GBG	0.30	20	C
	Letter from Rick Killough; Letter from				
	Harvey Groberman	GBG	0.40	20	C
	Telephone Attendance with Martine;	PK	0.10	20	CC
	Prepare Reply Brief	PK	2.90	20	D
JUN 27/96	Reply Brief	PK	3.00	20	D
JUN 28/96	Prepare Reply Brief	PK	7.00	20	D
JUN 29/96	Preparation of accounts	PK	0.50	20	PA
JUN 30/96	Prepare Reply Brief	PK	6.50	20	D
JUL 02/96	Telephone Attendance with Harvey	GBG	0.50	20	C
	Proof Brief	JEM	0.50	20	D
	Prep Reply Brief	PK	7.50	20	D
	Prepare Reply Brief	PK	6.00	20	D

CONTINUED ...

2549
Assoc of Francophone Parents

DATE: JULY 31/96
PAGE: 5 CON'T

DATE	DESCRIPTION OF SERVICE	LAWYER	HOURS	COURT CHALLENGES	ITEM
JUL 03/96	Telephone Attendance with Martine, Conference call with Edgar Gallant; Fax to Martine & Edgar Gallant re: Government Consent Judgment; Telephone attendance with Serge Corbiel	GBG JEM	7.50 1.00	22 20	C R
	Prepare Reply Brief; Conference call with Martine & Edgar Gallant; Prepare response to Consent Offer	PK PK	8.50 0.50	20 20	D C
JUL 04/96	Letter to Harvey Groberman, Richard, Stephen, Hans & Franceour, Justice Vickers enclosing material, Letter to Harvey Groberman service of S. Defence	GBG JEM	3.60 4.50	20 20	OL R
	Finalize Reply Brief; Telephone attendance with Martine	PK PK	7.50 0.50	20 20	D C
JUL 05/96	Prepare for Trial	GBG	5.50	20	OL
	Writing evidence brief	JEM	5.00	20	D
	Prepare/organize materials	PK	1.50	20	OL
JUL 05/96	Review Janet's research	PK	0.50	20	OL
JUL 06/96	Travel to Nanaimo	PK	2.50	20	TT
	Meeting with Brent to prepare for oral argument	PK	3.00	20	OL
JUL 06/96	Travel to Nanaimo	GBG	2.50	20	TT
	Meeting with Brent to prepare for oral argument	GBG	3.00	20	OL
JUL 07/96	Meeting with Brent; Prepare oral argument; Draft Martine's supplementary Affidavit	PK PK	5.00 5.00	20 20	D OL
JUL 07/96	Meeting with Brent; Prepare oral argument; Draft Martine's supplementary Affidavit	GBG GBG	5.00 5.00	20 20	D OL
JUL 08/96	Meeting with Brent Gawne	PK	4.00	20	OL
	Appearance in Court	PK	4.75	20	A
	Meeting with Brent Gawne & Stephen Acker	PK	1.00	20	C
JUL 08/96	Meeting with Peggy Kobly	GBG	4.00	20	C
	Appearance in Court	GBG	4.75	20	A
	Meeting with Peggy Kobly & Stephen Acker	GBG	1.00	20	C

CONTINUED ...

2549
Assoc of Francophone Parents

DATE: JULY 31/96
PAGE: 6 CON'T

DATE	DESCRIPTION OF SERVICE	LAWYER	HOURS	COURT CHALLENGES	ITEM
JUL 09/96	Meeting with Brent	PK	2.50	20	C
	Appearance in Court	PK	4.75	20	A
	Meeting with Stephen Acker & Richard Tardif	PK	6.00	20	C
JUL 09/96	Meeting with Peggy	GBG	2.50	20	C
	Appearance in Court	GBG	4.75	20	A
	Meeting with Stephen Acker & Richard Tardif	GBG	6.00	20	C
JUL 10/96	Meeting with Brent (a.m.)	PK	4.00	20	C
	Appearance in Court	PK	4.75	20	A
	Meeting through lunch	PK	1.00	20	OL
	Meeting with Brent Gawne	PK	1.50	20	OL
JUL 10/96	Meeting with Peggy (a.m.)	GBG	4.00	20	OL
	Appearance in Court	GBG	4.75	20	A
	Meeting through lunch	GBG	1.00	20	OL
	Meeting with Peggy Kobly	GBG	1.50	20	OL
JUL 11/96	Meeting with Brent Gawne	PK	4.00	20	OL
	Appearance in Court	PK	2.00	20	A
	Travel time to Edmonton	PK	2.50	20	TT
JUL 11/96	Meeting with Peggy Kobly	GBG	4.00	20	OL
	Appearance in Court	GBG	2.00	20	A
	Travel time to Edmonton	GBG	2.50	20	TT

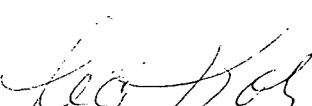
11.0 hrs @ \$100.00/hr \$1,100.00
173.75 hrs @ \$150.00/hr 26,062.50
123.95 hrs @ \$225.00/hr 27,888.75

TOTAL IN WIP \$55,051.25

OUR FEE \$55,051.25

Total G.S.T. 3,853.59

TOTAL OWING \$58,904.84


G. BRENT GAWNE
/sma
E&OE

NET 30 DAYS, INTEREST IS ACCRUED AT 18% PER ANNUM ON
OVERDUE ACCOUNTS

Ref:C:\WORK\2549\ ACCT.JL
August 27, 1996

002107

G. BRENT GAWNE & ASSOCIATES
BARRISTERS & SOLICITORS
#2300, 10015 - 103 AVENUE
EDMONTON, ALBERTA
T5J 0H1

Association des parents francophone
de la Colombie-Britannique
233, 1555, 7th Avenue West
Vancouver, B.C. V6J 1S1

REF: 2549

JUN 28/96

RE: Section 23

G.S.T. REG. NO: 101966448
TAXABLE

OTHER CHARGES - GST TAXABLE

Other Charges - Facsimile
Other Charges - Photocopies
Other Charges - Facsimile Received

Total Taxable Other Charges

TAXABLE (GST) DISBURSEMENTS

Postage
Long Distance Telephone Charges
Federal Express
Wedgewood
Wedgewood
Hertz Rent A Car
Wedgewood
Douglas Symes
Canadian Airlines (July trip)
Canadian Airlines (July trip)
Shell (fuel)
BC Ferries
Long Lake Inn
Parking
Rileys Reproduction

Total taxable disbursements

CONTINUED ...

2549
Assoc of Francophone Parents

DATE: JUL 31/96
PAGE: 2 CON'T

G.S.T. on disbursements
G.S.T. on other charges

Total G.S.T.

TOTAL OWING

G. BRENT GAWNE
/sma

E&OE

NET 30 DAYS, INTEREST IS ACCRUED AT 18% PER ANNUM ON
OVERDUE ACCOUNTS

Ref:C:\WORK\2549\ JUL.DIS
August 27, 1996

8740-6-96

Author: Michele Blais-Chauvin at JLS7-HULL

Date: 96-08-30 14:03

Priority: Normal

Receipt Requested

TO: Hilaire Lemoine

Subject: Frais juridiques - Martine Galibois-Barss

Ginette a reçu un téléphone de Martine, mercredi. Elle se demande quand elle va recevoir une réponse d'Orest concernant le paiement de leurs frais juridiques. Elle a indiqué qu'il y avait urgence parce les avocats doivent commencer à travailler sur leur deuxième cause juridique alors qu'ils ont été payés seulement en partie pour la première jusqu'à présent.

ai parlé à Orest.

me venir sur p.

si \$ \$ avec contestation

\$ d'entretien

sera en CNPF

8140-6-96

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Mntr#	Monitor Notes	Date Aired
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(R)

38182-10 RDI-TV / NATIONAL / LE TELEJOURNAL 1ERE 20 Aug 96

21:15 CELINE GALIPEAU FRANCOPHONIE

00:20min CELINE GALIPEAU

FRANCOPHONIE : LA COUR SUPREME DE
C.B. DONNE AU GOUVERNEMENT CLARK
QUELQUES MOIS POUR DONNER AUX
FRANCO-COLOMBIENS LA GESTION DE LEURS
ECOLES.

38174-4 TVA-TV / QUEBEC / LE TVA, EDITION RESEAU 20 Aug 96

22:05 STEPHAN BUREAU ALLIANCE QUEBEC

01:00min STEPHAN BUREAU

HOWARD GALGANOV / SA CROISADE VERS
NEW YORK AMENE LA CONTROVERSE. FORUM
QUEBEC AFFIRME QUE SES PROPOS SONT
MENSONGERS. ALLIANCE QUEBEC
N'APPROUVE PAS SON VOYAGE. A
LAVAL AUJOURD'HUI, STEPHANE DION
DEMANDE QU'ON DESAMORCE LA CRISE.
"STEPHANE DION" MIN. AFFAIRES
INTERGOUVERNEMENTALES
"PIERRE PETTIGREW" MIN. COOP.
INTERNATIONALE

38180-7 TQS-TV / QUEBEC / LE GRAND JOURNAL (22:3 20 Aug 96

22:39 ELAINE AYOTTE VIEUX PORT

02:30min ELAINE AYOTTE, DENIS LEDUC

VIEUX PORT: LA SOCIETE DU VIEUX PORT
VEUT REVITALISER LE SECTEUR EST, DES
PROJETS AVEC L'ENTREPOT FRIGORIFIQUE
PRES DE MOLSON.

[COUVANT ST-ISIDORE]

"ROGER BOISVERT" VP FONDATION LE
DEVOIR,

"CITOYENS"

(R)

37980-3 CBV-AM / QUEBEC / QUEBEC EXPRESS 20 Aug 96

15:51 MICHEL LAMARCHE MUSEE
02:15min MICHEL LAMARCHE, MICHELINE ARCHAMBAUL
L'EXPOSITION 'PORTRAITS' EST A VOIR
AU MUSEE DU QUEBEC JUSQU'EN SEPTEMBRE
- LES HOLMES BROTHERS PRESENTENT LEUR
SPECTACLE AU D'AUTEUIL - LA SOIREE
DES ANNEES FOLLES EST PRESENTEE A
L'AUBERGE ST-ANTOINE - L'ARQUEMUSE
OFFRE DES ATELIERS DE FORMATION
MUSICALE - AMOURS ET PIANO EST
PRESENTE AU KIOSQUE EDWIN BELANGER
SUR LES PLAINES.

37958-2 CKVL-AM / MONTREAL / INFOS (16:00) 20 Aug 96

16:01 PIERRE ST-ARNAUD ALLIANCE QUEBEC
00:45min PIERRE ST-ARNAUD
LE PRESIDENT D'ALLIANCE QUEBEC
N'APPROUVE PAS LA CROISADE DE HOWARD
GALGANOV A NEW YORK.
"MICHAEL HAMELIN" PRES. ALLIANCE
QUEBEC

38056-1 CBVE-FM / QUEBEC / BREAKAWAY 20 Aug 96

16:06 GILL WALKER MUSEE
02:00min GILL WALKER
SUBJECTS TODAY: - THE PHOTOGRAPH
STYLE ARTIST FOR THE SCUPLTURES. THE
EXHIBITION AT MUSEE DU QUEBEC. - THE
CENTURY OF HOTEL DE VILLE OF QUEBEC
CITY. - CONJUNCTION FOR THE
EDUCATIONAL SERIES WITH A CD-ROM
CARTOON. -

38012-6 CJAD-AM / MONTREAL / 30/30 NEWS 20 Aug 96

17:04 DEREK LIND FEDERAL PROVINCIAL
00:50min DEREK LIND, DEREK CONLON
MOUNT-ROYAL / THE NEW LOOK OUT WAS
INAUGURATED TODAY. THE FACE LIFT MADE
MADE POSSIBLE BY THE FEDERAL

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Mntr# Monitor Notes

Date Aired

WHAT ARE THE IMPLICATIONS OF ALL THIS? IF YOU SEND YOUR KIDS TO AN ENGLISH SCHOOL, EVEN IN THE IMMERSION PROGRAM, ARE THEY REALLY GOING TO GET ENOUGH FRENCH TO BE EMPLOYABLE IN QUEBEC? WHAT IF WE ALL STOP SENDING OUR CHILDREN TO ENGLISH SCHOOLS, EVEN THOSE WHO HAVE FRENCH IMMERSION PROGRAMS? WHAT HAPPENS TO OUR COMMUNITY THEN?

"DON MILES" EDUCATION CONSULTANT FOR ALLIANCE QUEBEC

"JOHN MARINELLI" PRINCIPAL OF PRIORY SCHOOL IN WESTMOUNT

"CHRISTINE LENNON" EXECUTIVE WHO HAVE DECIDED TO SEND HER CHILDREN TO FRENCH SCHOOL

"CALLERS"

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37883-6	CKAC-AM / MONTREAL / JOURNAL DU MIDI	20 Aug 96
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11:29	JACQUES TETREAU	OLYMPIQUES
-------	-----------------	------------

02:45min	JACQUES TETREAU	
----------	-----------------	--

STADE OLYMPIQUE / LA REGIE DES INSTALLATIONS OLYMPIQUES PROCEDE A CERTAINS TRAVAUX SUR LA TOITURE DU STADE OLYMPIQUE A SAVOIR RENFORCIR LA TOILE POUR LUI ASSURER UNE DURER DE VIE UTILE SUPPLEMENTAIRE DE TROIS ANS.

"BRIGITTE TREMBLAY" PP RIO

38246-2	CFGT-AM / ALMA / NOUVELLES (11:30)	20 Aug 96
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11:35	REMI NADEAU	PATRIMOINE
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00:50min	REMI NADEAU	
----------	-------------	--

LE MAIRE DE MISTASSINI N'EST PAS D'ACCORD AVEC LE PROJET DU MINISTRE DU MEF DE CREER UN RESEAU QUEBECOIS DES RIVIERES DU PATRIMOINE ET D'Y INCLURE LA RIVIERE ASHUAPMUSHUAN.

