



Government
of Canada

Gouvernement
du Canada

CLOSED VOLUME VOLUME COMPLET

Dated From À compter du	3 NOV 95	To Jusqu'au	1 ^{er} Dec 95
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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°

8128-3-95

Volume

4

4140-6-95

MINISTERE DE LA JUSTICE
SERVICES SPÉCIALISÉS DE CONSULTATION JURIDIQUE
SECTION DES DROITS DE LA PERSONNE

FAX: (613) 952-4137

Date: Le 1er décembre 1995

VEUILLEZ LIVRER LES PAGES SUIVANTES A:

Nom: Hilaire Lemoine

Endroit: Patrimoine canadien

Fax #: 953-9353

Tel #: 994-0943

De: Michel Francoeur

95.10.4

*Copie à Rosen
et me
remettre STB
PE
Roy.*

*Michelle
l'officier intéressante
qui reprend les enquêtes
que nous avons concernant le
financement de la nouvelle Acadie.*

Nous transmettons 5 page(s) (incluant cette page) d'un télécopieur automatique (Ricoh Fax 75). Si vous n'avez pas reçu toutes les pages, veuillez contacter la soussignée au (613) 957-4935.

Lucie Berthel

Message: Tel que convenu.

- L'original vous sera transmis par courrier
- L'original vous sera transmis par porteur
- L'original ne vous sera pas transmis

COMMISSIONER OF
OFFICIAL LANGUAGES



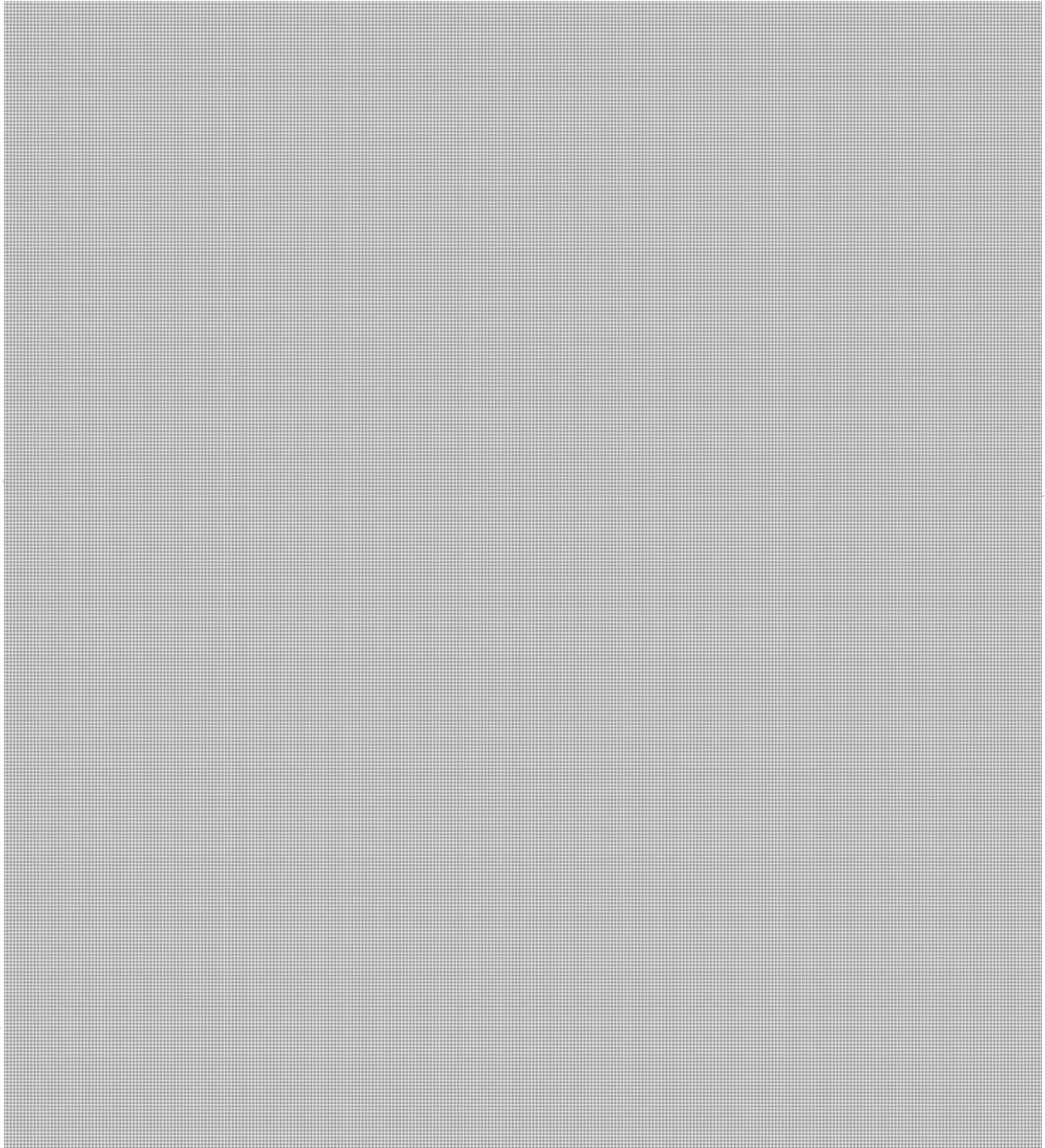
CANADA

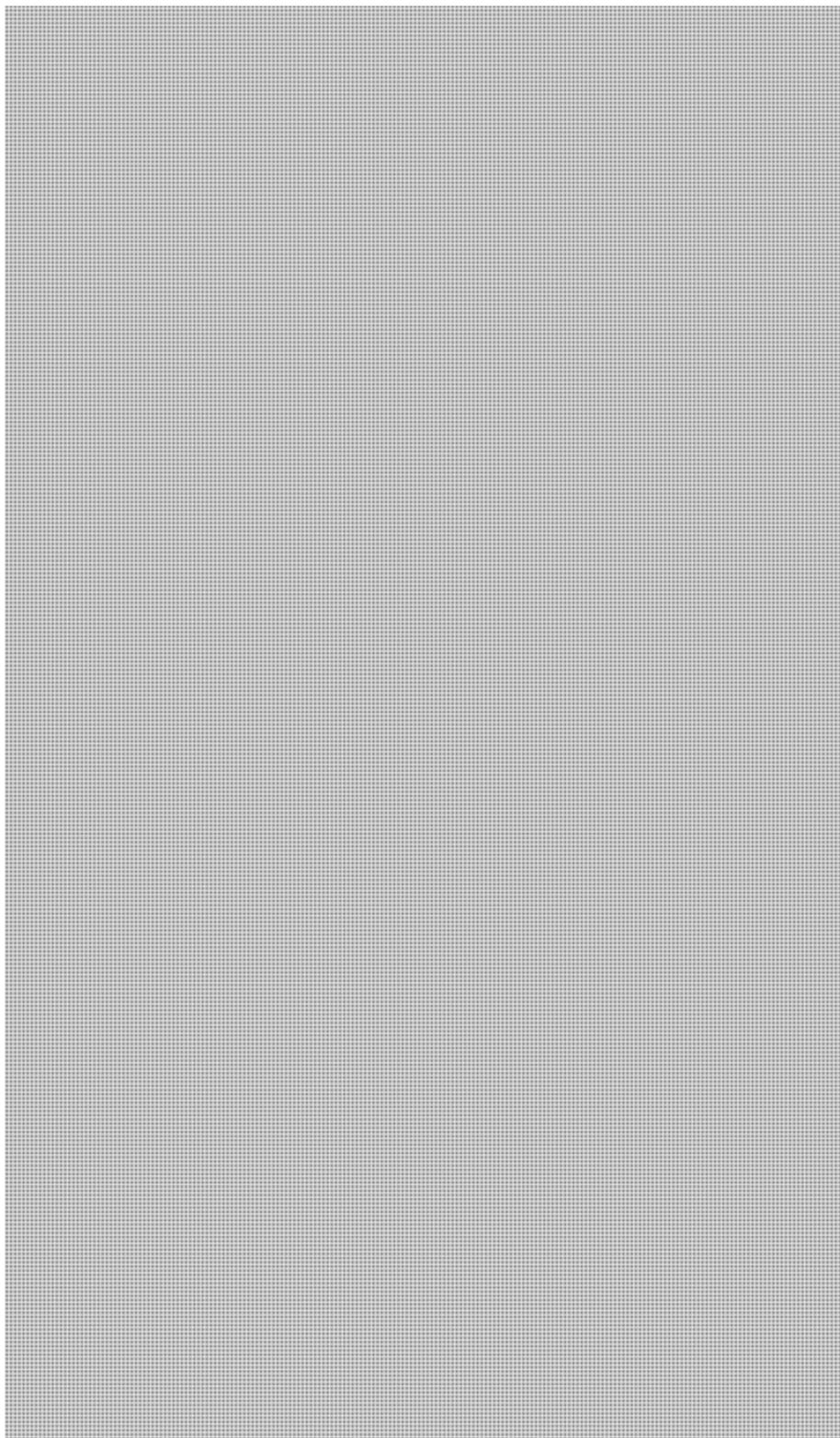
COMMISSAIRE AUX
LANGUES OFFICIELLES

The Honourable Allan Rock
Minister of Justice and
Attorney General of Canada
Justice Building
239 Wellington Street
Ottawa, Ontario
K1A 0H8

s.23

My Dear Minister:



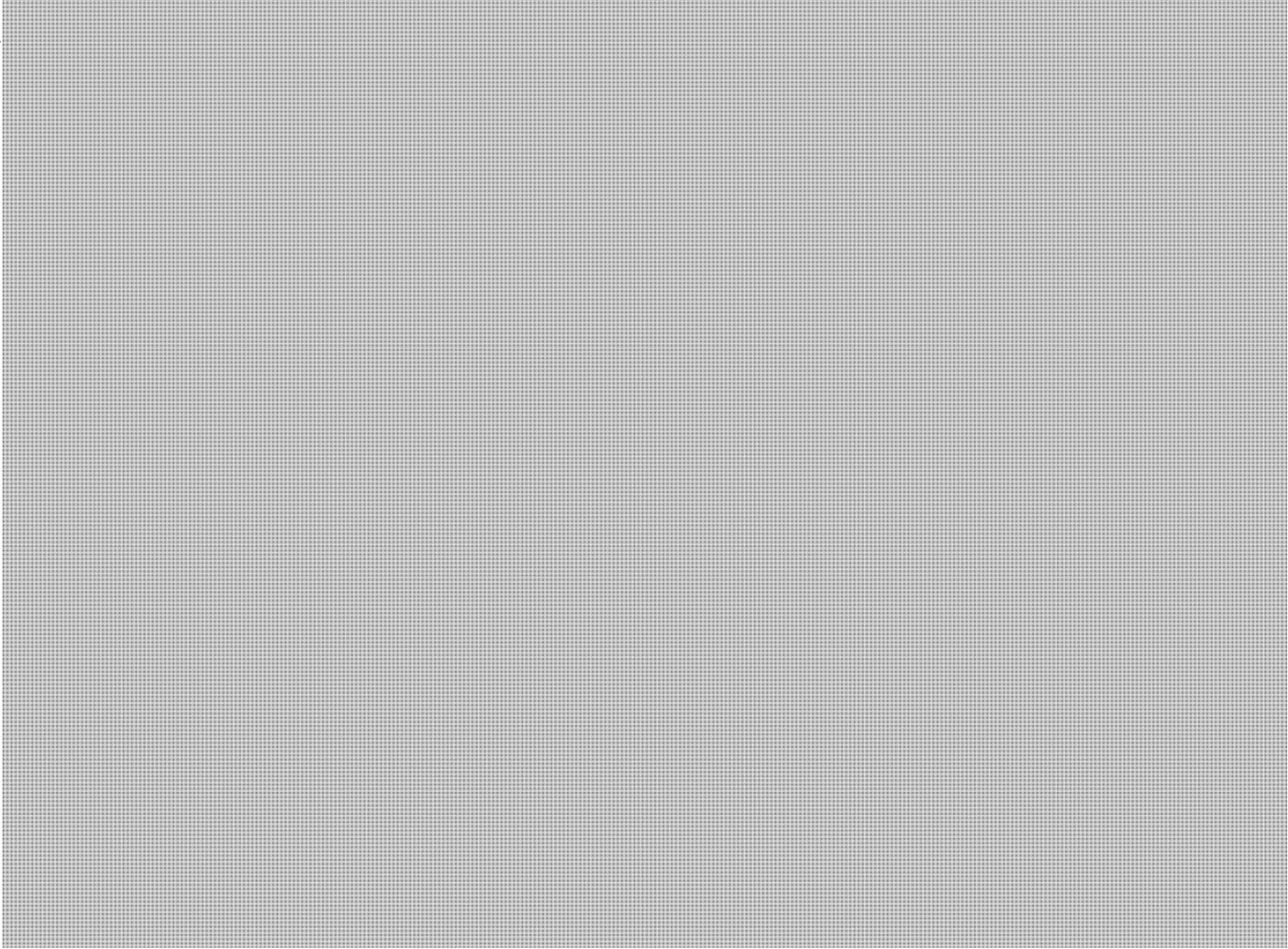


DEC 01 '95 10:01 FR HRLS/SDP

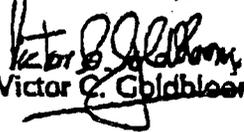
613 952 4137 TO 9539353

P.05/05

- 4 -



Yours sincerely,


Victor C. Goldbloem

c.c.: The Honourable Michel Dupuy, P.C., M.P.

s.23

**Pages 1361 to / à 1400
are withheld pursuant to section
sont retenues en vertu de l'article**

23

**of the Access to Information Act
de la Loi sur l'accès à l'information**

CANADIAN HERITAGE

1 604 666 3508

[07-20-95] 11:02AM

[4] #2/5
P.1/4

JUL 20 '95 10:39AM LEG&IND EDUCATION

**LEGISLATION AND INDEPENDENT EDUCATION DEPARTMENT
MINISTRY OF EDUCATION
PROVINCE OF BRITISH COLUMBIA**

FACSIMILE COVER SHEET

Please deliver the following page(s) to:

NAME: Orest Kruhlak

COMPANY/ORGANIZATION: Heritage Canada

FAX NUMBER: 666-6040

FROM: Peter Owen

FAX NUMBER: 953-4908

TELEPHONE NUMBER: 356-0522

TOTAL NUMBER OF PAGES, INCLUDING THIS COVER SHEET: 4

MESSAGE:

Attached is a confidential background document reflecting the Province's development of a Francophone Education Authority.

Cost assumptions do not include costs for the acquisition of leasehold property. The Authority will not own fee simple unless the costs are paid by the federal government.

Please contact Joyce Taylor at (604) 356-0522 if you do not receive the number of pages indicated above.

95.11.7.



Canadian Heritage Patrimoine canadien

#300 - 300 West Georgia St.
Vancouver, B.C. V6B 6C6

*Michelle
pour information de classe*

Roger

Your file Votre référence

October 25, 1995

Our file Notre référence

Ms. Cynthia Morton
Deputy Minister
Ministry of Education
Province of British Columbia
Parliament Buildings
Victoria, BC
V8V 2M4

*PEI Roger
cabinet de minist.
New*

Dear Ms. Morton:

I am responding to your letter of October 19, 1995 in which you expressed your Government's view on the possibility of creative funding solutions and the expectation that the Government of Canada will contribute at least 60% to the cost of francophone governance.

With respect to the Province's expectation that the Government of Canada will contribute at least 60% to the cost of this initiative, I must inform you that our fiscal situation does not enable us to contribute more than 50% of the cost. It has been our understanding from the start that this initiative would be supported as a 50% basis by both governments. This position is even more essential given the decision of your government not to provide financial assistance to potential capital expenditures related to the school governance issue.

On the same date that you forwarded your letter to me, Mr. Hilaire Lemoine, Director General, Official Languages Support Branch, wrote a letter to Peter Owen in which he outlined our need for more information to facilitate the ongoing discussions. Once we receive a response from Peter, we are hopeful that the negotiations will be concluded as soon as possible. We continue to be prepared to have staff from the region and Ottawa meet with your officials to expedite the process.

I know that you are very familiar with today's fiscal circumstances and its impact on government budgets. It affects us in that we must be governed by economy, efficiency and prudence in the negotiations.

Canada



- 2 -

I look forward to the continued discussions and trust that an agreement can be signed by the Ministers in the near future.

Sincerely,



Greg M. Kruhlak
Regional Executive Director
Pacific/Yukon Region
Canadian Heritage

OMK:BR:cmr

cc: AC
Hilaire Lemoine
DG, Official Languages Support Program



Canadian Heritage Patrimoine canadien

Hull, Canada
K1A 0M5

OCT 19 1995

Your file Votre référence

Our file Notre référence

Mr. Peter Owen
Executive Director
Legislation and Independent Education
Ministry of Education
Government of British Columbia
Parliament Buildings
Victoria, British Columbia
V8V 1X4

Dear Mr. ^{Peter}Owen:

I am sending you this letter as a follow-up to your funding proposal for the Francophone Education Authority and to our telephone conversation on the federal government's participation in this initiative.

As mentioned, we would appreciate receiving more information on your financial proposal. More specifically, Canadian Heritage will need to understand the rationale used by the Ministry of Education in establishing its budget proposal and will require detailed information on the following budget items: Start-up Costs, Language Upgrading and Additional Operating Costs. As well, information should be provided on the funding mechanism to be used for the new Francophone Education Authority (FEA). For example, will the FEA's annual budget be approved and/or established in the same way as other school boards?

Based on estimates covering the period of the Special Agreement (1995-96 to 1998-99), the province of British Columbia will be receiving approximately 34.4 M \$ from Canadian Heritage under the Official Languages in Education Program (see attached table). In the past, approximately 25% of this contribution was used by the province for minority-language education. This would mean 8.6 M \$ for the period under consideration. I suggest your proposal identify which portion of the 8.6 M \$ will be used to complement the proposed 10.5 M \$ under the Special Agreement.

Although we are not expecting the same level of detail as found in your 1993 proposal, you will appreciate that the above information is required before we can proceed with a recommendation to our Minister on the federal government's participation in the establishment of the Francophone Education Authority (FEA).

.../2

Canada



001404

- 2 -

Paul-Émile Leblanc, Director, Operations and Regional Coordination, will be in Vancouver from Friday, October 27, 1995, to Monday, October 30, 1995. Should you need any information or have questions, do not hesitate to contact him at our regional office (666-2802) or at his hotel (331-1000).

I look forward to our continued discussion on this matter and hope to conclude our agreement in the very near future.

Yours sincerely,



Hilaire Lemoine
Director General
Official Languages Support Branch

encl.

c.c. Orest Krhlak

Appendix

OFFICIAL LANGUAGES IN EDUCATION
CANADA'S PROJECTED CONTRIBUTION TO BRITISH COLUMBIA
FOR OFFICIAL LANGUAGES EDUCATION

	1994-95	1995-96	1996-97	1997-98	1998-99	TOTAL 1995-96 to 1998-99
		Projections				\$
Infrastructure	6 396 249	5 200 000	4 400 000	4 400 000	4 400 000	18 400 000
Development	4 463 460	4 135 580	3 939 370	3 939 370	3 939 370	15 953 690
Total	10 859 709	9 335 580	8 339 370	8 339 370	8 339 370	34 353 690

*fax copy -> Heloise Remane
cc -> Janet Lowe*

**LEGISLATION AND INDEPENDENT EDUCATION DEPARTMENT
MINISTRY OF EDUCATION
PROVINCE OF BRITISH COLUMBIA**

*cc -> Binette
-> Bob
original -> file*

FACSIMILE COVER SHEET

OCT 19 1995

Please deliver the following page(s) to:

NAME: Mr. Orest Kruhlak, Regional Executive Director

COMPANY/ORGANIZATION: Department of Canadian Heritage, Government of Canada

FAX NUMBER: 666-6040

FROM: Peter Owen, Executive Director

FAX NUMBER: 953-4908

TELEPHONE NUMBER: 356-0522

Feuillets de transmission par télécopieur		Usage	# of pages
Post-it™ Fax Note		7671B	3
To / À	From / De		
<i>Heloise Remane</i>	<i>Bob Robertson</i>		
Co./Dept. / Cie/Service	Co. / Cie		
Phone # / N° de tél.	Phone # / N° de tél.		
Fax # / N° de télécopieur	Fax # / N° de télécopieur		

TOTAL NUMBER OF PAGES, INCLUDING THIS COVER SHEET: 3

MESSAGE:

Please see the following letter from Cynthia Morton, Deputy Minister.

Please contact Joyce Taylor at (604) 356-0522 if you do not receive the number of pages indicated above.

CANADIAN HERITAGE

1 604 666 3508

10-19-95 12:42PM

[89] #2



Province of
British Columbia

Ministry of
Education

OFFICE OF THE
DEPUTY MINISTER

Parliament Buildings

Victoria

British Columbia

V8V 2M4

Telephone: (604) 356-2479

Fax: (604) 356-9121

October 19, 1995

Mr. Orest Kruhlak
Regional Executive Director
Department of Canadian Heritage
Room 300
300 West Georgia Street
Vancouver, British Columbia
V6B 6C6

Dear Mr. Kruhlak:

Thank you for your recent letter concerning funding for a Francophone Education Authority. Since your correspondence, negotiations have been ongoing between this Ministry and the Department of Canadian Heritage. On September 26, 1995, Ministry staff faxed to Canadian Heritage a document setting out the Ministry's estimates of expenses spanning the start-up period and the first three years of operations of the Francophone Education Authority.

I am advised that discussions between our staff have been cordial and informative, and that a good working atmosphere has been created. Recent discussions considered the possibility of creative funding solutions, including considerations of merging the governance funding discussions with discussions around the renegotiation of the bilateral agreement.

While these discussions are encouraging, the Province, nonetheless, is adamant that we have an agreement with the Government of Canada that recognizes our mutual fiscal accountability for francophone governance. The Province expects that, at the conclusion of the current discussions, the Government of Canada will contribute at least sixty per cent to the costs of this initiative. These discussions cannot be prolonged or our planned implementation date will be affected. Federal capital construction, if any, will be in addition to this threshold.

... /2

-2-

The Province's position on this matter stems from its interest in providing quality educational programming to francophone children that meets the requirements of the Charter and is equivalent to the programming provided to all public school students in the province.

I look forward to continuing fruitful discussions and a resolution that meets the needs of our children.

Sincerely,



Cynthia Morton
Deputy Minister

1995. 10. 11

A: Hilaire Lemoine/Paul-Émile Leblanc

De: Roger Farley

Gestion scolaire en Colombie-Britannique

Tu trouveras ci-joint une première ébauche de la lettre que tu pourrais faire parvenir à Peter Owen pour lui demander de nous fournir plus d'information sur sa proposition et pour lui donner une idée des fonds de l'entente bilatérale qu'il pourrait utiliser pour la gestion scolaire.

Tu verras aussi que je propose d'envoyer à Peter une série de principes qui nous permettraient de nous assurer que la nouvelle Autorité scolaire soit adéquatement financée. L'idée maîtresse de ces principes est d'éviter une situation comme celle de la DSFM qui affirme ne pas être financée équitablement.

A la lecture de la proposition de 1993, je serais tenté de croire que ces principes ne devrait causer aucun problème à la Colombie-Britannique sauf, peut-être, celui sur les coûts de location.

Je crois que si nous pouvions nous entendre rapidement avec la Colombie sur une série de principes que la question des postes budgétaires deviendrait secondaire. En effet, il s'agirait d'inclure dans l'entente un certain nombre de clauses qui engageraient explicitement la province à non seulement transférer une partie des fonds à la nouvelle Autorité mais que ces fonds viendraient s'ajouter au financement de base.

Si nous pouvons nous entendre avec la province sur ce principe de base, il reviendrait ensuite aux élus de la nouvelle Autorité d'établir un budget annuel qui convient à leur besoin plutôt que de leur demander d'établir un budget en fonction d'un cadre pré-établi dans l'entente.

Roger

DRAFT (October 11, 1995)

Mr. Peter Owen
Executive Director
Legislation and Independent Education
Ministry of Education
Government of British Columbia
Parliament Buildings
Victoria, British Columbia
V8V 1X4

Dear Mr. Owen:

I am sending you this letter as a follow up to our recent discussion concerning the participation of the federal government in the establishment of a Francophone Education Authority for British Columbia.

First, as discussed earlier, the Canadian Heritage Department will need more information on your financial proposal before making any recommendations to the Minister. Without having the same level of details as the August 19, 1993 proposal, I suggest that the rationale used by the Department of Education to arrive at this budget be presented.

As I mentioned, the Federal Government want to use a flexible and pragmatic approach so that an agreement can be concluded for the benefit of Francophone children. However, you can understand that we have to clearly understand the budget especially in light of budget figures that have dramatically changed in the course of our discussions.

Also on the budget presented, the Federal Government have to clearly understand the use of the Federal contribution. Again, without being as detailed as the August 19, 1995 proposal, we need to have definitions of the budget items.

Second, and probably more important than the budget itself, is the issue of the basic principles governing the spirit of the agreement. On this, it is essential for the Federal Government to understand the funding mechanism of the newly created Francophone Authority. Questions like, will the Authority be funded according the same guidelines as other school boards or what portion of the Federal funding will be used by your Department, the Authority and the Association des parents should be addressed prior any detailed discussions on the text of the agreement.

Attached to this letter are draft principles that could guide our discussions for the finalization of the agreement. Also attached a table indicating the funding that will be accessible by British Columbia under the Official Languages in Education Agreement for minority education. The figures in the tables are projections assuming the current budgetary level for the program.

I look forward to receive the explanations on the budget and to discuss the guiding principles of the agreement.

Yours sincerely,

Hilaire Lemoine
Director General
Official Languages Support Branch

Canada - British Columbia Special Agreement

Francophone School Authority

Discussion paper

Principles governing the Federal Government contribution

The Federal funding under the special agreement will be used in part only by the Department of Education. The rest of the funding will be transferred to the Association des parents Francophones and to the Authority after its creation.

Once the Authority is created, its annual base budget will be equal to the budget of any school board of similar size (using formulae funding - fiscal framework). In addition to its annual base budget, the Authority will receive funds from the Special agreement and funds from the Canada - British Columbia agreement (or provisional arrangements) on Official languages in education.

The Federal funding under the Special agreement shall not be used by the Department of Education to provide a compensation to school boards for the loss of the per pupil grant for children transferring to the new Authority.

The loss of revenues for school boards due to the transfer of children to the new Authority will be compensated by economies in term of space, administration and teaching personnel.

The Special agreement shall specify how the annual budget of the Authority will be established and approved (if a different regime prevail over the fiscal framework).

The leasehold item of the Special agreement should demonstrate that the money will be transferred to the Authority for the lease of commercial space only if educational facilities are not available. The Federal funds shall not be transferred to school boards or the Authority to reimburse school boards for the lease of existing educational facilities.

OFFICIAL LANGUAGES IN EDUCATION
CANADA'S CONTRIBUTIONS TO BRITISH COLUMBIA
FOR MINORITY LANGUAGE EDUCATION

	1994-95	1995-96	1996-97	1997-98	1998-99	TOTAL 1995-96 to 1998-99
	Estimates \$	Projections \$				\$
Infrastructure	1 648 348	1 334 000	1 134 000	1 134 000	1 134 000	4 736 000
Development	1 103 001	1 025 000	975 000	975 000	975 000	3 950 000
Total	2 751 349	2 359 000	2 109 000	2 109 000	2 109 000	8 686 000

Possible use of the Official Languages in Education Agreement for the funding of the Francophone Authority

	1994-95	1995-96	1996-97	1997-98	1998-99	TOTAL 1995-96 to 1998-99
	Estimates \$	Projections \$				\$
Development	1 103 001	1 025 000	975 000	975 000	975 000	3 950 000
Language Upgrading			600 000	600 000	700 000	1 900 000
Other, like Start up governance costs		1 025 000	375 000	375 000	275 000	2 050 000
Total	1 103 001	1 025 000	975 000	975 000	975 000	3 950 000

P.2/2

**BRITISH COLUMBIA
 FRANCOPHONE EDUCATION AUTHORITY**

GOVERNANCE AND OPERATING COST - 7 Schools

(In millions)	95/96	96/97	97/98	98/99	Total
Start up governance costs					
Meeting with parents					
Communications					
Start up administration					
Negotiations with Boards					
Travel	0.40	1.00	1.60	1.60	4.60
Language Upgrading					
Curriculum Development					
Assessment					
Evaluation and Examinations					
Mesures d'accueil		0.60	0.60	0.70	1.90
Additional Operating Costs					
Support for small school settings					
Fixed cost of special needs students					
Administration of schools and authority					
Minimum Transportation-neighbourhood education		3.50	3.50	3.50	10.50
Total without Leasehold and additional Transportation	\$0.40	\$5.10	\$5.70	\$5.80	\$17.00
Additional Leasehold if Private Sector					
10 sq. mtrs per student		3.00	3.00	3.00	9.00
Additional Transportation if students					
are bused to central school locations		1.00	1.00	1.00	3.00
Grand Total (without Capital Program)	\$0.40	\$9.10	\$9.70	\$9.80	\$29.00

Notes:

- These costs are in addition to the regular program cadre support provided by both the Federal and Provincial Governments for these students
- Support of the ongoing costs after 1998/99 will be negotiated.
- Outcomes of litigation may increase these costs

SEP 26 '95 11:00AM MIN OF EDUC 4TH FLR

9/26/95 10:27 AM

001416

4142-6-95

close R.F. Roger

Author: Roger Farl y at JLS7-HULL
Dat : 96-04-25 15:06
Priority: Urgent
Receipt Requested
TO: Bob Robertson at VANCOUVER
TO: Th rese Laberge at JLS13-HULL
TO: Suzanne Gagnon at JLS9-HULL
CC: Hilaire Lemoine
CC: Michele Blais-Chauvin
Subject: School Management In British Columbia

*MC [R.F.]
- traiter info.
- certains - nous le text.
r vis  par H. Lemoine
avant le 3 ?
H.L.*

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

Bob,

I received a phone call from Michelle Souli re in Peter's Owen office concerning the new version of the text.