"JEAN-MARC GENDRON", MAIRE DE MISTASSINI

MONARCHY. --"LORD ST. JOHN OF
FAWSLEY", HOUSE OF LORDS

38390-7 TVA-TV / QUEBEC / SALUT BONJOUR (06:00) 21 Aug 96
06:12 GUY MONGRAIN PIERRE PETTIGREW
01:20min GUY MONGRAIN, JACQUES MOISAN
POLITIQUE / LE MINISTRE PIERRE
PETTIGREW DEMANDE A GALGANOV DE
RENONCER A SON VOYAGE A NEW YORK.
STEPHANE DION A DIT A LUCIEN BOUCHARD
DE RETABLIR LA LOI 86.
" STEPHANE DION " MINISTRE DES
AFFAIRES INTERGOUVERNEMENTALES
" PIERRE PETTIGREW " MINISTRE DE LA
COOPERATION INTERNATIONALE

38551-6 CFTO-TV / TORONTO / CFTO NEWSBRIEF 21 Aug 96
07:29 LANE FRASER MUSEUM
00:30min

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Mntr# Monitor Notes Date Aired
Time/Dur Station/Program/Anchor/Reporters Keyword / Formats

DAYMINDER: - SUMMER SIZZLE

SUN-CATCHER CRAFT , MARKHAM MUSUEM -
KIDSUMMER 96 MUSEUM FOR TEXTILES -
MARLEYMANIA , ONTARIO PLACE - REVLON
SUMMER SALE EVENT , INTERNATIONAL
CENTRE

38365-29 SRC-TV / NATIONAL / BON MATIN 21 Aug 96
07:30 MICHEL VIENS FRANCOPHONIE
00:30min MICHEL VIENS , MARTINE DEFOY
FRANCOPHONIE : LA COUR SUPREME DE
C.B. DONNE AU GOUVERNEMENT CLARK
QUELQUES MOIS POUR DONNER AUX
FRANCO-COLOMBIENS LA GESTION DE LEURS
ECOLLES.
(R)

38401-26 CTV-TV / NATIONAL / CANADA AM 21 Aug 96
07:43 DAN MATHESON MUSEUM
05:15min LESLIE JONES
TITANIC: TEAM OF SCIENTISTS AND

HISTORIANS PLAN TO RAISE A TEN TONNE
PIECE OF THE HULL. WRECKAGE WILL
BECOME CENTREPIECE OF RMS TITANIC
MUSEUM IN NEW YORK.

I: "CHARLES HAAS" TITANIC HISTORIAN -
ST. JOHN'S

I: "DAVID LIVINGSTONE" NAVAL
ARCHITECT - ST. JOHN'S

38484-3 CBC-NW / NATIONAL / CBC MORNING NEWS (08 21 Aug 96

08:02 NORMA LEE MACLEOD PIERRE PETTIGREW

01:05min NORMA LEE MACLEOD

QUEBEC: QUEBEC MP'S ARE CRITICAL OF
PREMIER BOUCHARD'S DEALING WITH THE
LANGUAGE ISSUE.

C: "PIERRE PETTIGREW" MINISTER OF
INTERNATIONAL COOPERATION

C: "STEPHANE DION" MINISTER OF
INTERGOVERNMENTAL AFFAIRS

38365-47 SRC-TV / NATIONAL / BON MATIN 21 Aug 96

08:03 MICHEL VIENS FRANCOPHONIE

00:30min MICHEL VIENS , MARTINE DEFOY

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Time/Dur	Station/Program/Anchor/Reporters	Keyword / Formats
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FRANCOPHONIE : LA COUR SUPREME DE
C.B. DONNE AU GOUVERNEMENT CLARK
QUELQUES MOIS POUR DONNER AUX
FRANCO-COLOMBIENS LA GESTION DE LEURS
ECOLES.

(R)

38508-6 RDI-TV / NATIONAL / L'ATLANTIQUE EN DIRE 21 Aug 96

11:24 BRIGITTE BOUGIE FRANCOPHONIE

00:30min BRIGITTE BOUGIE

FRANCOPHONIE : LA COUR SUPREME DE
C.B. DONNE AU GOUVERNEMENT CLARK
QUELQUES MOIS POUR DONNER AUX
FRANCO-COLOMBIENS LA GESTION DE LEURS
ECOLES.

(R)

**CITY'S BID TO HOST THE 2001 CANADA
SUMMER GAMES.**

38507-1 CBO-FM / OTTAWA / REGIONAL NEWS (07:30) 21 Aug 96
07:30 MARGUERITE MACDONALD PREMIERS MEETING
01:40min MARGUERITE MACDONALD, PAMELA POWER
ONTARIO CONSTRUCTION WORKERS WANT
PREMIER MIKE HARRIS TO GET QUEBEC TO
LOOSEN ITS LABOUR LAWS. THE WORKERS
HOPE THE CONSTRUCTION CONTROVERSY IS
RAISED AT THE PREMIER'S MEETING LATER
THIS WEEK.
C: "GILLE PAQUET" , ECONOMIST,

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Mntr#	Monitor Notes	Date Aired
Time/Dur	Station/Program/Anchor/Reporters	Keyword / Formats

UNIVERSITY OF OTTAWA

38418-1 CJAD-AM / MONTREAL / NEWS & COMMENTS (07 21 Aug 96
07:30 GORD SINCLAIR PREMIERS MEETING
00:30min GORD SINCLAIR
THE PREMIERS ARE MEETING AND WILL
BOARD THE UNITY TRAIN THIS MORNING.
LUCIEN BOUCHARD WON'T BE ABOARD THE
TRAIN.

38412-1 CBM-AM / MONTREAL / REGIONAL NEWS (07:30 21 Aug 96
07:30 JIM COWARD PREMIERS MEETING
00:30min JIM COWARD
LUCIEN BOUCHARD WILL MISS THE OPENING
OF THE PREMIERS' MEETING TODAY.

38529-28 CKVL-AM / MONTREAL / L'INFORMATEUR 21 Aug 96

07:31 RICHARD DESMARAIS CONSTITUTION
00:30min RICHARD DESMARAIS
MANCHETTES / VANCOUVER : UN JUGE DE
LA COUR SUPREME DE LA
COLOMBIE-BRITANNIQUE A STATUE QUE LE
GOUVERNEMENT DE CETTE PROVINCE AVAIT
ENFREINT LA CONSTITUTION PARCE QU'IL
NE SUPPORTE PAS ASSEZ L'EDUCATION EN
FRANCAIS



8140-6-96

Failliers de transmission par télécopieur Post-it™ Fax Note 7671B	Date 32-88	# of pages Nbre de pages 2
To / À André Latreille Co./Dept. / Cie/Service	From / De A. Bidard Cé. / Cie	
Phone # / N° de tél.	Phone # / N° de tél.	
Fax # / N° de télécopieur	Fax # / N° de télécopieur	

la commission nationale des parents francophones

Communiqué de presse

le 19 août 1996

L'arrêt APFCB : une jurisprudence favorable de portée nationale !

Winnipeg - La Commission nationale des parents francophones (CNPFF) célèbre avec l'Association des parents francophones de la Colombie-Britannique (APFCB) l'éclatante décision de la Cour suprême de cette province dans la cause relative aux droits de gestion et de contrôle sous l'article 23 de la *Charte canadienne des droits et libertés*.

Dans un jugement rendu public le 19 août dernier, le juge Vickers a déclaré que l'article 5 de la Loi sur les écoles de la Colombie-Britannique et la réglementation 475-95 ne rencontrent pas les obligations de la province sous l'article 23 de la *Charte*. La Cour a également imposé à la Législature un délai précis pour modifier sa loi scolaire, soit avant la fin de la prochaine session de l'assemblée législative de la Colombie-Britannique.

"C'est un été fructueux au niveau des droits scolaires des parents francophones, souligne le président de la CNPFF, Gilbert Savard. En juillet, le gouvernement de Terre-Neuve et du Labrador a accordé le droit de gestion à sa minorité francophone. Le jugement Vickers est un autre pas important au niveau national et l'équipe de l'APFCB mérite toutes nos félicitations.

"A l'échelle nationale, on ne peut pas se réjouir encore, poursuit Gilbert Savard. La gestion scolaire est loin d'être suffisante dans les deux provinces qui comptent le plus de francophones et d'Acadiens, l'Ontario et le Nouveau-Brunswick. Il reste que le jugement Vickers ajoute énormément à la jurisprudence sous l'article 23."

En effet, l'arrêt du 19 août ajoute les précisions suivantes quant à la mise en oeuvre de l'article 23:

- l'égalité en termes de qualité d'éducation ne signifie pas traitement semblable à la majorité, mais traitement différent en raison de l'aspect réparateur de l'article 23 ; le principe de l'équivalence implique une égalité au niveau des résultats de l'éducation et non au niveau des services ; la mise en oeuvre des droits linguistiques peut exiger de la créativité et de l'innovation ;

Communiqué de presse, L'arrêt APFCB...

.../2
page 2

-
- la mise en oeuvre de l'article 23 ne doit pas être discrétionnaire : les provinces ont l'obligation de légiférer, la réglementation n'étant pas suffisante quand il est question d'un droit constitutionnel; la nature de l'obligation doit être traduite par un langage clair dans les textes législatifs ; la loi doit contenir des mécanismes de résolution de conflits ;
 - en termes de financement, le principe de l'équivalence implique des dépenses probablement supérieures à ce qui est disponible pour la majorité ; la gestion et le contrôle des établissements comprennent le droit de faire des dépenses en capital et de devenir propriétaire de terrains et d'édifices ;
 - en termes de réparation, tout retard peut occasionner des coûts supplémentaires, particulièrement au début de la mise en oeuvre.

Le président de la CNPF s'est également dit fort impressionné par les dernières lignes de la décision où le juge se déclare disponible pour régler toute difficulté qui pourrait survenir dans la résolution du conflit entre les parents et le gouvernement. *"Ce jugement confirme encore une fois notre confiance dans les tribunaux canadiens et dans la Constitution. Sans les tribunaux, nous serions encore des citoyens de 2e classe."*

Fondée en 1979, la CNPF regroupe neuf associations provinciales et deux associations territoriales de parents francophones. Sa mission est d'assurer l'épanouissement de l'école de langue française partout au Canada.

Source : Armand Bédard, directeur général de la CNPF (204) 231-1371



Patrimoine canadien Canadian Heritage

Sous-ministre

Deputy Minister

Hull (Québec)
K1A 0M5

Hull, Quebec
K1A 0M5

8140-6-96

le 21 août 1996

NOTE À L'INTENTION DE L'HONORABLE SHEILA COPPS

**JUGEMENT DE LA COUR SUPRÊME DE LA COLOMBIE-
BRITANNIQUE SUR LA GESTION SCOLAIRE DANS CETTE
PROVINCE**

(Pour information)

RÉSUMÉ

- ° La Cour suprême de la Colombie-Britannique rendait, le 20 août dernier, un jugement très favorable aux parents dans la cause sur la gestion scolaire dans cette province. Elle a statué que le gouvernement provincial enfreint la constitution canadienne.
- ° Nous vous proposons d'émettre un communiqué de presse.
- ° Nous poursuivrons nos discussions avec la province afin de conclure une entente en tenant compte des nouveaux paramètres.

Contexte

- ° Le juge Vickers de la Cour suprême de la Colombie-Britannique a rendu, le 20 août dernier, un jugement très favorable aux parents francophones de cette province en statuant que le gouvernement provincial enfreint la constitution canadienne en ne soutenant pas suffisamment l'éducation en français. Les principales conclusions du jugement sont les suivantes :
 - le Règlement sur l'éducation francophone adopté en 1995 est invalide parce qu'il enfreint la préséance de la Loi scolaire de la Colombie-Britannique;

- 2 -

- ce règlement, qui prévoyait des mesures dès la rentrée scolaire 1996, reste en vigueur pour une période déterminée pour permettre à la province d'apporter les changements législatifs nécessaires;
 - la Loi scolaire de la Colombie-Britannique ne rencontre pas les obligations de l'article 23 de la Charte;
 - le nombre d'enfants ayants droit dans la région proposée est suffisamment élevé pour donner à la minorité francophone le droit de gestion le plus élevé et le contrôle sur les programmes d'enseignement et les installations.
- ° Les parents francophones ont eu une réaction très positive au jugement et entendent poursuivre leurs discussions avec le gouvernement provincial pour mettre en oeuvre les recommandations de la Cour (voir leur communiqué de presse ci-joint).
 - ° Le gouvernement de la Colombie-Britannique va analyser le jugement avant de faire connaître sa position.

Considérations

- ° Le ministère de la Justice recommande que la position du Procureur général du Canada soit officiellement neutre, prenant simplement acte de la décision de la Cour.
- ° Toutefois, comme Ministère, nous avons de bonnes raisons de nous réjouir de ce jugement qui fait avancer la cause des parents francophones et de la gestion scolaire en Colombie-Britannique et dans tout le reste du pays.
- ° Nous vous soumettrons sous pli séparé un communiqué de presse et des énoncés médias afin de transmettre la réaction officielle du Ministère face à ce développement important.

- 3 -

- ° Dès que l'on connaîtra la réaction de la province à ce jugement et, bien sûr, en supposant qu'elle ne fera pas appel, nous allons reprendre nos négociations afin d'en venir à une entente sur la gestion scolaire qui tiendra compte des nouveaux paramètres imposés par la Cour. Cependant, dans l'intervalle, étant donné que le régime scolaire actuel demeure temporairement valide, nous discuterons avec la province d'un financement intérimaire pour l'année scolaire 1996-1997 de façon à assurer la bonne marche des activités.



Suzanne Hurtubise

Pièces jointes

Préparé par :

Jean-Gilles Francoeur, Programmes d'appui aux langues officielles, 994-2964

Susan Scotti, Citoyenneté et Programme d'identité canadienne, 994-2167

08/14/96 15:25

1 604 736 1259

A P F C B

→→→ BLAIS CHAUVIN

002

8140-6-96

Association des parents francophones de la Colombie-Britannique



COMMUNIQUÉ DE PRESSE

LE CONSEIL SCOLAIRE FRANCOPHONE ANNONCE L'EMBAUCHE D'UN DIRECTEUR GÉNÉRAL

Vancouver, le 13 août 1996 - Lors d'une conférence de presse, le 12 août 1996, Monsieur Vincent Pigeon, président du Conseil scolaire francophone de Colombie-Britannique a présenté Monsieur Jean-Guy Vienneau, nouvellement engagé à titre de directeur général.

Professeur à l'Université de Moncton au Nouveau-Brunswick depuis 1973, Monsieur Vienneau a offert ses services à plusieurs reprises dans l'élaboration de stratégies de développement de la communauté francophone de Colombie-Britannique.

Monsieur Vienneau sera assisté dans sa tâche de Monsieur Nicolas Ardanaz. Bien connu des milieux de l'éducation en Colombie-Britannique, Monsieur Ardanaz a beaucoup contribué au développement des programmes d'éducation en français. Ils entreront en fonctions- le 1er septembre 1996.

L'Association des parents francophones de la Colombie-Britannique souhaite bonne chance à Messieurs Vienneau et Ardanaz.