Peter would like to have a conference call with us on Friday, May 3, 1996 at 11:00 (BC time) to review and finalize the text. Michelle indicated to me that in order to expedite it, Peter will be with his Finance and Legal people and suggested that we do the same.

She mentioned that they do not have problems with the text but they want some clarifications.

Given the fact that the BC government is going soon into elections, I agree with the strategy proposed by Peter.

The new version that they have was carefully prepared and provided them with background information on other similar agreements. I tend to believe Michelle when she said that they do not have major problems with the text. If you recall, one of their concerns was the flexibility with the cash flow. On that issue, I can reassure him that we have the experience in managing similar agreements and that we can adapt to almost unforeseen circumstances.

Should you agree I will confirm with her.

Roger

RS

*Non, Peter veut plut t nous demander certains  claircissements
dorm en premier temps. Mon*

Auteur : Roger Farley à JLS7-HULL
Date : 96/04/25 15:06
Priorité : Haute
Accusé de réception demandé
pour : Bob Robertson à VANCOUVER
pour : Thérèse Laberge à JLS13-HULL
pour : Suzanne Gagnon à JLS9-HULL
cc : Hilaire Lemoine
cc : Michele Blais-Chauvin
ccc : Danielle-Offlan Morin
Objet : School Management In British Columbia

4140-6-95

Closed

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

Bob,

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Should you agree I will confirm with her.

Roger

Claude

4140-6-95

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

de Tel que des notes

----- 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

DEPARTMENT OF CANADIAN HERITAGE
MINISTÈRE DU PATRIMOINE CANADIEN

250 - 1675 Douglas Street
Victoria, B.C. V8W 2G5

1675, rue Douglas, bur.250
Victoria (C.-B.) V8W 2G5

Fax No./N° Télécopieur/: (604) 363-8552

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[S'il manque des pages, veuillez nous appeler immédiatement au (604) 363-3511]

TO : Michèle Blais-Chauvin O.M.Q.
A : Jessie Montreuil VAN
Doug Fendler - Kelowna

Facsimile No. : _____
N° télécopieur: _____

FROM : JANET JONES
DE : Senior Program Officer
B.C. Coast Interior District
Pacific & Yukon Region

Agente principale des programmes
District Côte-Intérieure C.-B.
Région du Pacifique et du Yukon

(604)363-8562

NUMBER OF PAGES:
NOMBRE DE PAGES:

5.

(Including cover page)
(page couverture incluse)

COMMENTS/REMARQUES:

April 10/96

Press release - Dept of Education

Michèle
pour classement

~~Nord~~ ~~Historie~~ 96.4.12

Nous avons reçu copie de ce communiqué de presse.

Je remarque que la province en profite pour blâmer le fédéral.

Il n'y a rien sur la question scolaire en français

001420

Debbi Naubert,10/04/1996 12:08 AM,NR13-96

1

Message-Version: 1.0
Date: Tue, 9 Apr 1996 16:08:35 -0800
To: l_mest_eudora@mail.educ.gov.bc.ca
From: drichman@mail.educ.gov.bc.ca (Debbi Naubert)
Subject: NR13-96
Sender: owner-l_mest_eudora
Precedence: bulk

Post-It™ Fax Note		7671E	Date	# of pages
To	<i>Paul Jones</i>		From	<i>Raymond</i>
Cell/Dept.			Co.	<i>Quimet</i>
Phone #			Phone #	<i>356-2527</i>
Fax #	<i>363 8552</i>		Fax #	<i>387-1470</i>

MINISTRY OF EDUCATION, SKILLS AND TRAINING
FOR IMMEDIATE RELEASE
NR13-96
April 9, 1996

RESTRUCTURING SCHOOL DISTRICTS PROTECTS SERVICES TO STUDENTS

VANCOUVER -- The province will reduce the number of school districts in British Columbia from 75 to 57, and will save up to \$120 million through restructuring over the next four years, Education, Skills and Training Minister Paul Ramsey announced today.

The money saved through restructuring will go to protect services in the classroom, the minister said.

"There's a pressing need to more efficiently manage the public education system, especially in light of federal offloading in education and health care," said Ramsey. "By cutting the cost of government and finding savings through school district restructuring, we can make sure money goes where it's most needed - to funding for students."

Ramsey was joined today by BC School Trustees Association President Carole James and Oscar Bedard, co-chairs of the Public Education Restructuring Committee. The committee had been consulting with British Columbians on the restructuring and amalgamation of B.C. school districts at the request of former Education Minister Art Charbonneau, and delivered their final report to Ramsey on April 4.

Ramsey stated that government acted quickly in response to the committee's recommendations on amalgamation in order to bring stability and certainty to the education system.

"This new structure, based largely on the recommendations of the Public Education Restructuring Committee, is evidence of government's commitment to consult with and respond quickly to the concerns of educators, parents, districts and communities," he said. "While government's decision does not precisely parallel the recommendations contained in the restructuring committee's report, we are in agreement in many critical areas."

Printed for rouimet@mail.educ.gov.bc.ca (Raymond Ouimet)

1

Debbi Naubert, 10/04/1996 12:08 AM, NR13-96**2**

The new structure will not change the boundaries of 41 school districts. The remaining 34 will be amalgamated into 16 new districts, which are to be in place by December 1, 1996, in time for the next municipal elections. Government's initial target was to reduce the number of school districts to 37.

To support districts as they make the transition to the new structure, Ramsey said he will establish a committee comprised of ministry officials and system co-governors, school trustees. The committee will also review the long-term recommendations contained in the PERC report. Ramsey said one issue of particular importance for the committee will be to ensure the interests of all communities are adequately represented under the new structure.

Ramsey said that rather than derive savings only through amalgamation, the committee recommended that all districts should be required to realize savings through system-wide efficiencies. Savings from the school system will increase gradually, to total \$120 million over the next four years.

"I am also in agreement with the committee on the need to protect funding for programs for aboriginal students and those with special needs," said Ramsey. "Restructuring will not affect these critical programs."

Ramsey acknowledged the enormous amount of time and energy that has been contributed by the committee, and all education partners in examining and providing input on the issue of restructuring.

"I recognize that this has been a challenging process for many communities. These decisions are the result of broad consultation and our response demonstrates that we have listened to educators, staff, trustees, parents and communities," said Ramsey. "It is now time for us to focus on making the new structure work for the benefit of all students in the province."

The new B.C. School District Structure:

- Abbotsford
- Alberni
- Armstrong-Spallumcheen-Shuswap*
- Arrow Lakes
- Bulkley Valley
- Burnaby
- Burns Lake - Nechako*
- Campbell River-Vancouver Island West*
- Cariboo-Chilcotin
- Castlegar-Trail*
- Central Coast

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Debbi Naubert, 10/04/1996 12:08 AM, NR13-96 3

- Central Okanagan
- Coquitlam
- Cowichan - Lake Cowichan*
- Courtenay
- Delta
- Fernie-Cranbrook*
- Fort Nelson
- Grand Forks-Kettle Valley*
- Gulf Islands
- Hope - Chilliwack - Agassiz-Harrison*
- Howe Sound
- Kamloops-North Thompson*
- Kimberley-Windermere-Golden*
- Kitimat-Terrace*
- Langley
- Lillooet-South Cariboo*
- Maple Ridge-Pitt Meadows
- Mission
- Nanaimo
- Nelson/Creston-Kaslo*
- New Westminster
- Nisga'a
- North Peace
- North Vancouver
- Penticton - Summerland*
- Powell River
- Prince George
- Prince Rupert
- Princeton - Merritt*
- Qualicum
- Queen Charlottes
- Quesnel
- Revelstoke
- Richmond
- Saanich
- Sooke
- South Peace
- Southern Okanagan - Keremeos*
- Sunshine Coast
- Stikine
- Surrey
- Vancouver
- Vancouver Island North
- Vernon
- Victoria
- West Vancouver

*denotes districts being amalgamated

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Debbi Naubert,10/04/1996 12:08 AM, NR13-96 **4**

Media inquiries:

**Shawn Robins
Ministry of Education, Skills and Training
(604) 356-2500 (Victoria)**

**Debbi
Communications Branch
Tel: 356-8156 Fax: 356-5945**

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4140-6-95



Department of Justice Ministère de la Justice
Canada Canada
MEMORANDUM/NOTE DE SERVICE

Security Classification – Cote de sécurité
Protégé: secret professionnel de l'avocat
File number – Numéro de dossier
Date
Le 19 mars 1996
Telephone/FAX – Téléphone/Télécopieur
990-8159/990-5500

s.23

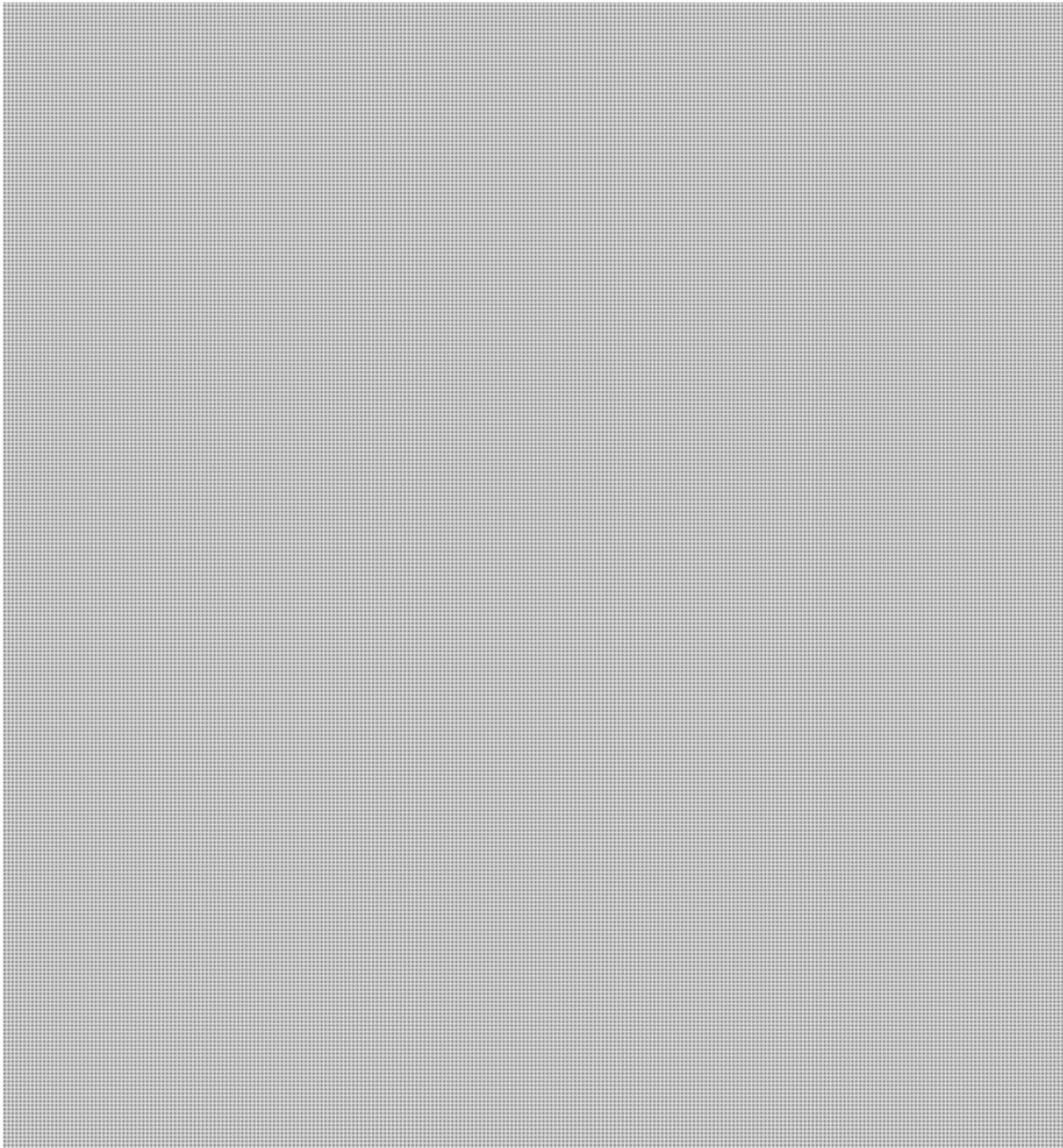
TO/DEST.: Michèle Blais-Chauvin, Langues officielles et appui aux organismes

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

SUBJECT/OBJET:

Comments/Remarques

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



Comments/Remarques

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

Je souhaite que la présente vous aide dans vos négociations avec la Colombie-Britannique.


Thérèse Laberge

c.c. C. Marquis
B.J. Wilton
D. Walter

s.23

4140-6-95

Michèle Blais-Chauvin
Agent de programmes
Langues officielles dans l'enseignement

Claire Marquis
Conseiller financier
Subventions et contributions

13
11 Mars 1996

Gouvernement de la Colombie-Britannique - Langues officielles dans l'enseignement
Entente spéciale pour la gestion scolaire

1. Clause 2.

1.1 Interprétation

Les dépenses admissibles associées au coût d'opération des écoles francophones ne devraient pas être des dépenses admissibles puisque ces coûts ne sont pas des dépenses pour le démarrage de la gestion scolaire mais bien des dépenses de fonctionnement que la province aura à encourir pour le fonctionnement des écoles francophones. La soumission au Conseil du Trésor des mesures spéciales stipulent que les dépenses admissibles doivent être pour le démarrage de la gestion scolaire et non pour des frais de fonctionnement tels : Transport, bail, "boarding allowances" et autres dépenses associées aux étudiants francophones pour fréquenter les écoles françaises. De plus, le Programme crée un précédent si elle accepte ce type de dépense et les autres provinces feront les mêmes demandes. L'objet de la contribution s'en trouvera alors de beaucoup diminué.