L'Association des parents francophones de la Colombie-Britannique est l'organisme voué à la défense et à la promotion des droits et intérêts des parents francophones de la Colombie-Britannique et représente près de 6 000 parents à travers la province.

- 30 -

Pour de plus amples renseignements, communiquez avec :
Marc Gignac, directeur général
A.P.F.C.B.
(604) 736-5056

Pour une
éducation
de qualité!

8140-6-96

CONSEIL SCOLAIRE FRANCOPHONE DE LA COLOMBIE-BRITANNIQUE

(Francophone Education Authority)

1555, 7e Avenue Ouest, bureau 229, Vancouver (C.-B.) V6J 1S1

Téléphone : (604) 736-5030 Télécopieur : (604) 736-5028

TÉLÉCOPIE / FACSIMILE

À/ *M. Stilaire Remoine*
To:De/ *Francine Benoit*
From:Société/
Company:Date/ *14.08.96*
Date:Numéro de télécopieur/
Fax Number:*1-819-963-9353*Nombre de pages incluant la page couverture/
Number of pages including cover sheet:*3*Numéro de téléphone/
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Subject:Commentaires/
Comments:*Pour votre information*
For your information

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**FRANCOPHONE EDUCATION AUTHORITY APPOINTS
CHIEF EXECUTIVE OFFICER**

FOR IMMEDIATE RELEASE

AUGUST 12, 1996

VANCOUVER, B.C. - The Francophone Education Authority of British Columbia has appointed Jean-Guy Vienneau as its Chief Executive Officer. Mr. Vienneau will provide leadership to the Authority - the first Francophone School Board in British Columbia - which takes over management of "Programme cadre" from the provincial School Boards as of September, 1996.

"The Authority looked for someone who understands the heart of the Francophone culture," says Vincent Pigeon, President of the Francophone Education Authority. « Jean-Guy Vienneau not only has this understanding, but he brings to the Authority a passion for the development and enrichment of Francophone culture, supreme leadership skills on local and international levels as well as a superior background in education. "

Mr. Vienneau comes to the Authority from the "Université de Moncton" in New Brunswick where he has been a professor since 1973. He is member of numerous professional organizations in the areas of education and has prepared strategic plans for schools, school districts, community and technical colleges in New Brunswick, Nova Scotia, Prince Edward Island and Manitoba. He also provided counsel for the implementation of education and community development for Francophones in British Columbia.

"Mr. Vienneau will be instrumental in leading the Authority to achieve its mandate of establishing a new public system," adds Pigeon. "He will guide the Authority as it establishes a new public system which offers educational services that value the full development and cultural identity of Francophone learners in the province."

Pigeon also points out that although the Authority's territory currently covers the Fraser Valley, Greater Victoria and Greater Vancouver, it is anticipated that within the next few years its jurisdiction will expand to encompass the entire province.

"Mr. Vienneau will assist the Authority with its immediate goal of making the management change of 'Programme cadre' as smooth as possible," Pigeon continued. "After which he will lead the Authority in its long range planning and development of a five year plan for Francophone education programs in British Columbia."

The Francophone community in British Columbia represents approximately 1.5 per cent of the population and consists of approximately 17,000 Francophone children. Prior to the establishment of the Francophone Education Authority in January of this year, Francophone students have received their education through "Programme cadre" funded by the Ministry of Education and managed by provincial School Boards.

For additional information, contact : Vincent Pigeon, president
(604) 736-5030

CONSEIL SCOLAIRE FRANCOPHONE DE LA COLOMBIE-BRITANNIQUE

(*Francophone Education Authority*)

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LE CONSEIL SCOLAIRE FRANCOPHONE ANNONCE L'EMBAUCHE DE SON DIRECTEUR GÉNÉRAL

Le 12 août 1996

VANCOUVER, C.-B. — Le Conseil scolaire francophone de la Colombie-Britannique a nommé M. Jean-Guy Vienneau au poste de directeur général. M. Vienneau dirigera le Conseil — le premier conseil scolaire francophone en Colombie-Britannique — qui, à compter de septembre 96, prendra en charge le Programme cadre dispensé jusqu'à présent par les commissions scolaires du territoire couvert par le Conseil scolaire.

«Le Conseil cherchait une personne qui comprend le cœur de la culture francophone» affirme M. Vincent Pigeon, président du Conseil scolaire francophone. «En plus de posséder cet atout, Jean-Guy Vienneau apporte avec lui sa passion pour le développement et l'enrichissement de la culture francophone, de remarquables qualités de chef aux plans local et international et une longue expérience dans l'éducation».

Avant d'accepter ce poste, M. Vienneau était professeur à l'Université de Moncton, au Nouveau-Brunswick, depuis 1973. Il est membre de nombreuses associations professionnelles dans le domaine de l'éducation et a mis au point des plans stratégiques pour les écoles, districts scolaires, collèges communautaires et techniques du Nouveau-Brunswick, de la Nouvelle-Écosse, de l'Île-du-Prince-Édouard et du Manitoba. En tant que consultant, il a également offert ses services dans l'élaboration de programmes d'éducation et de plans de développement de la communauté francophone en Colombie-Britannique.

«M. Vienneau contribuera à la réalisation du mandat du Conseil scolaire francophone, qui consiste à mettre sur pied un nouveau système d'éducation publique» ajoute M. Pigeon. «Il guidera le Conseil dans l'établissement d'un nouveau système offrant des services pédagogiques axés sur l'identité culturelle et sur le développement du plein potentiel des apprenants francophones de la province».

M. Pigeon fait remarquer que le territoire du Conseil couvre présentement les régions de la vallée du Fraser, du Grand Victoria et du Grand Vancouver, mais qu'il est susceptible de s'étendre à la province toute entière au cours des prochaines années.

«M. Vienneau aidera le Conseil à réaliser son objectif immédiat, qui est d'effectuer le transfert de la gestion du Programme cadre le plus harmonieusement possible» continue M. Pigeon. «Il dirigera ensuite la planification à long terme et la mise sur pied d'un plan quinquennal pour les programmes pédagogiques francophones en Colombie-Britannique».

La communauté francophone de la Colombie-Britannique représente environ 1,5 % de la population et compte quelque 17 000 enfants francophones. Avant la mise sur pied du Conseil scolaire francophone en janvier de cette année, les élèves francophones du territoire couvert par le Conseil scolaire étaient inscrits au Programme cadre, subventionné par le ministère de l'Éducation et administré par les commissions scolaires du territoire.

Pour information, communiquez avec : Vincent Pigeon, président
(604) 736-5030

8190-6-96



Ministry of Education,
Skills and Training

Policy, Planning and Special Programs
Division

Special Programs Department

PO Box 9146 Stn Prov Govt
VICTORIA BC V8W 9H1
Telephone: (604) 356-0522
Facsimile: (604) 953-4908

August 12, 1996

Mr. Roger Farley
Chief of Operations and Regional Coordination
Official Languages Programs Support
Department of Canadian Heritage
Ottawa, Ontario
K1A 0M5



Dear Mr. Farley:

Please find below our proposed changes to the draft of the Special Agreement for the implementation of francophone schools governance, which draft you provided to us by facsimile June 5th last. The proposed changes are described point by point as follows:

- 2.1 Add the word "and":
"the establishment and operation of Francophone schools, and";
- 2.1 (b) Add the items:
"(v) Learning Resources",
"(vi) Télécolombie Network and Mediated Courses",
"(vii) Teacher Training - In-service";
- 2.1 (c) (i) Add the word "enrolment":
"Support for small enrolment schools";
- 2.1 (c) (iv) Strike the current phrase and replace with:
"Additional support for large geographic area";
- 2.1 (c) (v) Add:
"Fixed costs for school districts/schools";
- 4.1 Add the words "Fiscal year" (three times):
"Fiscal year 1996-97",
"Fiscal year 1997-98",
"Fiscal year 1998-99";

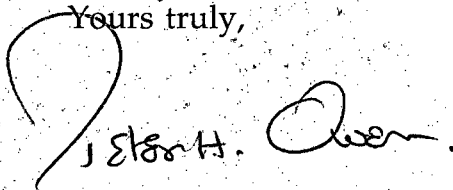
... /2

- 2 -

- 5.1 (c) Add the (underlined) phrase as follows:
"referred to in Clause 2.1 (d), but costs in 2.1 (d) will be used to calculate the contribution in 3.1";
- 6.1 Replace: "for the initiatives described in Clauses 2.1 (a), 2.1 (b), 2.1 (c) and 2.1 (e)" with: "under this Agreement";
- 6.1 (b) Add the word "fiscal":
"March 31st of the current fiscal year";
- 15.1 Add the word "Agreement":
"The term of this Special Agreement";
24. Add title: "MEANING OF SPECIAL AGREEMENT"; and
25. Add title: "DELEGATION OF EXERCISE OF DISCRETION".

If you have any questions regarding these proposed changes, please call me at (604) 356-0522.

Yours truly,



Peter H. Owen
Executive Director

PHO/GV/jt

8140-6-96



Ministry of Education, Skills and Training
French Programs Branch
Parliament Buildings
Victoria BC V8V 1X4

Telephone: (604) 356-2524
Facsimile: (604) 387-1470

FAX

Date: 12 Août 96

DESTINATAIRE

Nom :

Mr. Michèle Blais Chouin
Patrimoine Canadien

pages: 3

(incluant la page couverture)

télécopieur (819) 953 6580

téléphone : _____

EXPÉDITEUR

Nom:

Lmt. pour
Raymond Dumit

n° de téléphone:

(604) 356-2527

n° de télécopieur:

(604) 387-1470

Message:

Tel que demandé

Bonne journée!

Lmt. Breque

CONSEIL SCOLAIRE FRANCOPHONE DE LA COLOMBIE-BRITANNIQUE
(*Francophone Education Authority*)

1555, 7^e Avenue Ouest, bureau 229, Vancouver (C.-B.) V6J 1S1
Téléphone : (604) 736-5030 Télécopieur : (604) 736-5028

**LE CONSEIL SCOLAIRE FRANCOPHONE ANNONCE L'EMBAUCHE DE
SON DIRECTEUR GÉNÉRAL**

Le 9 août 1996

VANCOUVER, C.-B. — Le Conseil scolaire francophone de la Colombie-Britannique a nommé M. Jean-Guy Vienneau au poste de directeur général. M. Vienneau dirigera le Conseil — le premier conseil scolaire francophone en Colombie-Britannique — qui, à compter de septembre 96, prendra en charge le Programme cadre dispensé jusqu'à présent par les commissions scolaires du territoire couvert par le Conseil scolaire.

«Le Conseil cherchait une personne qui comprend le cœur de la culture francophone» affirme M. Vincent Pigeon, président du Conseil scolaire francophone. «En plus de posséder cet atout, Jean-Guy Vienneau apporte avec lui sa passion pour le développement et l'enrichissement de la culture francophone, de remarquables qualités de chef aux plans local et international et une longue expérience dans l'éducation».

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«M. Vienneau contribuera à la réalisation du mandat du Conseil scolaire francophone, qui consiste à mettre sur pied un nouveau système d'éducation publique» ajoute M. Pigeon. «Il guidera le Conseil dans l'établissement d'un nouveau système offrant des services pédagogiques axés sur l'identité culturelle et sur le développement du plein potentiel des apprenants francophones de la province».

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Pour de plus amples renseignements, communiquez avec :

Vincent Pigeon

Président

Conseil scolaire francophone

(604) 736-5030

8140-6-96

Auth: Bob Robertson at VANCOUVER
Date: 96-06-26 07:48
Priority: Normal
CC: Hilaire Lemoine at JLS7-HULL
CC: Ginette Montreuil
CC: Michele Blais-Chauvin at JLS7-HULL
TO: Roger Farley at JLS7-HULL
Subject: Re: Francophone school governance

----- Message Contents -----

Roger,

The answer is yes.

Bob

Reply Separator

Subject: Francophone school governance

Author: Roger Farley at JLS7-HULL

Date: 6/25/96 5:05 PM

Hi Bob,

I just received a call from Martine and she was telling me that the province's lawyers are seeking ways to postpone again the court case. I agree with her that amount of energy and resources that the parents have to deploy on that case each time that there is a change in positions or strategy is enormous.

I am awaiting a response from our legal services on the portion of the legal fees that we can reimburse through the national organization CNPF.

On a day to day basis, the telephone costs that the association have to pay for conference calls with lawyers in Ottawa (Justice and Commissioner) and Edmonton are very important for such an organization. Do you think that your office may help on that by providing services in kind ie. organizing the conference calls through your office?

Roger

UC

Rogers R.

8140-6-96

Message pour: Hilaire Lemoine

Télécopieur # 953-9353

De: Edgar Gallant

" # 737-6650

Dat: le 25 juin, 1996

Sujet: Mémoire de Justice Canada devant la cour de la Colombie Britannique

J'ai pris connaissance du mémoire remis à Justice Canada
et je dis "Bravo!" c'est maintenant presque un chef-d'œuvre.
Les efforts des parents francophones de la C.B. sont récompensés.
Martino mérite des félicitations.

Cemitéias: Edgar

Michèle 96.6.28
pour information de l'essai

Rager

DES COPIES S.V.P.



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Security classification - Cote de sécurité

MEMORANDUM/NOTE DE SERVICE

Patrimoine canadien
Opérations et coordination
régionale

JUL 30 1996

Canadian Heritage
Operations and Regional
Coordination

Michelle
pour information
A. Chasse
Pogn.

File number - Numéro de dossier
295104-23-8

Date
24 juillet 1996

Telephone / FAX - Téléphone / Télécopieur
941-4037/952-4137

TO/DEST:

Diffusion

FROM/ORIG.:

Michel Francoeur, Avocat-conseil
Groupe du droit des langues officielles, Section des droits de la personne

SUBJECT/OBJET:

AUDITION DE L'AFFAIRE ASSOCIATION DES PARENTS FRANCOPHONE
DE LA C.-B. C. C.-B. — ART. 23 DE LA CHARTE CANADIENNE

Comments/Remarques

La présente constitue un compte-rendu de l'audition qui eut lieu du 8 au 11 juillet 1996 à Nanaimo (C.-B.) à l'égard du dossier cité en rubrique.

D'entrée de jeu, mentionnons qu'une version française du mémoire du Procureur général du Canada fut remise aux avocats de toutes les parties et que la Cour fut informée de la disponibilité de cette version officielle du mémoire (en Colombie-Britannique, les procédures ne peuvent être déposées à la Cour qu'en anglais). Soulignons également qu'un journaliste ainsi qu'un cameraman de Radio-Canada et RDI furent présents tout au long du procès, leurs reportages ayant fait la une des téléjournaux régionaux respectifs de Radio-Canada et RDI à tous les soirs du procès, c'est-à-dire les 8, 9, 10 et 11 juillet (une copie de la version française de notre mémoire leur fut également remise).

D'autre part, les représentations orales des parties furent conformes à leurs plaidoiries écrites, le Commissaire aux langues officielles ayant avancé une position entièrement favorable à la cause des parents. À cet égard, il est intéressant de noter que les avocats de la province se sont objectés à toute argumentation de la part des avocats du Commissaire ayant trait à la question de la compatibilité du règlement de la Colombie-Britannique avec la loi scolaire de cette province (la question de l'*ultra vires*), et que la Cour a donné gain de cause à la province sur cette question, au motif que cette question n'est pas liée, à proprement parler, aux principes juridiques inhérents à l'art. 23 de la Charte. Dans notre propre mémoire, nous avons refusé de nous prononcer sur cette question de l'*ultra vires*, précisément parce qu'il ne s'agit pas d'une question reliée à l'art. 23 de la Charte et parce que l'intervention du P.G. du Canada avait

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Comments/Remarques

pour seul but de discuter des principes de l'art. 23. Or, l'une des critiques des parents et du Commissaire (et de leurs avocats respectifs) à l'égard de notre mémoire avait justement trait au fait que nous ne traitions pas de cette question. Le juge partagea donc notre point de vue à ce sujet.

Par ailleurs, il est utile de souligner qu'une autre critique des parents, du Commissaire et de leurs avocats concernait une partie de notre première ébauche de mémoire qui discutait du critère des «nombres» sous l'empire de l'art. 23. Sur cette question, notre mémoire se limitait à expliquer les paramètres de ce critère et à en discuter l'application par la Cour suprême du Canada dans les affaires *Mahe* et *Renvoi du Manitoba*, sans toutefois en faire une question en litige: en effet, dans la mesure où la requête des parents demandait à la Cour de déclarer qu'il existe un nombre suffisant d'enfants à Vancouver et Victoria pour justifier la mise en oeuvre de l'art. 23 dans ces régions, il nous paraissait pertinent de discuter de ces principes pour le bénéfice de la Cour. Pourtant, les parents, le Commissaire et leurs avocats s'objectèrent avec fermeté à cette partie de notre mémoire, au motif que toutes les parties s'entendaient pour ne pas en faire une question en litige, et que toute allusion à ces principes risquait de compromettre ce consensus. N'ayant qu'un statut d'intervenant au dossier, et ne désirant pas nuire au déroulement des procédures, il fut décidé de retirer cette partie de notre mémoire. Or, une fois rendus devant le juge, il devint clair pour tous que la déclaration demandée par les parents relativement aux nombres de Vancouver et Victoria exigeait à tout le moins que la Cour soit informée de l'existence du critère du nombre et de son application par la Cour suprême du Canada — ce que les avocats du Commissaire, des parents et de la province ne manquèrent pas de faire — et que le Procureur général du Canada avait donc vu juste en discutant de ces questions dans la première ébauche de son mémoire.

Quant aux reportages de Radio-Canada et RDI, nous nous contenterons de souligner que des entrevues furent accordées par les présidentes respectives de l'Association des parents francophones de la C.-B. et de la Fédération des Franco-Colombiens, par le représentant régional du bureau du Commissaire aux langues officielles et par l'avocat de la province et, une fois le procès complété, par l'avocat des parents. Compte tenu du rôle d'intervenant et d'«ami de la Cour» du Procureur général du Canada, il fut décidé que nous n'accorderions aucune entrevue. Ceci dit, lors de ses reportages le journaliste discuta de la position du Procureur général du Canada dans ce dossier: ainsi, le lundi soir, il affirmait que les parents bénéficiaient de l'appui moral du Procureur général du Canada, le mardi soir il réitérait que le gouvernement fédéral appuyait les parents, alors que le mercredi soir (notre plaidoirie orale fut effectuée le mercredi), il affirmait que le Procureur général du Canada était d'avis que le système scolaire n'avait pas à être entièrement contenu dans une loi — par

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Comments/Remarques

opposition à un règlement —, et que ceci irritait les parents. Le journaliste compléta toutefois son reportage en affirmant que le P.G. du Canada blâmait la province pour le schéma financier prévu par cette dernière pour la mise en oeuvre de l'art. 23. Ce compte-rendu du journaliste, bien qu'approximatif et incomplet, reflète néanmoins assez bien la position du P.G. du Canada dans ce dossier. En fait, la plaidoirie orale du P.G. du Canada ne faisait que reprendre les arguments élaborés dans son mémoire écrit.

Le seul nouvel argument présenté lors de l'audition visait la question de la responsabilité financière du gouvernement fédéral en matière d'éducation. En effet, dans la mesure où le P.G. de la Colombie-Britannique et le juge se sont tous deux interrogés sur la responsabilité du fédéral sous l'empire de l'art. 23 de la *Charte*, il fut jugé nécessaire d'établir clairement l'état du droit à ce sujet: nous avons donc indiqué à la Cour que la responsabilité juridique de mise en oeuvre de l'art 23 de la *Charte* incombait entièrement aux provinces -- tant sur le plan pédagogique que financier -- et ce conformément à l'art. 93 de la *Loi constitutionnelle de 1867*, qui prévoit que l'éducation est de compétence exclusivement provinciale. Nous avons toutefois précisé que le gouvernement fédéral s'était engagé depuis longtemps à assister les provinces dans leur mise en oeuvre de l'art. 23 -- engagement d'ailleurs enchâssé dans le préambule et aux articles 41, 42 et 43(1)(d) de la *Loi sur les langues officielles* --, et que le gouvernement fédéral (plus particulièrement le Secrétariat d'État et maintenant le ministère du Patrimoine canadien) avaient paraphé plusieurs ententes de financement afin de satisfaire cet engagement, alors que des négociations étaient présentement en cours avec les autorités provinciales de Colombie-Britannique. À cet égard, le représentant du P.G. de la Colombie-Britannique a finalement précisé qu'il n'imputait aucune responsabilité juridique au fédéral sous l'égide de l'art. 23.

Par ailleurs, soulignons que lors du dernier reportage du journaliste de RDI, la présidente de l'Association des parents francophones a affirmé qu'une autre action serait intentée sous peu en Colombie-Britannique concernant l'art. 23, cette fois pour obtenir un certain niveau de gestion scolaire dans les régions autres que Vancouver et Victoria.

Notons aussi qu'à la fin de l'audition le juge a indiqué qu'il prendrait l'affaire en délibéré, et qu'il s'attaquerait immédiatement à la tâche de façon à rendre jugement dans les meilleurs délais; on peut présumer, sans aucune garantie toutefois, que le juge rendra sa décision d'ici la fin de l'été 1996.

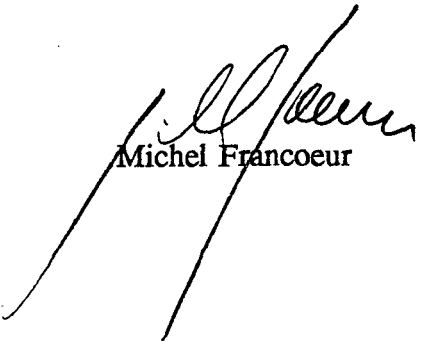
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Comments/Remarques

Enfin, il me paraît important de souligner que le procès de quatre jours s'est déroulé dans une ambiance empreinte de respect, alors que le juge David Vickers présidait les travaux avec tact, efficacité et impartialité.

Si vous désirez discuter plus amplement de ce dossier, n'hésitez pas à communiquer avec le soussigné.



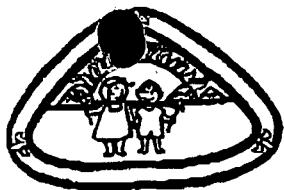
Michel Francoeur

MF\cl

Diffusion

David Rodier
John Scratch
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Hilaire Lemoine
Pierre Gaudet
Michael O'Keefe
Roger Farley

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ASSOCIATION DES PARENTS FRANCOPHONES DE LA COLOMBIE-BRITANNIQUE

1555, 7e avenue Ouest, Suite 223
Vancouver, (C.-B.)
V6J 1S1
Téléphone : (604) 736-5056
Télécopieur : (604) 736-1259

96.7.25
Michelle
pour info / dossier

TÉLÉCOPIE

Rg

DATE:

June 26, 1996

À / TO:

ROGER FARLET

Patrimoine Canada

1-819-953 6580

DE / FROM:

Narine GaliBois BAASS

PAGES:

4

COMMENTAIRES:

Continuité de notre stratégie. -

Ne pas fâcher MR GROBERMAN.

J'aimerais avoir vos commentaires

Vous pouvez me joindre au (604) 736-5056
après 13h00 (heure de Vancouver)

Pour une

éducation

de qualité!

06/26/96 11:28 1 604 738 1259 A P F C B
JLN-26-1996 10:46 G D R E N T L I N I N G

002

G. Brent Gawne & Associates

G. Brent Gawne
(also of the B.C. Bar)
Peggy Kobly
Janet E. Morok (Student at Law)

2300, Centennial Building
10015 - 103 Avenue
Edmonton, Alberta T5J 0H1

Barristers & Solicitors

Telephone: (403) 421-1132
Facsimile: (403) 429-1440

Our File: 2549 GBG

Your File:

June 26th, 1996

CONFIDENTIEL

SENT VIA FACSIMILE

DRAFT

Ministry of Attorney General
Legal Services Branch
6th Floor, 1001 Douglas Street
Victoria, British Columbia V8V 1X4

ATTENTION: Harvey Groberman

Dear Sir:

RE: L'association des parents francophones de la Colombie-Britannique

I have for reply your letters and enclosures of June 24th, 1996 dealing with your concerns about the Plaintiffs' Affidavits and enclosing your Notice to Admit Facts.

Assuming, *arguendo*, that the portions of our Affidavit material that you have identified do contain a degree of hearsay, legal interpretation, and speculation, this is a constitutional case of considerable social importance, and, in contrast to the more formalistic approach taken by the Courts in, say a removal and sale application, more latitude is given to the parties in such cases. While we appreciate your objections may touch on the weight given to these paragraphs by the Court, this evidence is, however, admissible and relevant in this case.

Moreover, we believe that Dr. Landry's Affidavit is particularly relevant in that it underscores the remedial importance of s.23 and its general purpose: "the preservation and promotion of both official languages and their respective cultures, by assuring that each language flourishes, as far as possible, in provinces where it is not spoken by the majority of the population" (*Mahé* at 362).

With respect to your Notice to Admit Facts, we can confirm that we have reviewed this with our clients and, while we are prepared to provide you with a formal reply, we propose, instead, that the following seven paragraphs could be added to our Agreed Facts:

06/26/96 11:27

JUN-26-1996 10:47

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003

Page 2

June 26, 1996

Mr. Harvey Groberman

DRAFT

CONFIDENTIEL

1. Parents of children currently enrolled in P.C.D.F. have been assured by the Francophone Education Authority, the Conseil Scolaire Francophone de la Colombie-Britannique ("C.S.F.C.B."), that, provided that adequate funding will be made available, it will be continuing francophone educational programs in the coming year. Those parents have been invited to become members of C.S.F.C.B.
2. The response from those parents has been generally positive;
3. The C.S.F.C.B. has started the process leading to the negotiations of contracts with School Boards to have those Boards provide facilities and instruction in the coming school year.
4. All of the School Boards involved have now been approached and all have agreed in principle that most if not all of the facilities currently in use for the P.C.D.F. should be made available to the C.S.F.C.B. in the coming year.
5. The various School Boards and the C.S.F.C.B. have reached a general understanding on the arrangements that are to be in place for September; an issue that still needs to be addressed is the amount of money to be paid by the C.S.F.C.B. to the Boards;
6. The C.S.F.C.B. hopes that agreements in principle with the School Boards will be completed in the near future;
7. The C.S.F.C.B. expects that it will be providing francophone education in September, on a status quo basis to that of the P.C.D.F..

We would ask you to compare these seven paragraphs to those of your Notice to Admit. You will note that, subject to minor changes, they are essentially the same as your paragraphs 1, 3, 4, 6 and 7. Paragraph 2 is identical. There have been minor changes to paragraph 5 but the last sentence has been deleted as it is our information that no specific offers have been made so far.

In our view these admissions obviate any need for an examination or Affidavit of Jack Fleming.

06/26/96 11:27 81 804 736 1258
JUN-26-1996 10:47 G BRENT GAWNE

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P. 04/04

Page 3
June 26, 1996
Mr. Harvey Groberman

CONFIDENTIEL

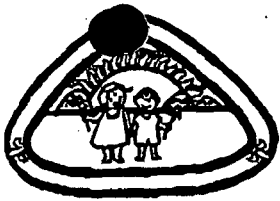
May we hear from you as soon as possible.

Yours truly,

DRAFT
G. BRENT GAWNE
GBG/sma

Re: C:\WORK\2549\ GROBERMA.JUL
June 26, 1996

8140-6-96



ASSOCIATION DES PARENTS FRANCOPHONES DE LA COLOMBIE-BRITANNIQUE

1555, 7e avenue Ouest, Suite 223
Vancouver, (C.-B.)
V6J 1S1
Téléphone : (604) 736-5056
Télécopieur : (604) 736-1259

TÉLÉCOPIÉ

DATE : 25 juin 1996

À / TO : Roger Farley

DE / FROM : Martin Galois Basso

PAGES : 7

COMMENTAIRES :

Nouvelles stratégies de
reclutement de la
province, de nouvelles montagnes
russe

RF61BW

Pour une
éducation
de qualité!



Province of
British Columbia

Ministry of
Attorney General

LEGAL SERVICES BRANCH
1001 Douglas Street
Victoria, B.C.
V8V 1X4
Telephone: (604) 358-8400
Telecopier: 356-9154

June 24, 1996

VIA TELECOPIER

G. BRENT GAWNE
Barristers and Solicitors
2300, Centennial Building
10015 - 103 Avenue
Edmonton, Alberta
T5J 0H1

CONFIDENTIEL

Dear Sir:

Re: L'Association des parents Francophones de la Colombie-
Britannique et al v. Her Majesty the Queen et al
S.C.B.C. Vancouver Registry Action No. A890762

Thank you for your letter of June 21, 1996. I am prepared to agree to all of the matters except for the refinement to paragraph 45.

My understanding is that the rejection of the *Independent Schools Act* proposal had nothing to do with "management and control" concerns, but arose because the Plaintiffs were of the view that the *Independent School Act* arrangement did not provide equivalence with the majority language schools.