En conséquence, les dépenses de transport, le bail et le "boarding allowances" ne sont pas des dépenses admissibles.

1.2 "Funded school year"

Jusqu'à présent, toutes les ententes spéciales pour la gestion scolaire reflète l'année financière du Canada soit la période du 1er avril 1995 au 31 mars 1996. Aucune exception n'a été faite à ce sujet (sauf pour le Manitoba de façon exceptionnelle) et il est facile de comprendre que logiquement puisque la gestion scolaire ne suit pas le calendrier scolaire mais est un processus de développement et de planification; la période couverte par cette entente doit refléter l'année financière du Canada.

.../2

Clause 4.

La clause 4.3 ne correspond pas à la clause standard prévue à cet effet. Elle omet le maintien des niveaux budgétaires courants et prévus du Programme. Il faudrait remettre la clause usuelle afin de bien protéger le Canada de toute coupure éventuelle.

3. Clause 5.

La clause 5.2 relative au surplus n'est pas acceptable puisque l'approche ministérielle pour les surplus est que ces derniers doivent être recouverts. Il n'est pas acceptable que la province les garde parce que les ententes spéciales fonctionnent sur le même principe que les ententes bilatérales (mesures provisoires) alors sur une base annuelle. Normalement, le Conseil du Trésor nous demande de faire une retenue à notre contribution avant d'avoir les états financiers finaux afin d'éviter les paiements en trop. Votre programme a été exempté de cette méthode de paiement sans toutefois avoir reçu l'autorisation du Conseil du Trésor de permettre aux bénéficiaires de garder les surplus. Si la province ne respecte pas la clause standard de surplus du Canada alors les conditions de paiements devront être modifiés pour qu'aucun surplus ne soit accumulé soit attendre les états financiers finaux avant de verser le dernier paiement de l'année en cours.

Ladite clause devra se lire comme suit :

"In the event that payments made to BC under this Special Agreement exceed the amounts to which BC 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 BC."

La clause 5.3 doit se lire comme suit :

"The maximum amount of Canada's contribution approved for each fiscal year for each categories described at clause 2.1 will be detailed in the annual Budget mentioned in Section 9 of the present sub-agreement."

En conséquence, la clause 9 doit se lire :

"Canada and British Columbia agree that there shall be annual Budget to this sub-agreement, which will present, for each of the categories mentioned in Section I of the present sub-agreement, British Columbia's forecasted costs and Canada's approved contributions toward these costs with the expenditure categories or projects included in each of the annual expenditure budget approved for each of the categories."

.../3

De plus, la clause 9 relative au surplus après les 4 années de l'entente spéciale n'est pas acceptable parce que le Programme n'a pas l'autorité d'autoriser le bénéficiaire à garder les surplus.

4. Time and amount of payment of installments by Canada

Les paragraphes de la clause 7 doivent se lire comme suit :

7.1 Canada will pay BC the amount of financial assistance set out in clause 5.1a) as follows:

- a) 50% upon reception and acceptance of the annual budget for 1995-1996;
- b) 50% upon reception of the certified final financial statements of expenditures for the fiscal year ending March 31, 1996.

7.2 With regard to Canada's contributions to BC for the initiatives described in clauses 2.1d) et 2.1e), for each of the four fiscal years of this Special Agreement, payments shall be made to BC as follows:

- 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 by the Minister of BC annual budget;

- 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 31 of the current year upon receipt and acceptance by the Minister of

* Certified interim statement of expenditures for the current year providing details of actual expenditures incurred by BC for the period ending January 31 of the current fiscal year as well as forecasts of anticipated expenditures for the period ending March 31 of the current fiscal year; and

* Certified final financial statements of expenditures for the fiscal year ending March 31 of the previous year.

7.3 Payments to be made by Canada to BC pursuant to the present Sub-Agreement shall be made within 30 working days after the receipt and acceptance of the documents mentioned in Sections 7.1 and 7.2 provided that the data in the said documents is consistent with the terms and conditions of the present Sub-Agreement and that BC has addressed any questions raised by the Minister.

5. Accounts and financial statements

Les paragraphes suivants devront être ajoutés à la clause 12.

.../4

- 4 -

12.3 In addition to the financial statements mentioned in clause 7.2, BC must submit to Canada a final certified statement for 1998-1999 within six months of the end of that fiscal year.

12.4 For the purposes of this Special Agreement, the financial statements mentioned in claused 7.2 refer to statements of expenditures incurred by BC presenting detailed expenditures by expenditure category or approved project in the annual budget of that fiscal year.

12.5 For the purposed of the present Sub-agreement, the financial statements provied to Canada by BC shall be certified by a senior program officer and by a senior financial officer, both of whom shall be duly authorized by BC and accepted by Canada.

6. Duration : clause 16.1

Les ententes spéciales sont autorisées en vertu d'une décision du Conseil du Trésor et la dernière année visée par cette décision se termine le 31 mars 1999. Il semble que nous sommes de mauvaise foi si nous suggérons qu'à l'expiration de cette entente que nous voulons discuter de l'extension de cette entente. De plus, les coupures budgétaires faites les dernières années reflètent la difficulté d'obtenir des fonds supplémentaires de cette envergure auprès du Conseil du Trésor.

7. Budget annuel soumis

En vertu du budget annuel soumis par la province, il appert que les dépenses admissibles s'élèvent à 6.5M soit :

Mise en place de la gestion scolaire	4.6 M
"Language Upgrading"	1.9 M

La contribution du Canada devrait donc être de 3.25M.

Clair Maguis

TRANSMISSION D'UN DOCUMENT - FACSIMILE TRANSMITTAL

Date: 1.3.96



A - TO: Peter Owen



Ministère/Autres: *Ministry of Education*
Department/Others: *Government of British Columbia*

No. tél. - Tel. No: (604) 356-0522

No. télécopieur - Facs No.: (604) 953-4908

Nombre de pages (incluant cette page): 3
Number of pages (including this page): _____

DE - FROM: Roger Farley



Ministère/Autres: *Canadian Heritage*
Department/Others:

No. tél. - Tel. No: (819) 994-3507

No. télécopieur - Facs No.: (819) 953-6580

Observations - Comments: *As discussed Wednesday, I am sending you some changes to certain clauses of your proposed text. I will call you Monday to discuss these matters further. Also as discussed, see attached a table for your information interpreting mathematically the proposed changes to Clause 4.1.*

**BRITISH COLUMBIA
 FRANCOPHONE EDUCATION AUTHORITY**

GOVERNANCE AND OPERATING COST

(In millions)	95/96	96/97	97/98	98/99	Total
Start up governance costs					
Meeting with parents					
Communications					
Start up administration					
Negotiations with Boards					
Travel	0.40	1.00	1.60	1.60	4.60
Language Upgrading					
Curriculum Development					
Assessment					
Evaluation and Examinations					
Mesures d'accueil		0.60	0.60	0.70	1.90
Additional Operating Costs					
Support for small school settings					
Fixed cost of special needs students					
Administration of schools and authority					
Minimum Transportation-neighbourhood education		3.50	3.50	3.50	10.50
Total without Leasehold and additional Transportation	\$0.40	\$5.10	\$5.70	\$5.80	\$17.00
Additional Leasehold If Private Sector					
10 sq. mtrs per student		2.00	2.00	2.00	6.00
Additional Transportation If students					
are bused to central school locations		0.35	0.35	0.35	1.05
Grand Total (without Captial Program)	\$0.40	\$7.45	\$8.05	\$8.15	\$24.05

6.5

Notes:

- These costs are in addition to the regular program cadre support provided by both the Federal and Provincial Governments for these students
- Support of the ongoing costs after 1998/99 will be negotiated.
- Outcomes of litigation may increase these costs

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

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;

AND 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,

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 money expended or to be expended by British Columbia during a school year

- (a) for Francophone education,
- (b) for the establishment and operation of Francophone Schools,
- (c) to any Francophone Education Authority or any other Francophone School governance structure,

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

(d) 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

(e) Language Upgrading, which includes, but is not limited to the following:

- (i) Curriculum Development
- (ii) Assessment
- (iii) Evaluation and Examinations
- (iv) Mesures d'accueil

~~(f) Operating Costs Association with the Operation of the Francophone Education Authority, which includes, but is not limited to the following:~~

- ~~(i) Support for small school settings~~
- ~~(ii) Fixed costs of special needs students~~
- ~~(iii) Administration costs of schools and authority~~
- ~~(iv) Minimum Transportation - neighbourhood education~~

~~(g) 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~~

~~(h) Costs of Ensuring Francophone Students Have Access to Francophone Schools - includes, but is not limited to~~

*2 to replace
the purpose of
the Contribution*

~~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 Freedoms*;

~~"funded school year" means a school year that commences on July 1, 1995, July 1, 1996, July 1, 1997 or July 1, 1998;~~

fiscal year
"school year" means a period commencing on ~~July 1st~~ *April 1* and ending on the following ~~June 30th~~ *March 31*;

"term" means the period described in clause 3.1.

3. TERM

3.1 The term of this Agreement will, notwithstanding the actual date of execution and delivery of this Agreement, be deemed to commence on April 1, 1995 and will end on March 31, 1999.

4. CALCULATION OF AMOUNT OF CONTRIBUTION

the lesser of the Canada approved contributor and

4.1 Subject to Clause 4.3, 5.1 and 5.2, Canada agrees to provide financial assistance to British Columbia each Funded School Year that equals 50% of the Eligible Expenses expended ~~or to be expended~~ by British Columbia during that funded school year.

4.2 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.

4.3 Notwithstanding any other provision of this Special Agreement, the payment of money by Canada to British Columbia pursuant to this Special Agreement is subject to:

- ~~(a) there being sufficient moneys available in an appropriation as defined in the *Financial Administration Act*, to enable Canada in any fiscal year in the Term, when any payment of money by Canada to British Columbia falls due, to make payment, and~~

Clause nouvelle

Subject to the appropriation of funds by Parliament, to the maintenance of present and forecasted budget levels of the OLF Program and to the provisions of the present Sub-agreement, Canada agrees to contribute to BC an amount not to exceed

~~(b) Treasury Board, as defined by the Financial Administration Act, not having controlled or limited pursuant to the Financial Administration Act, expenditures under any appropriation referred to in subparagraph (a) of this Clause.~~

5. MINIMUM AMOUNT OF CANADA'S ANNUAL CONTRIBUTION

5.1 Subject to Clause 4.3, Canada and British Columbia agree that Canada will provide to British Columbia

(a) for the 1995-1996 School Year, financial assistance of not less than \$200,00.00,

(b) for the 1996/97 School Year, financial assistance of not less than \$3.2 million,

(c) for the 1997/98 School Year, financial assistance of not less than \$3.55 million, and

(d) for the 1998/99 School Year, financial assistance of not less than \$3.55 million.

Actual?

voir clause suivante

5.2 ~~Where the amount of the financial assistance provided by Canada for a Funded School Year exceeds 50% of the Eligible Expenses in that Funded School Year, Canada and British Columbia agree that British Columbia will hold the excess funds in trust and will only expend those funds in relation to education provided by Francophone Schools.~~

6. BRITISH COLUMBIA'S OBLIGATIONS

6.1 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 each Francophone Education Authority's operating expenses in a manner similar to the funding allocations established for public schools by British Columbia at the time the Francophone Education Authority is funded.

6.2 The financial assistance provided under this Special Agreement is over and above Canada's and British Columbia's regular contributions pursuant to an

* Remarque:

BC confirme par écrit qu'il donne la même somme que ce que les anglophones reçoivent. Est-ce une bonne approche de l'avoir par écrit?

Official Languages in Education Bilateral Agreement or any other similar agreement between Canada and British Columbia for French-language education.

7. **TIME AND AMOUNT OF PAYMENT OF INSTALLMENTS BY CANADA**

~~7.1 Canada will pay British Columbia the amount of financial assistance set out in Clause 5.1(a), on execution of this Special Agreement.~~

~~7.2 Subject to Clauses 8.1 to 8.4, Canada will pay to British Columbia for each funded school year referred to in clauses 5.1(b) to (d)~~

~~(a) 50% of the minimum amount required for that Funded School Year, not later than July 1st of that Funded School Year, and~~

~~(b) 50% of the minimum amount required for that Funded School Year, not later than January 31st of that School Year.~~

* Voir memo

~~**PROVISION OF B.C. BUDGET OF ELIGIBLE EXPENSES**~~

~~8.1 Subject to Clause 8.3, Canada is not required to pay British Columbia the amount of financial assistance required under Clause 7.2(a), in respect of a Funded School Year, unless British Columbia, by March 31st of the prior School Year, provides to Canada a preliminary budget of the projected Eligible Expenses for that Funded School Year.~~

~~8.2 Subject to Clause 8.3, Canada is not required to pay British Columbia the amount of financial assistance required under Clause 7.2(b) in respect of a Funded School Year, unless British Columbia, by January 31st of that Funded School Year provides to Canada a final budget of the Eligible Expenses for that Funded School Year.~~

~~8.3 Where British Columbia provides a budget described in Clause 8.1 or 8.2 after the date required by Clause 8.1 or 8.2, as the case may be, Canada will make a payment equal to the payment required under that Clause, within 60 days of the date Canada receives the budget.~~

~~8.4 The final budget provided under Clause 8.2 or 8.3 of this Special Agreement, must include~~

~~(a) a certified statement of Eligible Expenses that have been expended by British Columbia during that Funded School Year to the date of the budget, and~~

~~(b) a statement of the Eligible Expenses that British Columbia anticipates will be expended during the remaining~~

portion of that Funded School Year.

8.5 British Columbia will, as soon as practical, forward the ^{fiscal year} Francophone Education Authority's financial statement for a Funded School Year, on British Columbia's receipt of those statements from that Authority. ?

~~9. SURPLUS~~

~~9.1 British Columbia may expend any moneys provided to British Columbia under this Special Agreement, which remain unexpended on March 31st, 1999, on condition that those moneys are expended solely for Eligible Expenses.~~

10. MANAGEMENT

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

11. INFORMATION ON COSTS

11.1 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 contributions have been utilized for the purpose specified in this Special Agreement.

12. ACCOUNTS AND FINANCIAL STATEMENTS

12.1 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 that the auditors may require. 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).

12.2 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 that, on being informed that the results of such financial audit show that moneys provided to British Columbia remain unexpended, it will only expend those moneys in respect to Eligible Expenses.

Handwritten mark

any moneys which the audit may show to be then due and owing to Canada.

13. PUBLIC ACKNOWLEDGMENT

13.1 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.