In the result, I must insist that the italicized words in your re-draft be deleted. In the event that you feel it necessary to refer to the Plaintiffs' motives in rejecting the *Independent Schools Act* proposal, I am amenable to adding the phrase "because they did not consider it to meet the requirements of s. 23 of the *Charter*" in place of your italicized words.

Yours truly,

HARVEY GROBERMAN
Barrister and Solicitor

HG:bac

P.S. How many slices?



Province of
British Columbia

Ministry of
Attorney General

LEGAL SERVICES BRANCH
1001 Douglas Street
Victoria, B.C.
V8V 1X4
Telephone: (604) 356-8400
Telecopier: 356-8154

June 24, 1996

VIA TELECOPIER

G. BRENT GAWNE
Barrister and Solicitor
2300, Centennial Building
10015 - 103 Avenue
Edmonton, Alberta
T5J 0H1

CONFIDENTIEL

Dear Sir:

**Re: L'Association des parents Francophones de la Colombie-
Britannique v. Her Majesty the Queen et al**

I write with respect to the evidence in the above captioned matter. It appears that we are very close to producing an Agreed Statement of Facts. By separate letter, I am commenting on your latest proposals.

The purpose of this letter is to discuss the Affidavit evidence that has been filed, and to seek some agreement on the manner in which the current state of affairs will be placed before the Court.

I have previously indicated to you that I have concerns as to the admissibility of some of the evidence that has been filed. There is a great deal of hearsay, legal interpretation, and speculation included in the Affidavits. I will be objecting to the admissibility of such statements. In particular, I take objection to the following portions of Affidavits:

Affidavit of Martine Galibois Barss: paragraphs 8, 23, 26, 27, 28, 30, 31, and 32.

Affidavit of Deirdre Ward-Fogarty filed May 8, 1996: paragraphs 19, 21, 22, and 24.

Affidavit of Yseult Friolet filed May 22, 1996: paragraphs 8, 13, and 14

Affidavit of Louise Côté Madill filed May 22, 1996: paragraph 10

I will also object to the admissibility of the Affidavit of Rodrigue Landry, on grounds of relevance to the application. While I will be formally objecting to its admissibility at the outset of the hearing, it seems to me that the Court should

- 2 -

determine its relevance after hearing all of the argument on the merits. I do not expect to be separately addressing the issue of its admissibility.

I am also concerned that paragraph 25 of the affidavit of Martine Galibois Barss and paragraphs 14, 15, 16, 25, 26, 27, and 28 of the affidavit of Deirdre Ward-Fogarty present a misleading picture of the current state of the F.E.A.

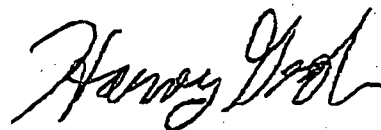
All of the information that I have indicates that the F.E.A. is on track to provide educational programs in September of 1996, and that negotiations for facilities are nearing completion. I had expected to obtain this information in an affidavit. Unfortunately, the F.E.A. has not been cooperative; indeed, its directors have instructed Jack Fleming, who is conducting the negotiations and is largely responsible for day-to-day operations, not to talk to me. Mr. Pigeon, the president of the Conseil Scolaire Francophone de la Colombie-Britannique, has advised me that he will provide a response to my questions by Wednesday of this week. It may be that this response will eliminate the need for any further Court proceedings to obtain information, but I am not entirely optimistic.

I am enclosing, at this time, a Notice to Admit, containing what I believe are uncontroversial matters. In the event that you are able to admit these matters, it may obviate the need for further procedures.

In the event that you are unable to admit the matters contained in the Notice to Admit, and Mr. Pigeon's response is not sufficient to allow me to put the full picture before the Court, I anticipate making an application to examine Mr. Fleming under Rule 28, and/or to cross-examine Ms. Galibois Barss, Ms. Ward-Fogarty, and possibly some of the other deponents.

I am hopeful that it will not be necessary to proceed with such examinations. Any efforts that your clients are willing to make in ensuring that the current situation of the F.E.A. is before the Court would be greatly appreciated.

Yours truly,



HARVEY GROBERMAN
Barrister and Solicitor

CONFIDENTIAL

HG:bac

Enclosure

c.c. Johannes A. Van Iperen, Q.C.
Stephen B. Acker

- 2 -

The facts, the admission of which is requested are:

1. Parents of children currently enrolled in P.C.D.F. have been assured by the Francophone Education Authority, the Conseil Scolaire Francophone de la Colombie-Britannique ("C.S.F.C.B."), that it will be continuing francophone educational programs in the coming year. Those parents have been invited to become members of the C.S.F.C.B.
2. The response from those parents has been generally positive;
3. The C.S.F.C.B. is in the process of negotiating contracts with School Boards to have those Boards provide facilities and instruction in the coming school year;
4. All of the School Boards involved have now been approached, and all have confirmed that the facilities currently in use for the P.C.D.F. will be available to the C.S.F.C.B. in the coming year;
to operate a "classroom" program for the coming year. a general understanding
5. The various School Boards and the C.S.F.C.B. have reached broad agreement on the arrangements that are to be in place for September; the issue that still needs to be addressed is the amount of money to be paid by the C.S.F.C.B. to the Boards.
no offers so far
* Some of the Boards have made specific offers, and these are currently being analysed to determine their acceptability;
hope that agreement in principle
6. The C.S.F.C.B. is confident that contracts with the School Boards will be completed in the near future;
7. The C.S.F.C.B. is ~~confident~~ *expects* that it will be providing francophone education in September and that the quality of the education and facilities ~~will meet or exceed~~ *should maintain the status quo* those previously provided in the P.C.D.F. program.
with

The documents, the authenticity of which admission is requested are:

Nil

CONFIDENTIEL

06/25/98 17:17 604 736 1259
JUN 24 '96 03:50 PM LEGAL SERVICES

A P F C B

008/007

NO. A890762
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

**L'ASSOCIATION DES PARENTS FRANCOPHONES DE
LA COLOMBIE-BRITANNIQUE, LA FEDERATION DES
FRANCOPHONES DE LA COLOMBIE-BRITANNIQUE, AND
PIERRETTE LARRIVEE WOODS, DANIEL LESCIELLER, LOUIS
BRIERE, DEIRDRE WARD-FOGARTY, MICHEL LEROUX, DIANE
DUPRUIS, ON BEHALF OF THEMSELVES AND ALL OTHER
PERSONS RESIDING IN THE VANCOUVER/LOWER MAINLAND
AND VICTORIA REGIONS HAVING FRENCH LANGUAGE
EDUCATIONAL RIGHTS PURSUANT TO S.23 OF THE CANADIAN
CHARTER OF RIGHTS AND FREEDOMS, BEING PART I OF THE
CONSTITUTION ACT, 1982, S.C. 1982**

PLAINTIFFS

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA, MINISTER OF
EDUCATION OF THE PROVINCE OF
BRITISH COLUMBIA AND THE
ATTORNEY GENERAL OF THE PROVINCE
OF BRITISH COLUMBIA**

DEFENDANTS

CONFIDENTIEL

NOTICE TO ADMIT

**HARVEY GROBERMAN
MINISTRY OF ATTORNEY GENERAL
Legal Services Branch
1001 Douglas Street, 6th Floor
Victoria, British Columbia
V8V 1X4 (#356-8848)**

P.07/07

G BRENT GRANE

JUN-25-1996 10:56

002147

NO. A890762
VANCOUVER REGISTRY**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

L'ASSOCIATION DES PARENTS FRANCOPHONES DE
LA COLOMBIE-BRITANNIQUE, LA FEDERATION DES
FRANCOPHONES DE LA COLOMBIE-BRITANNIQUE, AND
PIERRETTE LARRIVEE WOODS, DANIEL LESCIELLER, LOUIS
BRIERE, DEIRDRE WARD-FOGARTY, MICHEL LEROUX, DIANE
DUPRUIS, ON BEHALF OF THEMSELVES AND ALL OTHER
PERSONS RESIDING IN THE VANCOUVER/LOWER MAINLAND
AND VICTORIA REGIONS HAVING FRENCH LANGUAGE
EDUCATIONAL RIGHTS PURSUANT TO S.23 OF THE CANADIAN
CHARTER OF RIGHTS AND FREEDOMS, BEING PART I OF THE
CONSTITUTION ACT, 1982, S.C. 1982

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AND:

CONFIDENTIAL

HER MAJESTY THE QUEEN IN RIGHT OF THE
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EDUCATION OF THE PROVINCE OF
BRITISH COLUMBIA AND THE
ATTORNEY GENERAL OF THE PROVINCE
OF BRITISH COLUMBIA


DEFENDANTS

NOTICE TO ADMIT

TAKE NOTICE that the Defendants, Her Majesty the Queen in Right of the Province of British Columbia, the Minister of Education of the Province of British Columbia and the Attorney General of British Columbia requests the Plaintiffs to admit, for the purpose of this proceeding only, the facts set out below and the authenticity of the documents referred to below, copies of which are attached.

AND TAKE NOTICE that, unless the court otherwise orders, if the party to whom this notice is directed does not deliver a written statement, as provided in Rule 31(2) within 14 days after delivery of a copy of this notice to him or her, then the truth of the facts and the authenticity of the documents shall be deemed to be admitted.

DATED this 24th day of June, 1996.


Harvey Groberman
Solicitor for the Defendants

v: personal
g: show drive

**Conseil scolaire francophone
de la Colombie-Britannique**
(Francophone Education Authority)
1555 - 7e Avenue Ouest, bureau 229
Vancouver, (C.-B.) V6J 1S1



Francophones de la Colombie-Britannique

*En novembre 1995, le gouvernement de la Colombie-Britannique
a établi l'Autorité scolaire francophone, un organisme qui
permet aux francophones de gérer et de contrôler le système
d'éducation francophone.*

*Cinq conseillers ont été nommés par le gouvernement le 14 décembre 1995
et ont adopté le nom de Conseil scolaire francophone. Celui-ci assumera, à
partir de juillet 1996, la responsabilité du système d'éducation francophone
dans le territoire prescrit par la réglementation, soit la vallée du Fraser de
Chilliwack à Vancouver ainsi que le sud de l'île de Vancouver.*

*Exercez
vos
droits!*

Nous vous invitons à adhérer au Conseil scolaire.

Vous devez devenir membre du Conseil scolaire :

- si vous souhaitez participer aux élections des conseillers ainsi que des délégués qui formeront l'Assemblée générale du Conseil scolaire; ou
- si vous désirez inscrire vos enfants au programme francophone dans la vallée du Fraser, la région du Grand Vancouver ou le sud de l'île de Vancouver.

L'adhésion est ouverte à tous les francophones de la C.-B.

Même si vous habitez en dehors du territoire prescrit, les responsabilités du Conseil scolaire ne se limitent pas à l'éducation des élèves; en effet, le Conseil est aussi chargé de veiller à la préservation et à l'essor de la culture francophone et de la langue dans l'ensemble de la province. On s'attend à ce que les écoles jouent un rôle critique dans ce domaine, de concert avec tous les membres et les groupes de la communauté francophone. Étant donnée la nature globale du rôle qui lui est attribué, il est absolument nécessaire que tous les francophones de la province aient la possibilité de participer aux élections et de choisir leurs délégués.

Les enfants vivant dans le territoire prescrit pourront fréquenter le programme francophone (Programme cadre) à condition qu'au moins un des parents adhère au Conseil scolaire francophone.

Qui peut devenir membre?

Nous vous invitons à adhérer au Conseil scolaire francophone si vous avez la citoyenneté canadienne ou le statut d'immigrant reçu, si vous demeurez en Colombie-Britannique et si vous répondez à au moins une des conditions suivantes :

- votre langue maternelle (première langue apprise et encore comprise) est le français,
- vous avez reçu votre instruction primaire en français au Canada,
- l'un de vos enfants a reçu son instruction primaire ou secondaire en français au Canada,
- l'un de vos enfants reçoit son instruction primaire ou secondaire en français au Canada.

Remarque : Les immigrants ne sont pas sûrs s'ils ont le droit d'inscrire ou de continuer à inscrire leurs enfants dans les écoles francophones. Nous avons demandé aux représentants du gouvernement de clarifier ce point et nous nous attendons à ce que le problème soit résolu de façon positive d'ici la rentrée de septembre. Nous vous invitons donc à vous inscrire dès maintenant.

**These Registration and
Affirmation forms are
available in english on request.
Call the Conseil scolaire office
at (604) 736-5030 or
1-888-715-2200 if you require
an english version.**



Que va coûter mon adhésion au Conseil scolaire?

L'adhésion des membres est
entièrement gratuite.

Comment puis-je adhérer au Conseil scolaire francophone?

Vous devez remplir le formulaire
d'adhésion et l'affirmation solennelle que
vous signerez devant un commissaire aux
affidavits et vous ferez parvenir le tout au
Conseil scolaire francophone.

Pour simplifier le processus d'adhésion,
nous allons demander aux comités de
parents et aux associations francophones
locales d'assurer la distribution et la collecte
des formulaires. Il leur sera peut-être
possible de faire les arrangements
nécessaires pour qu'un commissaire aux
affidavits soit présent à une date donnée et
qu'il certifie la signature des candidats à
l'adhésion au Conseil scolaire sans qu'ils
aient à payer pour ses services.

Si ce genre d'arrangements n'est pas
offert dans votre ville ou dans votre
région, veuillez appeler le Conseil
scolaire francophone au (604) 736-5030
ou au 1-888-715-2200. Nous serons en
mesure de vous envoyer les formulaires
requis et de vous renseigner sur le
processus d'adhésion.

Remarque : La définition juridique
d'un commissaire aux affidavits inclut
les professions suivantes : "government
agent", notaire, avocat, secrétaire/
trésorier de district scolaire.

Pourquoi l'adhésion au Conseil scolaire est-elle si importante?

L'adhésion au Conseil scolaire vous
donne le droit de participer aux élections
des 15 délégués qui représentent
l'ensemble des membres du Conseil
scolaire; des cinq conseillers qui forment
le conseil d'administration du Conseil
scolaire. Chaque année, le directeur
général adressera la correspondance
nécessaire à la tenue des élections qui
détermineront le conseiller qui
représentera chacune des cinq zones.

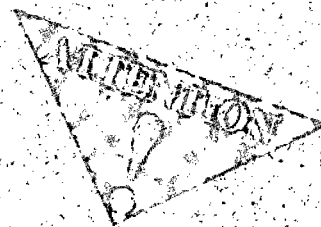
N'oubliez pas que ces conseillers
prendront des décisions importantes
relatives à la préservation et à l'essor de
la culture francophone et de la langue
dans l'ensemble de la province. C'est
lors de l'Assemblée générale annuelle
que les conseillers et les membres du
personnel feront rapport aux délégués
des progrès réalisés en matière
d'éducation, des états financiers et de
la planification pour l'année suivante.