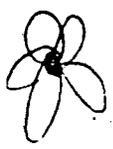
13.2 British Columbia also agrees to take all reasonable measures to have all recipients of Canada's support (e.g. Francophone Schools and Francophone Education Authority) agree to acknowledge, where appropriate, Canada's contribution in publicity pertaining to Francophone Schools governance programs and activities benefiting from Canada's support.

13.3 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.

14. LIMITATIONS OF THE SPECIAL AGREEMENT

14.1 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.

15. FUNDS



15.1 Funds provided by Canada under the present Special Agreement are in addition to funds otherwise payable pursuant to an Official Languages in Education Bilateral Agreement or any other agreement between Canada and British Columbia for French-language education.

même clause que 6.2

16. DURATION

16.1 Six months before the expiration of this Special Agreement, Canada and British Columbia may

- (a) collaborate pursuant to an Official Languages 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*,
- and
- (b) will meet to discuss the extension of this Special Agreement.

17. METHOD OF AMENDMENT

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

DELAY

18. 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.

law à la fois?

NOTICE

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

if to the Province:
Minister of Education
Parliament Buildings
Victoria, British Columbia
V8V 1X4

Attention: @NAME

and if to Canada

@NAME

@ADDRESS
@CITY, British Columbia /Ontario/
@POSTAL CODE

Attention: **@NAME**

RECEIPT

20. Any such notice, document, statement, report, demand or payment so 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.

CHANGE OF ADDRESSES

21. 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.

GOVERNING LAW

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

TIME

23. Time will be of the essence of this Agreement.

GENDER

24. In this 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.

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

26. Wherever in this 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 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.

HEADINGS

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

SEVERABILITY

28. If any provision of this Agreement or the application thereof to any person or circumstance is invalid or unenforceable to any extent, the remainder of this 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.

CURRENCY

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

WAIVER

30. 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.

SCHEDULES

4140-6-95 Middle school

FAX COVER SHEET

Ministry of Education
Legislation and Independent Education Department
5th floor, 620 Superior Street
Victoria, BC V8V 1X4

CONFIDENTIAL

Date:	Feb. 16/96	# of pages: (including this one)	13
To:	Hilare Lemoine Canadian Heritage		
Fax #:	(819) 950-9355	Phone#:	

From: Michelle Souilliere
(604) 356-7768 (phone)
(604) 953-4908 (fax)

SUBJECT: Special Agreement

MESSAGE:



Province of
British Columbia

Ministry of
Education

Parliament Buildings
Victoria
British Columbia
V8V 2M4
Telephone: (604) 356-0522
Fax: (604) 953-4908

LEGISLATION AND
INDEPENDENT EDUCATION

SENT BY FAX

February 16, 1996

Hilaire Lemoine
Director General
Official Languages Support Branch
Canadian Heritage
Hull, Quebec
K1A 0M5

Dear Hilaire Lemoine:

You will find attached the Ministry's counter-proposal to the draft special agreement that was provided to us by Paul-Emile LeBlanc at our December 14, 1995 meeting.

I am pleased with the progress of the negotiations to date and am confident that a satisfactory conclusion is imminent.

If you have any questions regarding the draft, please call me at 356-0522.

Yours truly,

Peter H. Owen
Executive Director

Enclosure

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

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;

AND 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;

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

I. 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 money expended or to be expended by British Columbia during a school year

- (a) for Francophone education,
- (b) for the establishment and operation of Francophone Schools,
- (c) to any Francophone Education Authority or any other Francophone School governance structure,

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

(d) 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

(e) Language Upgrading, which includes, but is not limited to the following:

- (i) Curriculum Development
- (ii) Assessment
- (iii) Evaluation and Examinations
- (iv) Mesures d'accueil

(f) Operating Costs Association with the Operation of the Francophone Education Authority, which includes, but is not limited to the following :

- (i) Support for small school settings
- (ii) Fixed costs of special needs students
- (iii) Administration costs of schools and authority
- (iv) Minimum Transportation - neighbourhood education

(g) 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

(h) Costs of Ensuring Francophone Students Have Access to Francophone Schools - 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 Freedoms*;

"funded school year" means a school year that commences on July 1, 1995, July 1, 1996, July 1, 1997 or July 1, 1998;

"school year" means a period commencing on July 1st and ending on the following June 30th;

"term" means the period described in clause 3.1.

3. TERM

3.1 The term of this Agreement will, notwithstanding the actual date of execution and delivery of this Agreement, be deemed to commence on April 1, 1995 and will end on March 31, 1999.

4. CALCULATION OF AMOUNT OF CONTRIBUTION

4.1 Subject to Clause 4.3, 5.1 and 5.2, Canada agrees to provide financial assistance to British Columbia each Funded School Year that equals 50% of the Eligible Expenses expended or to be expended by British Columbia during that funded school year.

4.2 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.

4.3 Notwithstanding any other provision of this Special Agreement, the payment of money by Canada to British Columbia pursuant to this Special Agreement is subject to:

- (a) there being sufficient moneys available in an appropriation, as defined in the *Financial Administration Act*, to enable Canada in any fiscal year in the Term, when any payment of money by Canada to British Columbia falls due, to make payment, and

- (b) Treasury Board, as defined by the *Financial Administration Act*, not having controlled or limited pursuant to the *Financial Administration Act*, expenditures under any appropriation referred to in subparagraph (a) of this Clause.

5. MINIMUM AMOUNT OF CANADA'S ANNUAL CONTRIBUTION

5.1 Subject to Clause 4.3, Canada and British Columbia agree that Canada will provide to British Columbia

(a) for the 1995-1996 School Year, financial assistance of not less than \$200,00.00,

(b) for the 1996/97 School Year, financial assistance of not less than \$3.2 million,

(c) for the 1997/98 School Year, financial assistance of not less than \$3.55 million, and

(d) for the 1998/99 School Year, financial assistance of not less than \$3.55 million.

5.2 Where the amount of the financial assistance provided by Canada for a Funded School Year exceeds 50 % of the Eligible Expenses in that Funded School Year, Canada and British Columbia agree that British Columbia will hold the excess funds in trust and will only expend those funds in relation to education provided by Francophone Schools.

6. BRITISH COLUMBIA'S OBLIGATIONS

6.1 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 each Francophone Education Authority's operating expenses in a manner similar to the funding allocations established for public schools by British Columbia at the time the Francophone Education Authority is funded.

6.2 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.

7. TIME AND AMOUNT OF PAYMENT OF INSTALLMENTS BY CANADA

7.1 Canada will pay British Columbia the amount of financial assistance set out in Clause 5.1(a), on execution of this Special Agreement.

7.2 Subject to Clauses 8.1 to 8.4, Canada will pay to British Columbia for each funded school year referred to in clause 5.1(b) to (d)

(a) 50% of the minimum amount required for that Funded School Year, not later than July 1st of that Funded School Year, and

(b) 50% of the minimum amount required for that Funded School Year, not later than January 31st of that School Year.

8. PROVISION OF B.C. BUDGET OF ELIGIBLE EXPENSES

8.1 Subject to Clause 8.3, Canada is not required to pay British Columbia the amount of financial assistance required under Clause 7.2(a), in respect of a Funded School Year, unless British Columbia, by March 31st of the prior School Year, provides to Canada a preliminary budget of the projected Eligible Expenses for that Funded School Year.

8.2 Subject to Clause 8.3, Canada is not required to pay British Columbia the amount of financial assistance required under Clause 7.2(b) in respect of a Funded School Year, unless British Columbia, by January 31st of that Funded School Year provides to Canada a final budget of the Eligible Expenses for that Funded School Year.

8.3 Where British Columbia provides a budget described in Clause 8.1 or 8.2 after the date required by Clause 8.1 or 8.2, as the case may be, Canada will make a payment equal to the payment required under that Clause, within 60 days of the date Canada receives the budget.

8.4 The final budget provided under Clause 8.2 or 8.3 of this Special Agreement, must include

- (a) a certified statement of Eligible Expenses that have been expended by British Columbia during that Funded School Year to the date of the budget, and
- (b) a statement of the Eligible Expenses that British Columbia anticipates will be expended during the remaining

portion of that Funded School Year.

8.5 British Columbia will, as soon as practical, forward the Francophone Education Authority's financial statement for a Funded School Year, on British Columbia's receipt of those statements from that Authority.

9. SURPLUS

9.1 British Columbia may expend any moneys provided to British Columbia under this Special Agreement, which remain unexpended on March 31st, 1999, on condition that those moneys are expended solely for Eligible Expenses.

10. MANAGEMENT

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

11. INFORMATION ON COSTS

11.1 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 contributions have been utilized for the purpose specified in this Special Agreement.

12. ACCOUNTS AND FINANCIAL STATEMENTS

12.1 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 that the auditors may require. 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).

12.2 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 that, on being informed that the results of such financial audit show that moneys provided to British Columbia remain unexpended, it will only expend those moneys in respect to Eligible Expenses.

13. PUBLIC ACKNOWLEDGMENT

13.1 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.

13.2 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.

13.3 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.

14. LIMITATIONS OF THE SPECIAL AGREEMENT

14.1 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.

15. FUNDS

15.1 Funds provided by Canada under the present Special Agreement are in addition to funds otherwise payable pursuant to an Official Languages in Education Bilateral Agreement or any other agreement between Canada and British Columbia for French-language education.

16. DURATION

16.1 Six months before the expiration of this Special Agreement, Canada and British Columbia may

- (a) collaborate pursuant to an Official Languages 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*,
- and
- (b) will meet to discuss the extension of this Special Agreement.

17. METHOD OF AMENDMENT

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

DELAY

18. 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.

NOTICE

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

if to the Province:
Minister of Education
Parliament Buildings
Victoria, British Columbia
V8V 1X4

Attention: @NAME

and if to Canada

@NAME

@ADDRESS
@CITY, British Columbia /Ontario/
@POSTAL-CODE

Attention: @NAME

RECEIPT

20. Any such notice, document, statement, report, demand or payment so 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.

CHANGE OF ADDRESSES

21. 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.

GOVERNING LAW

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

TIME

- 23 Time will be of the essence of this Agreement.

GENDER

- 24 In this 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.

25. Unless the context otherwise indicates any reference to "this Agreement" means this instrument and all of the Schedules attached to it and any reference to any paragraph or subparagraph by number is a reference to the appropriate paragraph or subparagraph in this Agreement.
26. Wherever in this 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 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.

HEADINGS

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

SEVERABILITY

28. If any provision of this Agreement or the application thereof to any person or circumstance is invalid or unenforceable to any extent, the remainder of this 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.

CURRENCY

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

WAIVER

30. 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.

SCHEDULES

4140-6-95 Michèle
pour in/ajout
e/closure

Le 15 février 1996

037

Course contre la montre:

Les francophones de la Colombie-Britannique n'ont que sept mois devant eux pour donner vie à leur conseil scolaire.

Ottawa (APF): Les francophones de la Colombie-Britannique entreprennent ces jours-ci une véritable course contre la montre. Objectif: donner vie au mois de septembre prochain à une structure scolaire francophone imposée par le gouvernement provincial, dont ils n'ont jamais voulu sous sa forme actuelle. Délai: sept petits mois!

Le gouvernement de l'ex-premier ministre néo-démocrate Mike Harcourt a donné le signal du départ en plein mois de juillet l'année dernière en annonçant, à la surprise générale, la création d'une Autorité scolaire francophone. Cette <<création hybride>> pour reprendre les mots de son président Vincent Pigeon, a moins de pouvoirs que les autres conseils scolaires anglophones de la province et ne dessert que le sud-ouest de la province, c'est-à-dire la vallée Fraser, la région métropolitaine de Vancouver et le sud de l'île de Vancouver, y compris la région de Victoria.

<<Le gouvernement nous a imposé un conseil scolaire. Ce n'est pas ce qu'on voulait>> explique Vincent Pigeon, le président du conseil scolaire francophone. Selon lui, il ne fait aucun doute que le gouvernement provincial a agi avec rapidité, dans le but de se débarrasser de la poursuite judiciaire que l'Association des parents francophones de la Colombie-Britannique a intenté dans le but d'obtenir la gestion et le contrôle des écoles francophones: <<C'est une patate chaude. Ils sont pris avec ça.>> Pas de chance pour le gouvernement, puisque les parents ont décidé de maintenir la pression et de continuer la lutte devant les tribunaux.

Après des années et des années d'hésitations, de discussions et de négociations avec les parents, le gouvernement a semble-t-il décidé de mettre toute la gomme avant les élections qui auront lieu d'ici l'automne. Il a adopté en novembre un arrêté en conseil annonçant la création d'une <<Autorité scolaire francophone>>, nommé les membres du conseil d'administration en décembre et procédé à leur assermentation en janvier. Les parents n'ont d'autre choix que d'embarquer dans le train en marche, puisque le gouvernement a décidé d'aller jusqu'au bout, avec ou sans eux.

La tâche est tout simplement colossale. Les cinq membres du conseil d'administration devront d'ici le mois de septembre, avec l'aide d'un expert-conseil: procéder à l'embauche d'un directeur général, formuler les politiques et directives du nouveau conseil scolaire, louer des locaux adéquats (le conseil n'a pas le droit d'être propriétaire), préparer un budget d'opération et négocier avec les syndicats et les différents commissions scolaires anglophones pour s'assurer d'une transition administrative en douceur.

-2-

037

Le nouveau conseil scolaire francophone ne desservira que 60 pour cent de la clientèle francophone, qui est estimée à 1600 élèves. Néanmoins, M. Pigeon dit qu'il s'agit d'un grand pas en avant, et qu'il n'était pas question de refuser cette offre: <<C'est pas ce qu'on voulait, mais c'est beaucoup mieux que ce qu'on avait.>>

-30-

Michelle
pour information
et classe

AC

Proge.

4140-6-95

037

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Minister
of Canadian Heritage



Ministre
du Patrimoine canadien

Hull, Canada K1A 0M5

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-30-

Minister
of Canadian Heritage



Ministre
du Patrimoine canadien

Hull, Canada K1A 0M5

Canada



Department of Justice / Ministère de la Justice
 Canada / Canada

4140-6-95

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Fax # / No du télécopieur:	Tel. No. / No du Tél:	Fax # / No du télécopieur:	Tel. No. / No du Tél:
953-9353	994-0943	952-4137	941-4037
Comments / Commentaires: <div style="text-align: center; font-family: cursive; font-size: 1.2em;"> D. Gauthier / D. Gauthier Michèle pour info & classement </div>			
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COLO CLO
JAN 25 1996
LEGAL SERVICES
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BRITANNIQUES

CONSEIL SCOLAIRE FRANCOPHONE DE LA COLOMBIE-BRITANNIQUE

COMMUNIQUE DE PRESSE

Pour diffusion immédiate

«UN MOMENT HISTORIQUE POUR LA COMMUNAUTE FRANCOPHONE»

Vancouver, le 23 janvier 1996 - Vendredi le 19 janvier à 19 h, une page d'histoire a été écrite pour la communauté francophone de Colombie-Britannique. En effet, au cours d'une cérémonie officielle à laquelle assistaient des représentants des comités de parents et des associations francophones, le juge Raymond Paris de la Cour suprême de la Colombie-Britannique a procédé à l'assermentation des premiers conseillers du Conseil scolaire francophone de la C-B., soit :

- ▶ Martine Galbois Barss, de la région Grand Vancouver
- ▶ Nicole Hennessey, de la région Île Vancouver Nord
- ▶ Louise Côté Madill, de la région Nord de la province-Okanagan-Columbia
- ▶ Marc-André Ouellette, de la région Île Vancouver Sud
- ▶ Vincent Pigeon, de la région Grand Vancouver

Les cinq conseillers avaient été nommés par Arrêté en Conseil, le 14 décembre dernier, pour une période maximale de quinze (15) mois. Cette nomination faisait suite à l'adoption par le cabinet provincial, le 2 novembre 1995, d'une réglementation qui créait le premier conseil scolaire francophone en Colombie-Britannique.

Les conseillers auront comme principale tâche la mise en place de la structure du nouveau Conseil scolaire, en vue de la prise en charge du système d'éducation francophone dans la région s'étendant de Chilliwack jusqu'au Victoria métropolitain, et ce dès septembre 1996.

Suite à la cérémonie d'assermentation, les conseillers se sont mis immédiatement au travail. Une rencontre d'orientation avec le ministère de l'Éducation a été suivie d'une session de planification stratégique au cours de laquelle les conseillers ont adopté une vision ainsi qu'une mission qui se lisent comme suit :

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.

JAN 26 '96 09:13 FR HRLS/SDP
01/23/96 17:56 61 604 736 1234613 952 4137 TO 9539353
A P P U BP.03/03
0000000**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.

«Il est important que la vision et la mission du Conseil scolaire francophone reflètent bien ses particularités, notamment en ce qui a trait à la langue et la culture» a déclaré Vincent Pigeon, élu président du Conseil scolaire francophone lors de la rencontre de la fin de semaine. Marc-André Ouellette, de Victoria, a été élu vice-président.

Au cours de la fin de semaine, les conseillers ont également entamé un processus pour l'embauche d'un consultant. «Le consultant nous guidera dans le début de nos opérations. Il nous aidera entre autres, à sélectionner le directeur général du Conseil scolaire» a précisé le président.

Monsieur Pigeon a terminé en affirmant qu'il était très fier de faire partie du premier conseil scolaire francophone de la Colombie-Britannique. «Soit à notre fin de semaine de travail, je peux vous assurer que les membres du Conseil forment une équipe extrêmement compétente et dynamique qui travaillera avec persistance en vue d'offrir aux enfants francophones une éducation de qualité qui réponde à leurs besoins spécifiques, notamment aux niveaux culturel et linguistique».

- 30 -

Information : Marc Gignac
(604) 736-5030

** TOTAL PAGE.005 **

** TOTAL PAGE.003 **

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4140-6-95

AL

Merci

Document disclosed under the Access to Information Act
Document divulgué en vertu de la Loi sur l'accès à l'information
→→→ HOCKMAN LISE @003/004

Michelle Lise
Thierry

CONSEIL SCOLAIRE FRANCOPHONE DE LA COLOMBIE-BRITANNIQUE**COMMUNIQUÉ DE PRESSE****Pour diffusion immédiate****«UN MOMENT HISTORIQUE POUR LA COMMUNAUTÉ FRANCOPHONE»**

Vancouver, le 23 janvier 1996 - Vendredi le 19 janvier à 19 h, une page d'histoire a été écrite pour la communauté francophone de Colombie-Britannique. En effet, au cours d'une cérémonie officielle à laquelle assistaient des représentants des comités de parents et des associations francophones, le juge Raymond Paris de la Cour suprême de la Colombie-Britannique a procédé à l'assermentation des premiers conseillers du Conseil scolaire francophone de la C-B., soit :

- ▶ Martine Galibois Barss, de la région Grand Vancouver
- ▶ Nicole Hennessey, de la région Île Vancouver Nord
- ▶ Louise Côté Madill, de la région Nord de la province-Okanagan-Columbia
- ▶ Marc-André Ouellette, de la région Île Vancouver Sud
- ▶ Vincent Pigeon, de la région Grand Vancouver

Les cinq conseillers avaient été nommés par Arrêté en Conseil, le 14 décembre dernier, pour une période maximale de quinze (15) mois. Cette nomination faisait suite à l'adoption par le cabinet provincial, le 2 novembre 1995, d'une réglementation qui créait le premier conseil scolaire francophone en Colombie-Britannique.

Les conseillers auront comme principale tâche la mise en place de la structure du nouveau Conseil scolaire, en vue de la prise en charge du système d'éducation francophone dans la région s'étendant de Chilliwack jusqu'au Victoria métropolitain, et ce dès septembre 1996.

Suite à la cérémonie d'assermentation, les conseillers se sont mis immédiatement au travail. Une rencontre d'orientation avec le ministère de l'Éducation a été suivie d'une session de planification stratégique au cours de laquelle les conseillers ont adopté une vision ainsi qu'une mission qui se lisent comme suit :

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.

Pour info de Paul Emile



Multiculturalisme et
Citoyenneté Canada

Multiculturalism and
Citizenship Canada

Ottawa K1A 1K5

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.

«Il est important que la vision et la mission du Conseil scolaire francophone reflètent bien ses particularités, notamment en ce qui a trait à la langue et la culture» a déclaré Vincent Pigeon, élu président du Conseil scolaire francophone lors de la rencontre de la fin de semaine. Marc-André Ouellette, de Victoria, a été élu vice-président.

Au cours de la fin de semaine, les conseillers ont également entamé un processus pour l'embauche d'un consultant. «Le consultant nous guidera dans le début de nos opérations. Il nous aidera entre autres, à sélectionner le directeur général du Conseil scolaire» a précisé le président.

Monsieur Pigeon a terminé en affirmant qu'il était très fier de faire partie du premier conseil scolaire francophone de la Colombie-Britannique. « Suite à notre fin de semaine de travail, je peux vous assurer que les membres du Conseil forment une équipe extrêmement compétente et dynamique qui travaillera avec persistance en vue d'offrir aux enfants francophones une éducation de qualité qui réponde à leurs besoins spécifiques, notamment aux niveaux culturel et linguistique».

- 30 -

Information : Marc Gignac
(604) 736-5030



Multiculturalisme et
Citoyenneté Canada

Multiculturalism and
Citizenship Canada

Ottawa K1A 1K5



Canada

*FRANCOPHONE EDUCATION AUTHORITY***PRESS RELEASE****Immediate release****"AN HISTORICAL MOMENT FOR THE FRANCOPHONE COMMUNITY"**

Vancouver, January 23, 1996 - In the history of the BC Francophone Community, Friday, January 19, 1996, will be a memorable day. Representatives of Parents Committees and Francophone Associations attended a ceremony where the first directors of the Francophone Education Authority were sworn in by Justice Raymond Paris of the Supreme Court of British Columbia.

The directors are as follows:

- ▶ Martine Galibois Barss, from the Greater Vancouver Ward
- ▶ Nicole Hennessey, from the Vancouver Island North Ward
- ▶ Louise Côté Madill, from the Okanagan - Columbia - Northern BC Ward
- ▶ Marc-André Ouellette, from the Vancouver Island South Ward
- ▶ Vincent Pigeon, from the Greater Vancouver Ward

The five directors were appointed by Order in Council, December 14, 1995, for a maximum period of fifteen (15) months. The appointment followed the adoption on November 2, of a regulation creating the first Francophone Education Authority in British Columbia.

The main task of the directors will be to implement the Education Authority structure, to be able to assume the full responsibility for the Francophone Education System in the area included between Chilliwack and Greater Victoria.

Following the swearing in, the directors participated in an orientation meeting with the Ministry of Education followed by a Strategy Planning session where they adopted vision and mission statements as follows :

VISION

Francophones of British Columbia receive an education in French recognized for its excellence and its contribution to the fulfilment of Francophone culture.

MISSION

The Francophone Education Authority commits itself to offer education services which value the full development and the cultural identity of Francophone learners in the province.



Multiculturalisme et
Citoyenneté Canada

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Citizenship Canada

Ottawa K1A 1K5



Canada

"It is important that the vision and mission statements reflect the uniqueness of the Francophone Education Authority, especially regarding the cultural and language aspects", stated Vincent Pigeon, elected President of the Francophone Education Authority. Marc-André Ouellette, from Victoria, was elected Vice-President.

During the week-end, the directors also initiated a process to hire a consultant. **"The consultant will guide us during the start-up phase of our operations. He will help us, amongst other, to select the Chief Executive Officer of the Authority"** specified the President.

Vincent Pigeon stated that he was very proud to be part of the first Board of directors of the Francophone Education Authority. **"Following our working session, I can assure you that the members of the Board form an extremely competent and dynamic team, that will work constantly to offer to Francophone children an education of quality that respects their specific needs, more particularly regarding the language and cultural aspects".**

- 30 -

Source: Marc Gignac
(604) 736-5030

FEED FAX THIS END

FAX	
To:	FEDERAL GOVERNMENT
Dept.:	_____
Fax No.:	_____
No. of Pages:	4
From:	_____
Date:	23/01/96
Company:	_____
Fax No.:	_____
Comments:	_____
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Citoyenneté Canada

Multiculturalism and
Citizenship Canada

Ottawa K1A 1K5



Canada

Author: Ginette Montreuil at VANCOUVER
Date: 96-01-22 14:27
Priority: Normal
TO: Michele Blais-Chauvin at JLS7-HULL
TO: Roger Farley at JLS7-HULL
CC: Paul-Émile Leblanc at JLS7-HULL
CC: Bob Robertson
CC: Ginette Montreuil
Subject: School trustees - commissaires d'école'

96.2.1
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----- Message Contents -----

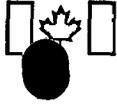
Bonjour,

Les cinq (5) directeurs de la nouvelle commission scolaire francophone (Francohone Education Authority) de Colombie-Britannique ont été assermentés vendredi le 19 janvier.

M. Vincent Pigeon a été élu président du conseil d'administration et le conseil a tout de suite procédé à une première session de travail les 20 et 21 janvier.

Le conseil a discuté de sa mission et de son rôle. Il est à la recherche d'un directeur général qui prendra en main les tâches les plus urgentes pour la mise en oeuvre de la commission scolaire dès septembre 1996. Le concours pour le poste de DG sera national.

Ginette



Patrimoine canadien Canadian Heritage

Sous-ministre Deputy Minister

Hull (Québec)
K1A 0M5

Hull, Quebec
K1A 0M5

4140-6-95

CONFIDENTIEL

le 21 décembre 1995

NOTE À L'INTENTION DE L'HONORABLE MICHEL DUPUY

GESTION SCOLAIRE EN COLOMBIE-BRITANNIQUE

Pour signature

RÉSUMÉ

- Vos collaborateurs ont rencontré les représentants du ministère de l'Éducation à Victoria le 14 décembre dernier pour discuter de la participation financière du gouvernement fédéral à la mise en place de la nouvelle Autorité scolaire, créée en juillet dernier.
- Cette rencontre a été très positive et bien que certains points soient encore à régler, nous croyons qu'une entente pourrait être signée en janvier ou février.
- Nous vous suggérons d'écrire au ministre de l'Éducation de la province afin de réitérer votre volonté d'en arriver rapidement à une entente afin de permettre à la nouvelle Autorité scolaire d'être opérationnelle dès septembre 1996.

Contexte

- Une rencontre a eu lieu, le 14 décembre dernier, entre vos collaborateurs et les représentants du ministère de l'Éducation de la Colombie-Britannique afin de poursuivre les discussions entamées l'été dernier. Cette rencontre a été très positive.
- Certains points tels l'immobilisation, le transport scolaire et la création d'un mécanisme pour la résolution de conflits restent encore à discuter mais nous croyons qu'il existe une réelle volonté de la part du gouvernement provincial de trouver une solution acceptable pour les deux parties, afin de finaliser rapidement une entente avec le Ministère.

.../2

Considérations

- ° En août dernier, vous aviez écrit au ministre de l'Éducation de la Colombie-Britannique à la suite de l'annonce faite par son ministère concernant la création d'une Autorité scolaire francophone (lettre ci-jointe).
- ° Étant donné les progrès accomplis dans nos dernières discussions avec les représentants de la province, et la nécessité pour toutes les parties d'en venir rapidement à une entente, nous croyons qu'il est maintenant opportun que vous écriviez de nouveau au ministre de l'Éducation.
- ° Nous croyons qu'il est primordial de maintenir le momentum dans ce dossier.

Recommandation

- ° Si vous êtes d'accord avec cette stratégie, nous vous recommandons de signer la lettre ci-jointe au ministre de l'Éducation, M. Art Charbonneau.
- ° Vous noterez que l'honorable David Anderson et la députée Hedy Fry recevront copie de votre lettre à M. Charbonneau; ils s'intéressent aux dossiers reliés à la communauté francophone de la Colombie-Britannique et peuvent user de leur influence pour en favoriser l'évolution.


Suzanne Hurtubise

Préparé par :

Michèle Blais-Chauvin, Programmes d'appui aux langues officielles, 994-3802

Roger Collet, Citoyenneté et Programme d'identité canadienne, 994-2164

Orest Kruhlak, Colombie-Britannique et Yukon, (604) 666-2060

Minister
of Canadian Heritage



Ministre
du Patrimoine canadien

Hull, Canada K1A 0M5

DEC 22 1995

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

Dear Mr. Charbonneau:

I am writing to you at this time concerning the conclusion of an agreement on establishing a Francophone Education Authority for British Columbia.

The adoption of regulations in the fall and the recent nomination of the members of the board of directors represent important steps towards the implementation of a Francophone education management system.

I have been informed that lawyers representing all interested parties held a meeting in early December to discuss various legal issues and that the meeting was useful. Our officials also had a very productive meeting last week regarding the financial participation of the federal government in this project. I hope that the negotiations will take into consideration the requirements of complying with Section 23 of the Canadian Charter of Rights and Freedoms. I understand that it is the wish of your government that this agreement be concluded at the earliest possible time to allow for a rapid and orderly transition from the present system to the new Authority.

As soon as our officials have finalized their discussions, I will be pleased to meet with you to sign the agreement. This agreement will serve to demonstrate the commitment of both governments to the development of the Francophone community in your province in the vital area of education.