Nous comptons sur votre participation active.

Pour de plus amples renseignements,
composez notre numéro sans frais : le

1-888-715-2200.



Où pourra-t-on se procurer les documents requis pour l'adhésion au Conseil scolaire francophone?

Nous allons distribuer les formulaires par l'intermédiaire des écoles de la province qui
offrent le programme francophone (le Programme cadre) et par l'intermédiaire des
associations francophones. Notre vœu le plus cher est que tous les francophones adultes
deviennent membres du Conseil scolaire, qu'ils aient des enfants ou non. Si vous ne
recevez pas les formulaires par le biais d'une des sources mentionnées ci-dessus, nous
nous ferons un plaisir de vous les envoyer directement – il vous suffit de nous appeler :

CONSEIL SCOLAIRE FRANCOPHONE DE LA COLOMBIE-BRITANNIQUE

1555, 7e Avenue Ouest, bureau 229, Vancouver, (C.-B.) V6J 1S1

Téléphone : (604) 736-5030 Télécopieur : (604) 736-5028

Numéro d'appel sans frais : 1-888-715-2200

CONSEIL SCOLAIRE FRANCOPHONE
DE LA COLOMBIE - BRITANNIQUE

1555, 7e Avenue Ouest, bureau 229, Vancouver, (C.-B.) V6J 1S1
Téléphone : (604) 736-5030 Télécopieur : (604) 736-5028
Numéro d'appel sans frais : 1-888-715-2200

Formulaire d'inscription

Nom de famille : _____ Prénoms : _____

Adresse : _____

(Rue)

_____ C.-B.

(Ville)

(Code postal)

No de téléphone : _____ No de télécopieur : _____

Adresse électronique : _____

Avez-vous la citoyenneté canadienne ou le statut d'immigrant reçu au Canada? (cocher une réponse)

Citoyenneté canadienne _____ Statut d'immigrant reçu au Canada _____

Dans quelle langue préférez-vous recevoir la documentation écrite du Conseil scolaire? (cocher une réponse)

En français _____ En anglais _____

Nombre d'enfants dans votre foyer : _____

(si vous avez répondu "0", votre travail est terminé. Dans le cas contraire, répondez aux questions suivantes.)

Nombre d'enfants de 0 à 4 ans _____

Nombre d'enfants de 5 à 19 ans _____

Nombre d'enfants de 20 ans et plus _____

Nombre d'enfants actuellement inscrits au programme francophone (Programme cadre)

CONSEIL SCOLAIRE FRANCOPHONE DE LA COLOMBIE - BRITANNIQUE

1555, 7e Avenue Ouest, bureau 229, Vancouver, (C.-B.) V6J 1S1
Téléphone : (604) 736-5030 Télécopieur : (604) 736-5028
Numéro d'appel sans frais : 1-888-715-2200

Affirmation

immigrant reçu au Canada / landed immigrant of Canada

Je soussigné(e), _____, jure / affirme solennellement que

- (a) j'ai le statut d'immigrant reçu au Canada,
(b) je réside en Colombie-Britannique, et
(c) je réponds à une ou plusieurs des conditions suivantes :

- ☐ Ma langue première apprise et encore comprise est le français.
(supprimer si sans objet)
- ☐ J'ai reçu mon instruction au niveau primaire en français au Canada.
(supprimer si sans objet)
- ☐ L'un de mes enfants a reçu son instruction au niveau primaire ou secondaire en français au Canada.
(supprimer si sans objet)
- ☐ L'un de mes enfants reçoit son instruction au niveau primaire ou secondaire en français au Canada.
(supprimer si sans objet)

I, _____, do swear/affirm that

- (a) I am a citizen of Canada,
(b) I reside in British Columbia, and
(c) The following provision or provisions apply:
- ☐ My first language learned and still understood is French.
(delete if inapplicable)
- ☐ I received my primary school instruction in Canada in French.
(delete if inapplicable)
- ☐ A child of mine has received primary or secondary school instruction in Canada in French.
(delete if inapplicable)
- ☐ A child of mine is receiving primary or secondary school instruction in Canada in French.
(delete if inapplicable)

Déclaré sous serment / affirmé solennellement devant moi
Sworn/affirmed before me

à / at _____, Colombie-Britannique / British Columbia

ce / this _____ jour de / day of _____.

Commissaire à l'assermentation pour la
Colombie-Britannique /
A commissioner for taking affidavits
for British Columbia

Membre / Member

CONSEIL SCOLAIRE FRANCOPHONE DE LA COLOMBIE - BRITANNIQUE

1555, 7e Avenue Ouest, bureau 229, Vancouver, (C.-B.) V6J 1S1
Téléphone : (604) 736-5030 Télécopieur : (604) 736-5028
Numéro d'appel sans frais : 1-888-715-2200

Formulaire d'inscription

Nom de famille : _____ Prénoms : _____

Adresse : _____
(Rue)

_____ C.-B.
(Ville)

_____ (Code postal)

No de téléphone : _____ No de télécopieur : _____

Adresse électronique : _____

Avez-vous la citoyenneté canadienne ou le statut d'immigrant reçu au Canada? (cocher une réponse)

Citoyenneté canadienne _____ Statut d'immigrant reçu au Canada _____

Dans quelle langue préférez-vous recevoir la documentation écrite du Conseil scolaire? (cocher une réponse)

En français _____ En anglais _____

Nombre d'enfants dans votre foyer : _____

(si vous avez répondu "0", votre travail est terminé. Dans le cas contraire, répondez aux questions suivantes.)

Nombre d'enfants de 0 à 4 ans _____

Nombre d'enfants de 5 à 19 ans _____

Nombre d'enfants de 20 ans et plus _____

Nombre d'enfants actuellement inscrits au programme francophone (Programme cadre)

CONSEIL SCOLAIRE FRANCOPHONE DE LA COLOMBIE - BRITANNIQUE

1555, 7e Avenue Ouest, bureau 229, Vancouver, (C.-B.) V6J 1S1
Téléphone : (604) 736-5030 Télécopieur : (604) 736-5028
Numéro d'appel sans frais : 1-888-715-2200

Affirmation

citoyenneté canadienne / citizen of Canada

Je soussigné(e), _____, jure / affirme solennellement que

(a) j'ai la citoyenneté canadienne,

(b) je réside en Colombie-Britannique, et

(c) je réponds à une ou plusieurs des conditions suivantes :

☐ Ma langue première apprise et encore comprise est le français.
(supprimer si sans objet)

☐ J'ai reçu mon instruction au niveau primaire en français au Canada.
(supprimer si sans objet)

☐ L'un de mes enfants a reçu son instruction au niveau primaire ou secondaire en français au Canada.
(supprimer si sans objet)

☐ L'un de mes enfants reçoit son instruction au niveau primaire ou secondaire en français au Canada.
(supprimer si sans objet)

I, _____, do swear/affirm that

(a) I am a citizen of Canada,

(b) I reside in British Columbia, and

(c) The following provision or provisions apply:

☐ My first language learned and still understood is French.
(delete if inapplicable)

☐ I received my primary school instruction in Canada in French.
(delete if inapplicable)

☐ A child of mine has received primary or secondary school instruction in Canada in French.
(delete if inapplicable)

☐ A child of mine is receiving primary or secondary school instruction in Canada in French.
(delete if inapplicable)

Déclaré sous serment / affirmé solennellement devant moi

Sworn/affirmed before me

à / at _____, Colombie-Britannique / **British Columbia**

ce / **this** _____ jour de / **day of** _____.

Commissaire à l'assermentation pour la
Colombie-Britannique /
**A commissioner for taking affidavits
for British Columbia**

Membre / **Member**

CONSEIL SCOLAIRE FRANCOPHONE DE LA COLOMBIE-BRITANNIQUE

(Francophone Education Authority)

La vision

Les francophones de la Colombie-Britannique reçoivent une éducation en français reconnue pour son excellence et sa contribution à l'épanouissement de la culture francophone.

La mission

Le Conseil scolaire francophone de la Colombie-Britannique s'engage à offrir des services éducatifs valorisant le plein épanouissement et l'identité culturelle des apprenants francophones de la province.

English on reverse

1555, 7e Avenue Ouest, bureau 229, Vancouver (C.-B.) V6J 1S1
Téléphone : (604) 736-5030 Télécopieur : (604) 736-5028

Conseil scolaire francophone de la Colombie-Britannique

(Francophone Education Authority)

POUR TOUTE INFORMATION SUR

LE CONSEIL SCOLAIRE FRANCOPHONE
DE LA COLOMBIE-BRITANNIQUE

COMMUNIQUEZ AVEC

FRANCINE BENOIT
AGENTE RELATIONS COMMUNAUTAIRES

AU

1 -888 - 752 - 2200

1555, 7e Avenue Ouest, bureau 229, Vancouver, (C.-B.) V6J 1S1
Téléphone : (604) 736-5030 Télécopieur : (604) 736-5028

CONSEIL SCOLAIRE FRANCOPHONE
DE LA COLOMBIE-BRITANNIQUE

avril – mai 1996

Transition

BULLETIN D'INFORMATION

Volume 1, No 2

Afin d'éviter la lourdeur qu'entraînerait la répétition systématique des termes masculins et féminins, le présent document utilise le masculin pour désigner ou qualifier des personnes. Nos lectrices et nos lecteurs sont invités à tenir compte de ce fait lors de la lecture du bulletin.

1-888-715-2200
1-888-715-2200
pour appels sans frais

Notre nouveau numéro sans frais est entré en service.

Composez le 1-888-715-2200.

Ce service vise surtout les parents et les employés du Programme cadre, mais tout appel nous est important. Un répondeur enregistrera vos commentaires et vos questions et nous nous efforcerons d'y répondre dans les plus brefs délais. Nous prendrons également note des questions qui reviennent le plus souvent afin de les aborder dans nos réunions ou dans les futurs bulletins d'information.

Nous avons un nouveau
numéro de télécopieur :
604-736-5028

À noter : le samedi 25 mai – 9 h 30 à 16 h 30

Forum à l'intention des parents et des enseignants

Les conseillers du Conseil scolaire francophone invitent le personnel et les comités de parents des dix districts scolaires formant son territoire à participer à un forum le samedi 25 mai 1996 de 9 h 30 à 16 h 30.

Vous êtes bien placés pour connaître les besoins de nos élèves. Nous nous apprêtons à façonner nos programmes pour leur avenir ... notre avenir, et cette journée sera l'occasion pour vous de participer au dialogue, de partager vos idées, de nous parler de vos besoins et de vos préoccupations et enfin, de nous aider à créer notre propre vision de l'avenir.

Ce sera aussi l'occasion de vous donner de plus amples détails sur ce que nous avons accompli depuis l'établissement du Conseil scolaire et sur nos progrès les plus récents.

Nous allons procéder à l'établissement de réseaux, promouvoir l'esprit de famille et d'unité qui doit nous caractériser et, enfin, élaborer les plans qui permettront à chacun et chacune de réaliser à un degré ou à un autre, la mission du Conseil scolaire francophone. Nous vous demanderons de nous signaler ce qui, d'après vous, donne de bons résultats et doit donc être préservé, et de nous faire profiter de

votre sagesse en ce qui concerne le volet culturel de notre programme.

Le forum aura lieu à l'École Anne-Hébert, 7051, rue Killarney, Vancouver. Le directeur de l'école, M. Jacques Vinet, et son personnel ont gentiment accepté de nous y accueillir. Le repas du midi sera fourni gratuitement et les activités de la journée se termineront par un vin et fromage. Il est donc essentiel que nous connaissions le nombre exact de participants. Pourriez-vous donc remplir le formulaire (pour ceux qui résident dans le territoire du Conseil) et nous le retourner par télécopieur au (604) 736-5028 aussitôt que possible.

Les frais de transport automobile (indemnités de 36¢ du kilomètre) et les billets de traversier entre l'île de Vancouver et le continent seront remboursés aux membres du personnel et aux comités de parents du Programme cadre et aux parents (cinq maximum) de chaque école où le Programme cadre n'a pas de comité de parents officiel.

Nous nous engageons à préparer une journée bien remplie, enrichissante et tournée vers l'avenir. Nous avons hâte de vous rencontrer et de connaître vos attentes.

“C’est le début d’un temps nouveau ...” célébrons!

Dans le dernier numéro de “TRANSITION” et lors des récentes rencontres entre le Conseil, les parents et le personnel, nous avons abordé la possibilité de célébrer cet événement avant la fin de l’année scolaire. La majorité a exprimé le désir de voir se réaliser un tel projet, mais qu’il serait préférable d’attendre à septembre pour le faire. Nous anticipons donc organiser une grande fête lorsque les classes auront repris en septembre. Nous entrevoyons une fête de famille qui regrouperait tous les parents, les élèves et le personnel et qui marquerait de façon officielle le lancement du nouveau Conseil scolaire francophone et le “début d’un temps nouveau”. Nous comptons vous en annoncer la date ainsi que certains autres détails d’ici la fin du mois de juin. Auriez-vous des suggestions?

Lors des rencontres, on nous a signalé, à maintes reprises, les préoccupations des élèves durant cette période de transition, particulièrement au niveau secondaire. On nous a proposé d’organiser un forum à l’automne où l’on pourrait regrouper les élèves du secondaire afin de recueillir leurs idées au sujet du programme et de recevoir leurs suggestions. Excellente idée! Nous vous proposerons un plan d’action à cet égard dès l’automne.

Une planification soigneuse et la protection de vos intérêts

Une transition calme et harmonieuse des responsabilités à l’automne 1996 est la plus haute priorité du Conseil scolaire francophone. Selon nous, les intérêts des élèves et du personnel l’emportent sur toute autre considération au sein du processus. C’est dans cette optique que le Conseil scolaire recherche la collaboration des districts scolaires affectés pour formaliser, avant le début de l’année scolaire 1996-97 :

- des contrats pour la continuation de tous les services éducatifs présentement offerts aux élèves du Programme cadre. Ces contrats garantiront aux membres du personnel qui oeuvrent actuellement au sein du Programme cadre, à plein temps ou à temps partiel, qu’ils peuvent continuer à le faire sans que cela n’occasionne de changements au niveau des salaires, des avantages sociaux et de l’ancienneté dans leur propre district scolaire;
- dans le cas des enseignants et des membres du personnel de soutien qui travaillent en partie dans le Programme cadre et en partie dans d’autres programmes des districts scolaires, des contrats couvrant les services qu’ils offrent dans le cadre de notre programme;

- des contrats pour l’usage continu des ressources et des locaux présentement utilisés par le Programme cadre, à moins que de nouvelles options se révèlent plus avantageuses pour nos élèves, notre personnel et nos parents;
- un programme de consultation qui permettrait à tous les intervenants de présenter leur point de vue et leurs idées sur l’organisation permanente la plus désirable pour l’année scolaire 1997-98 et les suivantes. Cette consultation durerait jusqu’en décembre 1996 et viserait à recevoir le point de vue de tous.