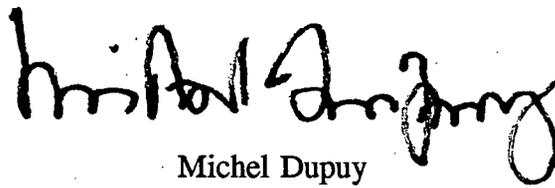
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Canada

-2-

I am looking forward to receiving the signed *Provisional Arrangements for Minority-Language Education and Second-Language Instruction for 1995-96*, sent to you on July 20, and your government's revised proposal for projects and development activities for 1995-96 under the Official Languages in Education Program.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Michel Dupuy". The signature is written in a cursive, somewhat stylized font.

Michel Dupuy

c.c.: The Honourable David Anderson, P.C., M.P.
Dr. Hedy Fry, M.P.

Minister
of Canadian Heritage



Ministre
du Patrimoine canadien

Hull, Canada K1A 0M5

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

AUG 14 1995
AOUT

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



4140-6-95

Merci
Roger

TO: Hilarie Lemarie / Roger Farley

ATTN: _____
FAX #: (819) 953-9353

DATE: 14. 12.95

REPLY TO: _____
FAX#: (604) 689-4426

OF PAGES INCLUDING COVER: 5

MESSAGE: RE: Bonjour Hilarie et Roger!

Très bonne rencontre avec
la province. Voici mes notes.
On s'en parle lundi. Espérons que c'est
salutations

Paul-Louis

95-12-26
Michelle
Open information
of case
Roger

①

Rencontre avec le premier de la C.B.

Reunion sur la question scolaire

le 14 décembre 1995

Participants:

Luc Lalonde - Sous-ministre adjoint, Education

Robert Owen -

Jean Gagnon -

Michelle Soublière

Raymond Ouellet

Ministère de l'Éducation

• Bob Robertson

• James Jones

• P.-E. Lalonde

Points saillants

• Très bonne rencontre, approche constructive

• Pierre Parentel engagé, voudrait signer une entente en janvier

• Points principaux à retenir:

• Différend sur l'école vs propriété

• Devons trouver formulation acceptable

• Aux deux parties. Position de P.C.

③

"Avons indiqué mes suggestions sur
coûts de transport (4,5 \$ en tout);
avons à re-discuter dans le
cas de la ventilation qu'elle nous
soumettra.

- Province ne souhaite pas financer l'association
des parts initialement dans l'entente;
vérifier que ses décisions d'aider ou
non l'association soit faite par
l'autorité scolaire, avons indiqué notre accord.
- Avons rappelé à Palua l'importance
de signer les Mesures provisoires
LOE; se fera instantanément selon lui.

Prochaines étapes:

- Attendre commentaires de Owen sur
le fait de l'entente; l'avons revu
ensemble rapidement - elle pose peu
de problème

- Province produira ventilation
sur 4 ans pour discussion avec nous

- Les deux parties s'entendent pour
trouver moyen créatif de
régler différend sur la location; travaillons
les deux pour familles q'chaque



est que l'entité ne peut pas couvrir le financement par la location

Enveloppe financière: pour ce NA semble sur 4 ans, mais revendra avec proposition. Nous insistons que notre enveloppe est 10,5, plus précis possible sur financement prévu dans LOE 225

Nous indiqués q une certaine flexibilité dans la rentabilité pluriannuelle; plus de fonds à la fin de l'entente, plutôt qu'au début.

Tous deux parties sont d'accord de viser mise en œuvre dès septembre '96, plutôt que d'attendre à '97. Transition possible: mise en œuvre en '96 dès à partir des 3/4 d'actes occupés présentement par la municipalité

Pour un accord avec nous pour un financement à 50%/50% (et non 60%/40%)

(4)

Avons convenu de nous revoir
au plus tôt qui possible en janvier
pour approcher entente finale

Provincie doit aller à son conseil
du 1er mars, mais prévient que cela
se fera rapidement



Province of
British Columbia

Ministry of
Education

Parliament Buildings
Victoria
British Columbia
V8V 2M4
Telephone: (604) 356-0522
Fax: (604) 953-4908

LEGISLATION AND
INDEPENDENT EDUCATION

December 7, 1995

Previously Sent by Facsimile

Mr. Hilaire Lemoine
Director General
Official Languages Support Branch
Canadian Heritage
Hull, Quebec
K1A 0M5

Dear Mr. Lemoine:

In your letter of October 19, 1995, you requested clarification of the Ministry of Education's budget proposal regarding the establishment of a Francophone Education Authority. To address your questions, I am pleased to provide you with the enclosed detailed information regarding the areas of: Start-Up Costs, Language Upgrading and Additional Operating Costs, as outlined in the proposed budget for 1995-1999, which is also attached for your reference.

I trust that this information will be satisfactory. Should you require additional material or have further questions, do not hesitate to contact me.

Yours truly,

Peter H. Owen
Executive Director

Enclosure

**BRITISH COLUMBIA
 FRANCOPHONE EDUCATION AUTHORITY**

GOVERNANCE AND OPERATING COST

(In millions)	95/96	96/97	97/98	98/99	Total
Start up governance costs					
Meeting with parents					
Communications					
Start up administration					
Negotiations with Boards					
Travel	0.40	1.00	1.60	1.60	4.60
Language Upgrading					
Curriculum Development					
Assessment					
Evaluation and Examinations					
Mesures d'accueil		0.60	0.60	0.70	1.90
Additional Operating Costs					
Support for small school settings					
Fixed cost of special needs students					
Administration of schools and authority					
Minimum Transportation-neighbourhood education		3.50	3.50	3.50	10.50
Total without Leasehold and additional Transportation	\$0.40	\$5.10	\$5.70	\$5.80	\$17.00
Additional Leasehold if Private Sector 10 sq. mtrs per student		3.00	3.00	3.00	9.00
Additional Transportation if students are bused to central school locations		1.00	1.00	1.00	3.00
Grand Total (without Captial Program)	\$0.40	\$9.10	\$9.70	\$9.80	\$29.00

Notes:

- These costs are in addition to the regular program cadre support provided by both the Federal and Provincial Governments for these students
- Support of the ongoing costs after 1998/99 will be negotiated.
- Outcomes of litigation may increase these costs

BUDGET PROPOSAL

British Columbia Francophone Education Authority

Start up governance costs

1995/96 will be the planning year for the Authority. There will be additional costs associated with the establishment of the governance for the authority and the establishment of the Authority infrastructure. Once the Authority is in operation there will be costs over and above school boards pertaining to meetings of the board, communication with parents, establishing contact with the rest of the province, continued negotiation with school boards for space and possible sharing of services.

1.

1995/96

Meetings with parents, establishment of the interim board of directors, hiring of CEO, hiring a contractor to assist the board to implement the FEA for Sept., 1996, negotiations and contractual agreements with school districts for space, establishing policies and procedures, gathering information on students, establishing staffing for start-up Sept. 1996

3 mo. Salary and Benefits for CEO and clerical support	\$60,000
Contractor to assist the Board.....	60,000
Establishment of interim board and meeting costs.....	100,000
Communications and meetings with parents by the board and a contract with Parents' Association to provide regional meetings with parents	150,000
Establishment of an authority administration office, including leasing equipment, computer costs, office supplies, postage, courier, legal, printing costs.....	30,000
Total costs 1995/96	\$400,000

1996/97 to 1998/99

Ongoing additional costs of governance as board members are representing a large geographic area, travelling to board meetings and retaining effective communication. Costs will also be incurred in the liaison with parents and school districts in other parts of the province with program cadre programs.

Telephone and fax costs for board members, printing, postage, courier, parent meetings, visiting school sites, election costs, legal and negotiation costs with existing school boards and new staff hiring including contract negotiation if applicable. Hiring contractor to support implementation. Establishing computer systems for public education budgeting, accounting, and data collection.

1996/97.....	\$1.0 million
1997/98.....	1.6 million
1998/99.....	1.6 million

2. Language Upgrading

These language upgrading costs are in addition to those supported under the Official Languages in Education Program. These are the additional costs associated with supporting a separate authority.

Additional Printing.....	\$125,000
Additional Examination sittings.....	100,000
Mesures d'accueil for 30% to 40% of the Kindergarten to grade 4 students at the same amount as the Province currently funds for ESL (393 FTE times \$955)	375,000
Total.....	\$600,000

In 1998/99 it is expected that the student numbers requiring mesures d'accueil support will increase costs by \$100,000.

3. Additional Operating Costs

The additional costs for operating have been calculated using the funding allocation system for calculating grants for the 75 school boards. The additional costs are calculated by removing the students from their existing schools/districts and creating a new jurisdiction within the funding model. Therefore, these are the net cost after funding in the existing school districts.

Funding for school districts is allocated in four areas:

1. General Operating grants, including:
 - Core Grants
 - Specific District Grants
2. Targeted grants
3. Capital Support Grants
4. Developmental Grants

General Operating Grants

Core Grants

The core grants accounts for the majority of every district's funding. The core grant allocates a standard amount of money per student, per school and per district. Core grants provide funds for essential education programs such as:

- libraries
- counselling services
- student supervision
- computers and software
- classroom supplies
- baseline teacher salaries

Based on the core amount, every student, school and school district is treated equally with the same amount per student per school district.

For the Francophone education authority there is an additional amount needed for the per district and per school amounts.....\$167,000

Specific District Grants

These grants recognize the differences in costs faced by districts to deliver the same level of service to students. Transportation costs, for example are higher in some parts of the province.

For the Francophone Authority there are additional geographic factors as the area covered will be large and separated by water and additional transportation services will be required to transport to the new school locations. Also the opening of additional school locations will require operating and maintenance costs for the buildings including custodial services.

Geographic factors.....	\$200,000
Transportation.....	1,570,000
Operations and Maintenance.....	906,000

Targeted Grants

These grants are funds that districts must spend in specific areas, special education programs, aboriginal education programs, administration and learning resources. Funds are targeted when government wishes to monitor the services provided and the level of funding required to provide those services.

For the Francophone Authority there are additional overhead funding for the special education programs to allow a base level of service.....\$350,000
and for administration base level of support307,000

Total Additional Operating Costs per year.....\$2,500,000

4. Additional Lease costs if leasing from private sector

The average school space is about 12 square meters per students. For 1510 students this would be 18,500 square meters of space. Lease space in the lower mainland of British Columbia averages around \$162.00 per square meter. This will total \$3,000,000 per annum.

5. Additional Transportation Costs

Should the education authority decide to transport students to central school locations, there would be additional student transportation costs. This has been estimated at \$1.0 million per annum.

Funding And Budgets

The Francophone Education Authority will be funded for operating costs in the same manner as school boards and will be expected to budget in the same format as school boards and prepare balanced budgets.

4140-6-95

MINISTÈRE DE LA JUSTICE
SERVICES SPÉCIALISÉS DE CONSULTATION JURIDIQUE
SECTION DES DROITS DE LA PERSONNE

FAX: (613) 952-4137

Date: Le 1er décembre 1995

VEUILLEZ LIVRER LES PAGES SUIVANTES A:

Nom: Hilaire Lemoine

Endroit: Patrimoine canadien

Fax #: 953-9353

Tel. #: 994-0943

De: Michel Francoeur

95.10.4
copie à Posen
et me remettre stp
Michelle
offre très intéressante
qu reprend les inquiétudes
que nous avons concernant le
financement de la nouvelle Antenne.
PE
Reg..

Nous transmettons 5 page(s) (incluant cette page) d'un télécopieur automatique (Ricoh Fax 75). Si vous n'avez pas reçu toutes les pages, veuillez contacter la soussignée au (613) 957-4935.

Lucie Berthel

Message: Tel que convenu.