Les conseillers ont adopté cette stratégie pour gagner la confiance à la fois du personnel et des parents. Ils espèrent donc que le personnel saura saisir l’occasion qui se présente de travailler pour le Conseil et que les parents appuieront les projets que ce dernier compte réaliser en vue de maintenir et de développer les programmes d’éducation à l’intention des francophones. Nous avons hâte de vous rencontrer afin d’étudier ces questions plus à fond.

Questionnaires – membres du personnel

Les questionnaires qui vous ont été distribués lors des rencontres au cours du mois d’avril nous parviennent de façon régulière. Vos idées, vos conseils et l’information que vous nous offrez nous sont d’une aide capitale. Nous

encourageons tous les membres du personnel à remplir ce questionnaire et à nous le renvoyer. Vos réponses auront une influence profonde sur les décisions que nous allons prendre.

Dans les prochains numéros de "TRANSITION", vous trouverez le rapport des réunions tenues avec le comité de liaison de la transition, avec l'équipe de gestion et avec les parents et les membres du personnel.

Les rencontres avec les parents et le personnel

Nous avons maintenant terminé les rencontres initiales avec les parents et les membres du personnel du Programme cadre dans les dix districts scolaires formant notre territoire. Nous sommes très heureux du nombre d'intervenants qui y ont participé.

Ces réunions débutaient toutes à 18 h 00. Elles regroupaient d'abord plusieurs représentants du Conseil scolaire francophone ainsi que les membres du personnel enseignant et du personnel de soutien. Puis elles reprenaient à 19 h 30, cette fois avec les parents et autres personnes intéressées. L'objectif de ces rencontres était de permettre aux différents groupes d'apprendre à se connaître, d'entamer un processus de consultation ouvert et d'envisager de façon constructive les questions inévitables qui se posent lors d'une transition de cette envergure.

Tous les membres du personnel ont reçu un questionnaire qui nous permettra de mieux connaître leurs besoins et leurs attentes. Les enseignants et les membres du personnel de soutien auront également la possibilité de rencontrer un membre de l'équipe de gestion de la transition pour discuter des perspectives

de placement ou d'assignation des tâches ou de toute autre question en rapport à la transition qu'il est préférable de discuter en privé. Nous nous efforcerons d'accéder à toute demande de rencontre confidentielle dans les plus brefs délais.

Nous apprécions énormément l'effort et l'engagement de toutes les personnes présentement impliquées au sein du Programme cadre et nous désirons vous offrir toute l'assistance nécessaire pour que la rentrée de l'automne 1996 se passe en douceur et sans problèmes.

Plusieurs questions importantes ont été soulevées lors de ces rencontres et les conseillers s'engagent à les aborder au cours des mois qui viennent. Le prochain numéro de "TRANSITION" vous présentera un sommaire du dialogue qui a eu lieu ainsi qu'un compte rendu des progrès qui auront été effectués dans chaque dossier.

Un merci chaleureux à tous ceux qui ont participé à ces rencontres, qui nous ont fait part de leur soutien et de leurs encouragements et qui ont manifesté leur engagement à la réussite de notre merveilleux projet.

Le comité de liaison de la transition

Nous avons démarré les réunions mensuelles que nous tiendrons avec les membres du comité chargé d'assurer la liaison du processus de transition. La composition du comité est la suivante : un parent et un enseignant de chacun des dix districts scolaires visés qui offrent présentement le Programme cadre ainsi que des membres du personnel de soutien. La première réunion a eu lieu le vendredi 26 avril et son compte rendu vous sera présenté dans notre prochain numéro.

Ce comité de liaison aura comme mandat de nous tenir au courant des questions soulevées par la population visée, de ses préoccupations et de son état d'âme général dans chacune des régions. Le Conseil compte aussi consulter le comité au sujet de questions qui lui paraissent importantes. L'information qu'il fournira aux conseillers leur permettra d'être au courant des inquiétudes et des questions dès qu'elles se posent et d'y répondre en toute efficacité et en temps opportun.

Équipe de gestion

De la même façon, nous tiendrons des réunions mensuelles avec un groupe d'administrateurs des écoles et des districts offrant le Programme cadre afin de régler les nombreuses questions administratives.

L'inscription au programme en septembre et les critères d'admissibilité selon l'Article 23

Le Conseil scolaire francophone va lancer, fin mai 1996, le processus d'inscription de ses propres membres. Nous en annoncerons les détails dans les médias, par le biais des écoles qui offrent le Programme cadre et en communiquant directement avec les comités de parents pour obtenir leur assistance.

Présentement, nous n'avons pas le moyen de communiquer directement avec toutes les personnes admissibles à s'inscrire auprès du Conseil scolaire francophone en vertu des critères de l'Article 23 de la Charte des droits et libertés. Nous vous demandons de bien vouloir nous aider à communiquer l'importance de cette démarche à tous les ayants-droits. Nous allons surtout nous tourner vers les comités de parents de l'ensemble de la province et nous nous réjouissons déjà de toutes les offres d'assistance qui nous ont été faites lors de notre passage dans les districts visés.

L'équipe de consultants vous est présentée

C'est avec plaisir que nous annonçons la mise en place de l'équipe de consultants chargée d'établir le cadre organisationnel du nouveau Conseil scolaire francophone. Dans le premier numéro de "TRANSITION", nous vous avons présenté le chef de l'équipe, M. Jack Fleming, consultant en gestion et ancien sous-ministre au ministère de l'Éducation. Nous sommes heureux de vous présenter ses collaborateurs :

la gestionnaire de bureau :

Odette Lemieux

Odette assume la responsabilité des domaines suivants :

- la gestion de toutes les opérations administratives;
- le recrutement du personnel de soutien pour le bureau;
- l'établissement des systèmes de bureau et des procédures connexes;
- des services de soutien organisationnel et autre pour les conseillers et pour l'équipe de gestion.

Odette est diplômée de l'Université Laval et a occupé de nombreux postes de gestion; elle a été, entre autres, gestionnaire au Bureau du Québec à Vancouver, agente de placement au ministère de l'Emploi et de

l'Immigration Canada, et coordonnatrice des affaires d'outre-mer pour le compte de la firme PBK Engineering.

la directrice des communications et de la transition :

Janet Mort

Janet a été engagée à titre temporaire comme directrice des communications et de la transition jusqu'à la rentrée de l'automne prochain. Ancienne directrice générale de la commission scolaire de Saanich, Mme Mort a récemment occupé le poste de directrice du programme de l'innovation au ministère de l'Éducation de la C.-B.

le dossier Ressources humaines :

Clair Kuntz

M. Kuntz a fait carrière dans les ressources humaines et a travaillé pendant près de vingt ans dans ce domaine au Québec. Il est impliqué dans le processus de nomination de la personne qui prendra la direction du Conseil scolaire francophone. Il fera également la liaison avec les syndicats et participera à l'élaboration des contrats avec les districts scolaires pour ce qui est du personnel et de son utilisation, des tâches et du coût des services. En outre, il participera au processus d'embauche des nouveaux membres du personnel.

le dossier Locaux, équipement et transport :

Jim Carter

Jim a été sous-ministre au ministère de l'Éducation ainsi qu'au ministère des Services sociaux. Il étudiera tous les arrangements qui couvrent la mise en oeuvre actuelle des programmes et s'efforcera d'identifier les améliorations possibles. Il participera à toutes négociations avec les districts scolaires dans lesquelles il sera question des locaux, du transport des élèves et des modifications de programmes. Le cas échéant, il tentera également de trouver des locaux de rechange en vue de les préparer pour septembre.

les services juridiques :

Dallas Cristofoli

Dallas a été directrice générale de commission scolaire et responsable de dossiers importants au ministère de l'Éducation. Elle participe à la rédaction de l'ébauche de l'entente contractuelle qui servira de base aux négociations avec les différents districts scolaires. Dallas se chargera d'apporter à l'équipe de négociateurs toute l'aide juridique dont ils auront besoin. Elle aidera aussi les conseillers à élaborer les politiques et règlements du Conseil.

La vision

Les francophones de la Colombie-Britannique reçoivent une éducation en français reconnue pour son excellence et sa contribution à l'épanouissement de la culture francophone.

La mission

Le Conseil scolaire francophone de la Colombie-Britannique s'engage à offrir des services éducatifs valorisant le plein épanouissement et l'identité culturelle des apprenants francophones de la province.

Le conseil d'administration

Vincent Pigeon, de la région du Grand Vancouver

Marc-André Ouellette, de la région Sud de l'île de Vancouver

Nicole Hennessey, de la région Nord de l'île de Vancouver

Louise Côté-Madill, de la région Okanagan-Columbia-Nord de la Colombie-Britannique

Martine Galibois Barss, de la région du Grand Vancouver

CONSEIL SCOLAIRE FRANCOPHONE DE LA COLOMBIE - BRITANNIQUE

1555, 7e Avenue Ouest, bureau 229, Vancouver, (C.-B.) V6J 1S1

Téléphone : (604) 736-5030 Télécopieur : (604) 736-5028

CONSEIL SCOLAIRE FRANCOPHONE DE LA COLOMBIE-BRITANNIQUE

juin 1996

Transition

BULLETIN D' INFORMATION

Volume 1, No 3

Francophones de la Colombie-Britannique



En novembre 1995, le gouvernement de la Colombie-Britannique a établi l'Autorité scolaire francophone, un organisme qui permet aux francophones de gérer et de contrôler le système d'éducation francophone.

Cinq conseillers ont été nommés par le gouvernement le 14 décembre 1995 et ont adopté le nom de Conseil scolaire francophone. Celui-ci assumera, à partir de juillet 1996, la responsabilité du système d'éducation francophone dans le territoire prescrit par la réglementation, soit la vallée du Fraser de Chilliwack à Vancouver ainsi que le sud de l'île de Vancouver.

Nous vous invitons à adhérer au Conseil scolaire

Vous devez devenir membre du Conseil scolaire :

- si vous souhaitez participer aux élections des conseillers ainsi que des délégués qui formeront l'Assemblée générale du Conseil scolaire; ou
- si vous désirez inscrire vos enfants au programme francophone dans la vallée du Fraser, la région du Grand Vancouver ou le sud de l'île de Vancouver.

These Registration and Affirmation forms are available in english on request. Call the Conseil scolaire office at (604) 736-5030 or 1-888-715-2200 if you require an english version.

L'adhésion est ouverte à tous les francophones de la C.-B.

Même si vous habitez en dehors du territoire prescrit, les responsabilités du Conseil scolaire ne se limitent pas à l'éducation des élèves; en effet, le Conseil est aussi chargé de veiller à la préservation et à l'essor de la culture francophone et de la langue dans l'ensemble de la province. On s'attend à ce que les écoles jouent un rôle critique dans ce domaine, de concert avec tous les membres et les groupes de la communauté francophone. Étant donnée la nature globale du rôle qui lui est attribué, il est absolument nécessaire que tous les francophones de la province aient la possibilité de participer aux élections et de choisir leurs délégués.

Les enfants vivant dans le territoire prescrit pourront fréquenter le programme francophone (Programme cadre) à condition qu'au moins un des parents adhère au Conseil scolaire francophone.

Qui peut devenir membre?

Nous vous invitons à adhérer au Conseil scolaire francophone si vous avez la citoyenneté canadienne ou le statut d'immigrant reçu, si vous demeurez en Colombie-Britannique et si vous répondez à au moins une des conditions suivantes :

- votre langue maternelle (première langue apprise et encore comprise) est le français,
- vous avez reçu votre instruction primaire en français au Canada,
- l'un de vos enfants a reçu son instruction primaire ou secondaire en français au Canada,
- l'un de vos enfants reçoit son instruction primaire ou secondaire en français au Canada.

Remarque : Les immigrants ne sont pas sûrs s'ils ont le droit d'inscrire ou de continuer à inscrire leurs enfants dans les écoles francophones. Nous avons demandé aux représentants du gouvernement de clarifier ce point et nous nous attendons à ce que le problème soit résolu de façon positive d'ici la rentrée de septembre. Nous vous invitons donc à vous inscrire dès maintenant.

Que va coûter mon adhésion au Conseil scolaire?

L'adhésion des membres est
entièrement gratuite.

**1-888-
715-2200**

Nous comptons sur votre participation active

Pour de plus amples renseignements,
composez notre numéro sans frais : le

1-888-715-2200.

Le Forum du 25 mai

Nous avons complété la planification du forum. Notre prochain bulletin de "Transition" fera une mise à jour sur les résultats du forum qui a été conçu pour démarrer le processus de planification de l'année scolaire 1996-97. Nous consacrerons donc un article au forum dans notre prochain numéro.

Comment puis-je adhérer au Conseil scolaire francophone?

Vous devez remplir le formulaire d'adhésion et l'affirmation solennelle que vous signerez devant un commissaire aux affidavits et vous ferez parvenir le tout au Conseil scolaire francophone.

Pour simplifier le processus d'adhésion, nous allons demander aux comités de parents et aux associations francophones locales d'assurer la distribution et la collecte des formulaires. Il leur sera peut-être possible de faire les arrangements nécessaires pour qu'un commissaire à l'assermentation pour la Colombie-Britannique soit présent à une date donnée et qu'il certifie la signature des candidats à l'adhésion au Conseil

scolaire sans qu'ils aient à payer pour ses services.

Si ce genre d'arrangements n'est pas offert dans votre ville ou dans votre région, veuillez appeler le Conseil scolaire francophone au (604) 736-5030 ou au 1-888-715-2200. Nous serons en mesure de vous envoyer les formulaires requis et de vous renseigner sur le processus d'adhésion.

Remarque : La définition juridique d'un commissaire à l'assermentation pour la Colombie-Britannique inclut les professions suivantes : "government agent", notaire, avocat, secrétaire/trésorier de district scolaire.

Pourquoi l'adhésion au Conseil scolaire est-elle si importante?

L'adhésion au Conseil scolaire vous donne le droit de participer aux élections : des 15 délégués qui représentent l'ensemble des membres du Conseil scolaire; des cinq conseillers qui forment le conseil d'administration du Conseil scolaire. Chaque année, le directeur général adressera la correspondance nécessaire à la tenue des élections qui détermineront le conseiller qui représentera chacune des cinq zones.

N'oubliez pas que ces conseillers prendront des décisions importantes relatives à la préservation et à l'essor de la culture francophone et de la langue dans l'ensemble de la province. C'est lors de l'Assemblée générale annuelle que les conseillers et les membres du personnel feront rapport aux délégués des progrès réalisés en matière d'éducation, des états financiers et de la planification pour l'année suivante.

Négociations avec les districts scolaires

Nous sommes heureux de vous annoncer que les négociations vont bon train. Lorsque vous recevrez cet exemplaire du bulletin, nous aurons tenu au moins une rencontre avec chacun des districts scolaires visés. Nous aurons donc bientôt l'occasion de vous en parler plus en détail. Pour l'instant, les négociations respectent l'échéancier établi et se déroulent dans un très bon esprit de collaboration.

Consultations avec le personnel et les parents

Rencontres avec les parents et avec les membres du personnel

Le Conseil scolaire francophone a tenu une série de rencontres dans toutes les régions visées de la vallée du Fraser, du Grand Vancouver et du sud de l'île de Vancouver. Afin de bien préparer la rentrée de septembre 1996, les conseillers tenaient à être au courant des questions et des préoccupations en rencontrant personnellement les membres du personnel et les parents et en jetant ainsi les bases d'un réseau de consultation. Les conseillers ont trouvé ces rencontres à la fois utiles et fructueuses; l'information ainsi recueillie leur a permis d'aborder et de clarifier certains des points soulevés.

● La sécurité d'emploi du personnel.

Les conseillers et les parents apprécient à sa juste valeur le personnel déjà en place. Jack Fleming travaille actuellement avec les administrateurs des écoles de chacun des districts scolaires visés afin de définir clairement les postes, les tâches et les responsabilités des membres du personnel afin que ces derniers puissent poursuivre leur travail sans avoir à s'inquiéter pour leur avenir.

● Effectif des écoles du Conseil scolaire.

Nous sommes en train de préparer une campagne publicitaire en vue de solliciter l'adhésion des membres du Conseil scolaire francophone et de faire connaître les modalités d'inscription qui s'offrent aux enfants pour septembre 1996.

● Qualité de l'enseignement.

Nous planifions la tenue, dès cet automne, d'un forum à l'intention des élèves du secondaire; les représentants du Conseil scolaire auront pour mandat de travailler avec les jeunes afin d'élaborer et de renforcer les programmes scolaires du niveau secondaire. Nous sommes aussi en train d'établir des programmes de perfectionnement professionnel à l'intention du personnel oeuvrant dans le territoire du Conseil scolaire. Au

cours des prochains mois, nous nous pencherons sur le problème de la pénurie d'enseignants suppléants.

● Équité entre les écoles.

Jack Fleming et son équipe se rendent sur place et étudient la situation des différentes écoles qui relèveront prochainement du Conseil scolaire; nous avons hâte d'avoir les résultats de leurs visites afin de pouvoir assurer le traitement équitable de toutes les écoles du programme francophone.

● Aspects culturels de l'enseignement et des activités.

Lors des rencontres en région, les perspectives d'amélioration du programme culturel ont suscité l'enthousiasme des participants. Selon la réglementation, les responsabilités du Conseil scolaire ne se limitent pas à l'éducation des élèves, mais elles englobent aussi la préservation et l'essor de la culture francophone et de notre langue dans l'ensemble de la province. Le développement des activités culturelles sera une de nos principales priorités de l'année scolaire prochaine.

● Quantité et qualité des services spécialisés en français.

Les parents et le personnel étaient d'accord pour demander davantage de programmes en français dans les domaines de l'informatique, des beaux-arts, du cinéma, de la musique, des services de counseling, des livres et manuels, etc. ainsi que dans les domaines des programmes spéciaux à l'intention des élèves particulièrement doués et des élèves présentant des besoins particuliers. Ils aimeraient aussi qu'il y ait un centre de ressources éducatives en français dont le Conseil scolaire assurerait la coordination. Il s'agit là d'un des grands avantages du passage de la gestion des programmes sous le contrôle du Conseil scolaire. Le concept des services centralisés fait déjà l'objet d'une étude dans le cadre de la tournée des écoles effectuée par Jack Fleming et son équipe.

● Structures de communication et de prise de décisions.

Ici, les intervenants étaient unanimes pour dire qu'ils voulaient améliorer la communication entre les enseignants, entre les parents et les enseignants ainsi qu'entre les comités de parents. Les membres du personnel, les parents et les conseillers voient d'un bon oeil la possibilité d'établir un réseau couvrant l'ensemble de la province et de tisser des liens étroits entre eux.

Les conseillers se sont engagés à aborder ces questions et ces idées tout au long du processus de planification.

Le comité de liaison et le comité de gestion

Leur journée de réunions leur a permis de discuter des questions et suggestions proposées par les parents et le personnel dans le cadre des rencontres organisées par le Conseil scolaire. Ils les ont étudiées, ont clarifié les points qui devaient l'être et ont élaboré des recommandations sur les moyens d'action. Le processus de consultation s'est révélé productif car les comités se sont divisés en petits groupes afin d'approfondir les différentes questions, inquiétudes et suggestions. Les résultats de cette réunion ont déjà été envoyés aux participants à qui on a demandé de les partager avec les groupes qu'ils représentent. Ces deux comités ne se réuniront pas en mai car le forum printanier leur donnera l'occasion de rencontrer les intervenants des écoles et de travailler avec eux sur la planification.

La prochaine réunion des comités de liaison et de gestion aura lieu le vendredi 14 juin. Vous recevrez de plus amples détails à une date ultérieure.

Direction générale – Dernières nouvelles

Nous venons de terminer l'étape initiale de la recherche d'un directeur général ou d'une directrice générale. Vous apprendrez avec plaisir que nous avons reçu plus de 50 demandes d'emploi provenant des quatre coins du pays.

Au cours des rencontres en mars et avril tenues avec les parents et les membres du personnel, vous nous avez donné des indications précises sur les qualités que devrait posséder la personne appelée à remplir les fonctions de directeur général du Conseil francophone.

En voici quelques-unes :

- ☐ expérience au sein de la minorité francophone
- ☐ hautes valeurs morales
- ☐ excellentes compétences en communication
- ☐ francophone – bilingue
- ☐ charisme
- ☐ sait écouter
- ☐ a une vision globale
- ☐ esprit communautaire
- ☐ valorise la culture
- ☐ expérience des relations provinciales et fédérales

- ☐ croit fermement que le Conseil scolaire francophone est la route à suivre
- ☐ un modèle de perfection, ni plus ni moins!

Les conseillers se sont inspirés de ces critères afin d'établir une liste restreinte de candidats. L'étape de vérification des références des candidats retenus nous mènera bien entendu aux entrevues. Nous vous tiendrons au fait des progrès effectués dans ce domaine.

Où pourra-t-on se procurer les documents requis pour l'adhésion au Conseil scolaire francophone?

Nous allons distribuer les formulaires par l'intermédiaire des écoles de la province qui offrent le programme francophone (le Programme cadre) et par l'intermédiaire des associations francophones. Notre vœu le plus cher est que tous les francophones adultes deviennent membres du Conseil scolaire, qu'ils aient des enfants ou non. Si vous ne recevez pas les formulaires par le biais d'une des sources mentionnées ci-dessus, nous nous ferons un plaisir de vous les envoyer directement – il vous suffit de nous appeler :

La vision

Les francophones de la Colombie-Britannique reçoivent une éducation en français reconnue pour son excellence et sa contribution à l'épanouissement de la culture francophone.

La mission

Le Conseil scolaire francophone de la Colombie-Britannique s'engage à offrir des services éducatifs valorisant le plein épanouissement et l'identité culturelle des apprenants francophones de la province.

CONSEIL SCOLAIRE FRANCOPHONE DE LA COLOMBIE - BRITANNIQUE

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Numéro d'appel sans frais : 1-888-715-2200

Le conseil d'administration

Vincent Pigeon, de la région du Grand Vancouver

Marc-André Ouellette, de la région Sud de l'île de Vancouver

Nicole Hennessey, de la région Nord de l'île de Vancouver

Louise Côté Madill, de la région Okanagan-Columbia-Nord de la Colombie-Britannique

Martine Galibois Barss, de la région du Grand Vancouver

Avis à tous les francophones de la Colombie-Britannique

Comme vous le savez déjà, le Conseil scolaire francophone assumera l'entière responsabilité du système éducatif francophone de la vallée du Fraser, du Grand Vancouver et du sud de l'île de Vancouver. Mais nous n'ignorons pas le fait que les autres écoles de la province qui dispensent le programme d'éducation francophone désirent également être tenues au courant des progrès réalisés sous la tutelle du Conseil scolaire. C'est la raison pour laquelle nous vous faisons parvenir ce feuillet à publication unique que vous pourrez garder à des fins de référence.

Les prochains bulletins d'information comprendront une section spéciale dans laquelle nous vous présenterons des informations intéressantes tous les membres du Conseil scolaire.

Veuillez noter que le bulletin numéro 3 de "Transition" décrit le processus d'adhésion des francophones qui désirent devenir membres du Conseil scolaire francophone. Nous vous demandons d'encourager tous les francophones que vous connaissez à le faire, y compris ceux qui n'ont pas d'enfants dans le système scolaire. Le Conseil scolaire francophone est appelé à jouer un rôle important au niveau de la promotion de notre culture et de notre langue; il va sans dire que le processus d'adhésion intéressera tous les francophones.

Nous vous prions d'agréer nos salutations distinguées.

Les conseillers du Conseil scolaire francophone

Message du président

Chers parents, professeurs, élèves, amis,

Le 19 janvier dernier, la communauté francophone de la Colombie-Britannique avait l'occasion de célébrer un événement historique : la création du premier Conseil scolaire francophone de la province, après quinze années de revendications et de négociations.

Le Conseil scolaire a reçu comme mandat du gouvernement provincial de prendre en main la gestion du programme cadre de français dans les régions de la vallée du Fraser, du Grand Vancouver et du Grand Victoria dès le mois de septembre 1996. L'intention du Conseil scolaire est de s'assurer que cette transition se fera avec le moins de heurts possible. Nous allons continuer de communiquer avec vous. Ce bulletin d'information n'est que la première manifestation d'un plan global de communication.

Bien que le territoire initial du Conseil scolaire soit le sud-ouest de la province, toute personne remplissant les conditions de l'article 23 de la Charte des droits et libertés et habitant où que ce soit en Colombie-Britannique peut devenir membre du Conseil scolaire et participer à son Assemblée générale annuelle en se faisant élire comme délégué(e). Cette participation est importante car nous croyons fermement que d'ici quelques années, la gestion scolaire s'étendra à tout le territoire de la province.



Vincent Pigeon
Président

La vision

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Un événement historique pour la communauté francophone!

Personne ne pourra oublier le titre qui coiffait le communiqué annonçant la création du Conseil scolaire francophone, le 19 janvier 1996. Les représentants des comités de parents et des associations francophones de la province participent à la cérémonie d'assermentation des premiers dirigeants du Conseil scolaire francophone par le juge Raymond Paris de la Cour suprême de la Colombie-Britannique.

Les conseillères et conseillers sont les suivants :

- **Martine Galibois Barss**, de la région du Grand Vancouver,
- **Nicole Hennessey**, de la région Nord de l'île de Vancouver,
- **Louise Côté Madill**, de la région Okanagan-Columbia-Nord de la Colombie-Britannique,
- **Marc-André Ouellette**, de la région Sud de l'île de Vancouver,
- **Vincent Pigeon**, de la région du Grand Vancouver.

Aussitôt en poste, les conseillers et conseillères ont formulé un énoncé de vision et un énoncé de mission qui guideront la tâche du Conseil au cours des mois à venir.

La recherche d'un directeur général

Nous venons d'entreprendre une recherche pan-canadienne pour trouver un directeur général, quelqu'un qui devra assumer le leadership nécessaire à l'implantation des tous premiers programmes francophones du Conseil scolaire. En attendant, nous avons retenu les services d'un vétéran en matière d'éducation en Colombie-Britannique : M. Jack Fleming, actuellement consultant en gestion après une carrière de sous-ministre au ministère de l'Éducation. Bien que M. Fleming soit d'une autre langue maternelle, il apporte avec lui une connaissance approfondie du domaine de la gestion et de l'administration des finances sans compter une expérience unique en matière d'éducation ... ce qui en faisait le candidat idéal pour cette position temporaire. Nous obtenons ainsi la meilleure assistance possible pour la conception et l'établissement des nouvelles structures administratives. Une des fonctions principales de M. Fleming sera de nous aider à trouver le nouveau directeur général qui devra être en poste le premier septembre 1996.

1-888-715-2200
pour appels
sans frais

Une équipe d'expérience à la direction



De gauche à droite :

Marc-André Ouellette de Victoria, Martine Galibois Barss de Vancouver, Louise Côté Madill de Prince George, Nicole Hennessey de Nanaimo, Vincent Pigeon de Vancouver

Martine Galibois Barss

Martine Galibois Barss est la présidente actuelle de l'Association des parents francophones de la Colombie-Britannique (APFCB). Elle est également membre du Conseil consultatif sur l'éducation, membre du Minority Language Education Advisory Committee et demeure à North Vancouver.

Nicole Hennessey

Nicole Hennessey est l'ancienne présidente de la Fédération des francophones de la Colombie-Britannique et présentement commissaire à la commission scolaire Nanaimo-Ladysmith. Elle réside à Nanaimo.

Louise Côté Madill

Louise Côté Madill est conseillère et trésorière de l'APFCB et directrice générale du Cercle des Canadiens Français de Prince George.

Marc-André Ouellette, Vice-président

Marc-André Ouellette est vice-président du Comité de parents de l'école Brodeur. Il travaille comme coordonnateur au gouvernement provincial et demeure à Victoria.

Vincent Pigeon, Président

Vincent Pigeon est un ancien membre du Minority Language Education Advisory Committee. Il demeure à Vancouver où il pratique le droit.

N'hésitez pas à communiquer avec nous!

Si vous avez des questions ou des commentaires sur le projet, sur ce bulletin d'information, ou sur le nom du bulletin, écrivez à l'adresse suivante:

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(Francophone Education Authority)

La vision

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CONSEIL SCOLAIRE FRANCOPHONE DE LA COLOMBIE-BRITANNIQUE
(Francophone Education Authority)

La mission

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