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CANADA

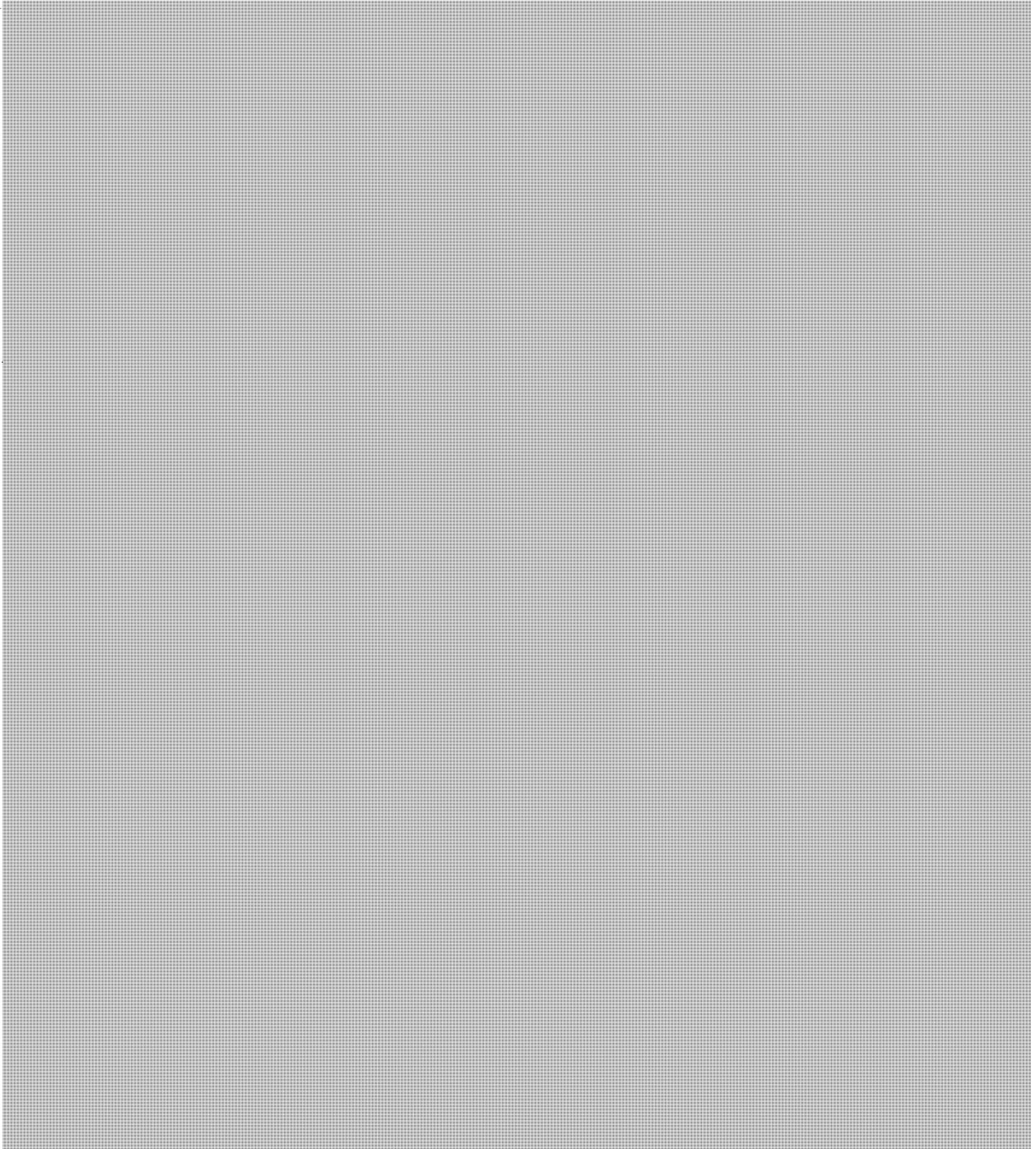
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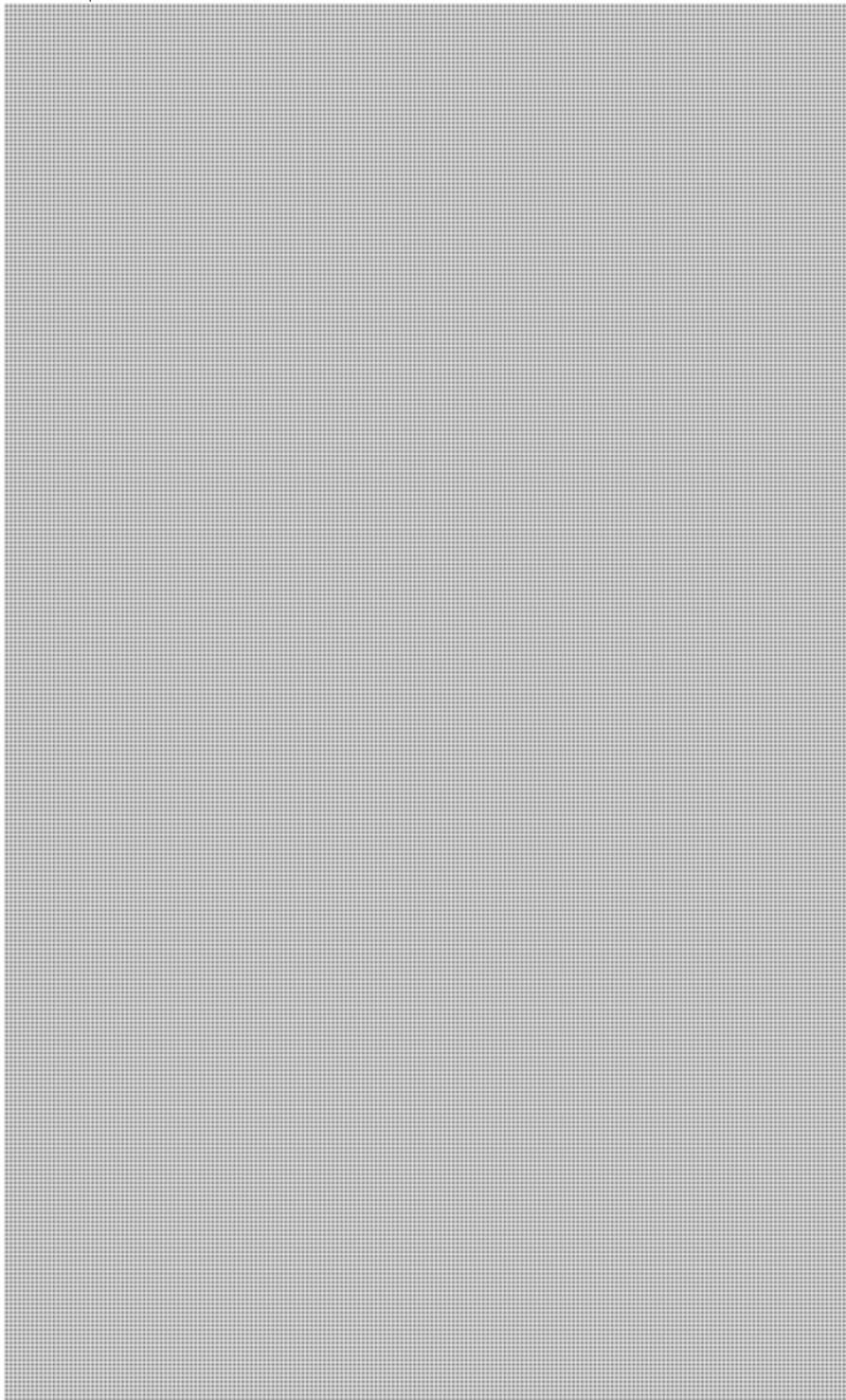
The Honourable Allan Rock
Minister of Justice and
Attorney General of Canada
Justice Building
239 Wellington Street
Ottawa, Ontario
K1A 0H8

My Dear Minister:





- 3 -



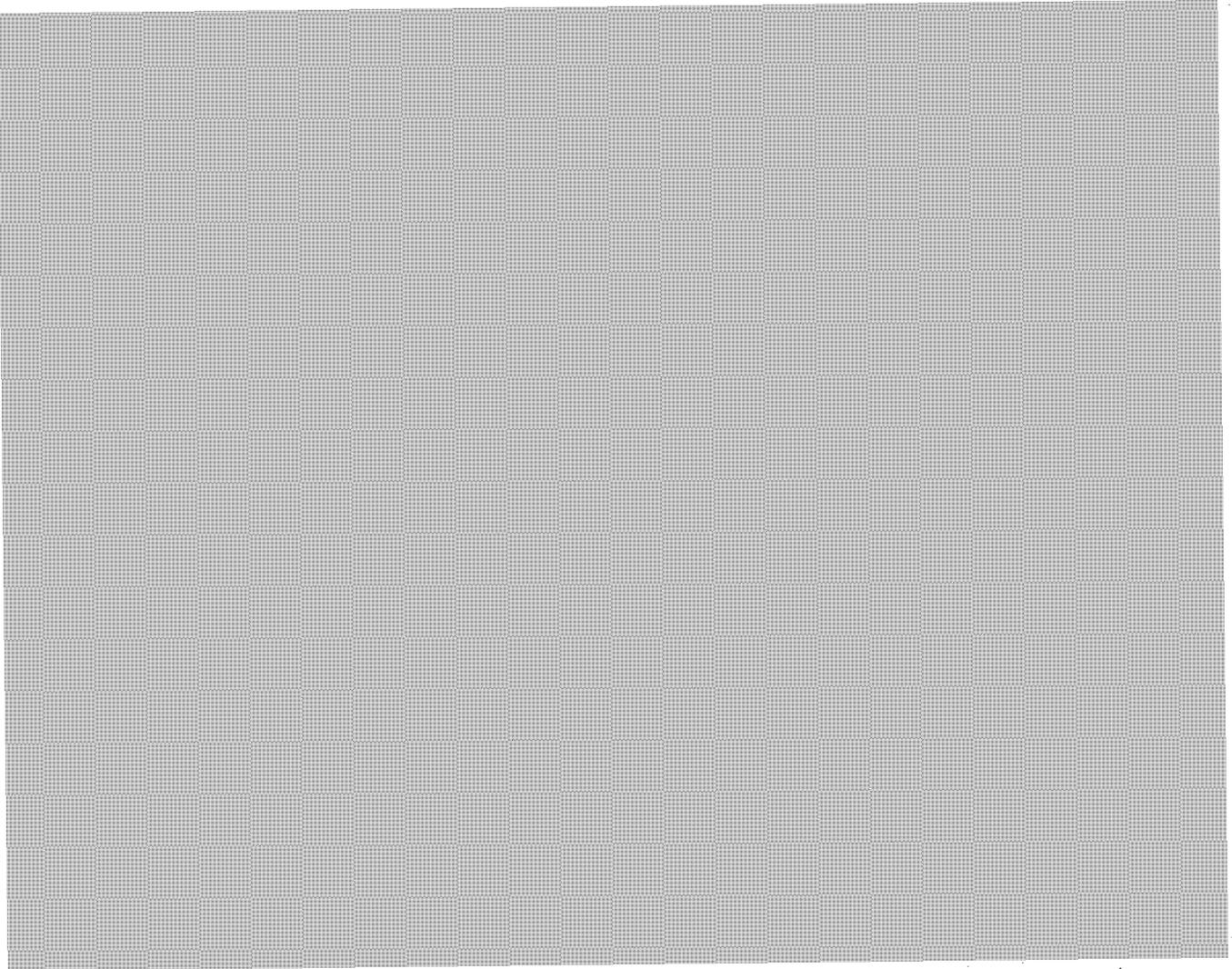
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613 952 4137 TO 9539353

P.05/05

- 4 -



Yours sincerely,


Victor C. Goldbloom

c.c.: The Honourable Michel Dupuy, P.C., M.P.

s.23

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** TOTAL PAGE.005 ** 001494

4140-6-95

MINISTÈRE DE LA JUSTICE
SERVICES SPÉCIALISÉS DE CONSULTATION JURIDIQUE
SECTION DES DROITS DE LA PERSONNE
GROUPE DU DROIT DES LANGUES OFFICIELLES

FAX: (613) 952-4137

*Michelle 95.10.4
pour information
et closer*

Date: 30 novembre 1995

VEUILLEZ LIVRER LES PAGES SUIVANTES A:

**Nom: Beverly Wilton 990-5500
Hilaire Lemoine 953-9353**

De: Michel Francoeur

Pa

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Christine Lasalle

Message: Pour votre information

- L'original vous sera transmis par courrier
- L'original vous sera transmis par porteur
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*copie à Pa
et me remettre
Sg*

DRAFT PROPOSED AGENDA**Meeting between the Representatives of the Government of B.C.,
Representatives of L'Association des Association des parent
francophones de la Colombie-Britannique, and Representatives
of the Intervenors - December 5th, 1995****Background**

We have met with our clients, and in response to the government's enactment of the Francophone Education Regulations (the "Regulations"), have, with the consent of all the parties and the intervenors, agreed to stand down the Rule 18A application originally scheduled in this matter for December 4-7, 1995. It is our clients' position, and in particular the position of Martine Galibois-Barss, president of L'Association des Association des parent francophones de la Colombie-Britannique, that a meeting with government representatives to discuss the implementation and operation of the Regulations would be helpful in determining whether an eventual Rule 18A application will still be necessary. In light of this conclusion, we have suggested a meeting among the plaintiffs, the intervenors, and provincial government representatives to address our clients' concerns regarding the implementation, operation and ultimately the constitutionality of the Regulations. The Regulations are undoubtedly a large advance on the status quo. Depending on the Province's intentions in the implementation phase, there may, or may not be, a further need to pursue the litigation.

The purpose of the meeting will be to address several types of concerns and to attempt to obtain written commitments from the Province with respect to them. The first is the time lines. The Authority has been given the entire responsibility and authority to provide Francophone education (s. 23 education) and has been given a very short timeframe in which to put in place an operational Francophone Education Authority. It is vital to the Authority's ability to provide these educational services, and indeed to its success as an institution, that it receive the necessary funding, expertise, and administrative support, particularly in light of the exceptionally short time frame it has been given. Therefore, one of the major issues to be addressed is the government's commitment to providing this support within firm timelines.

The second set of issues to be addressed relates to shortcomings in the Regulations as they pertain to the constitutional requirements of s. 23 of the Charter. The Court action has been temporarily adjourned, in order to discuss these shortcomings and to obtain firm commitments to resolving them.

1. Who will be attending?**For the Plaintiffs:****G. Brent Gawne
Peggy Kobly
Martine Galibois-Barss
Marc Gignac**

NOV 30 '95 14:42 FR HRLS/SDP
11-JU-95 UNOY:30 '95...MENT GAWNE 3 AS22

613 952 4137 TO 9539353

P.03/05

16046662763 b661303 P003/005

r.s

For the Interveners:

Commissioner of Official Languages:

Richard Tardif, Legal Counsel
Stephen Ackor, Counsel to Commissioner of Official Languages

Attorney General of Canada:

Michel Francocur, Department of Justice
Johannes Van Iperen, Department of Justice

Heritage Canada

T.B.A.

For the Defendants:

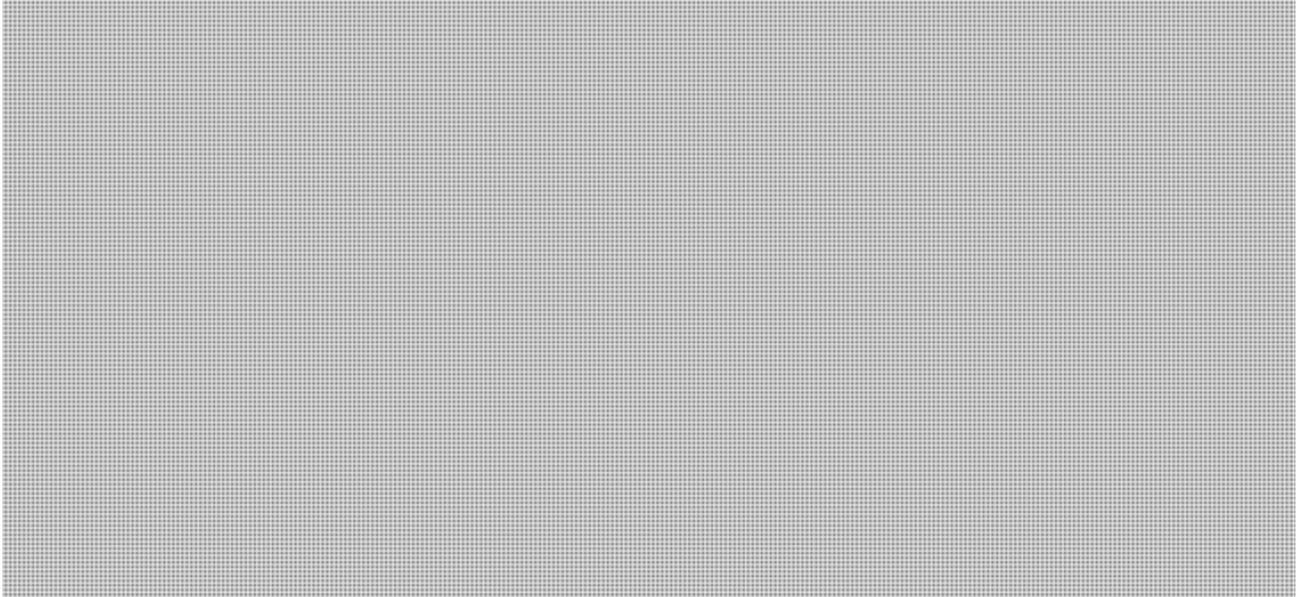
H. Groberman
?
?

2. Place and time of meeting:

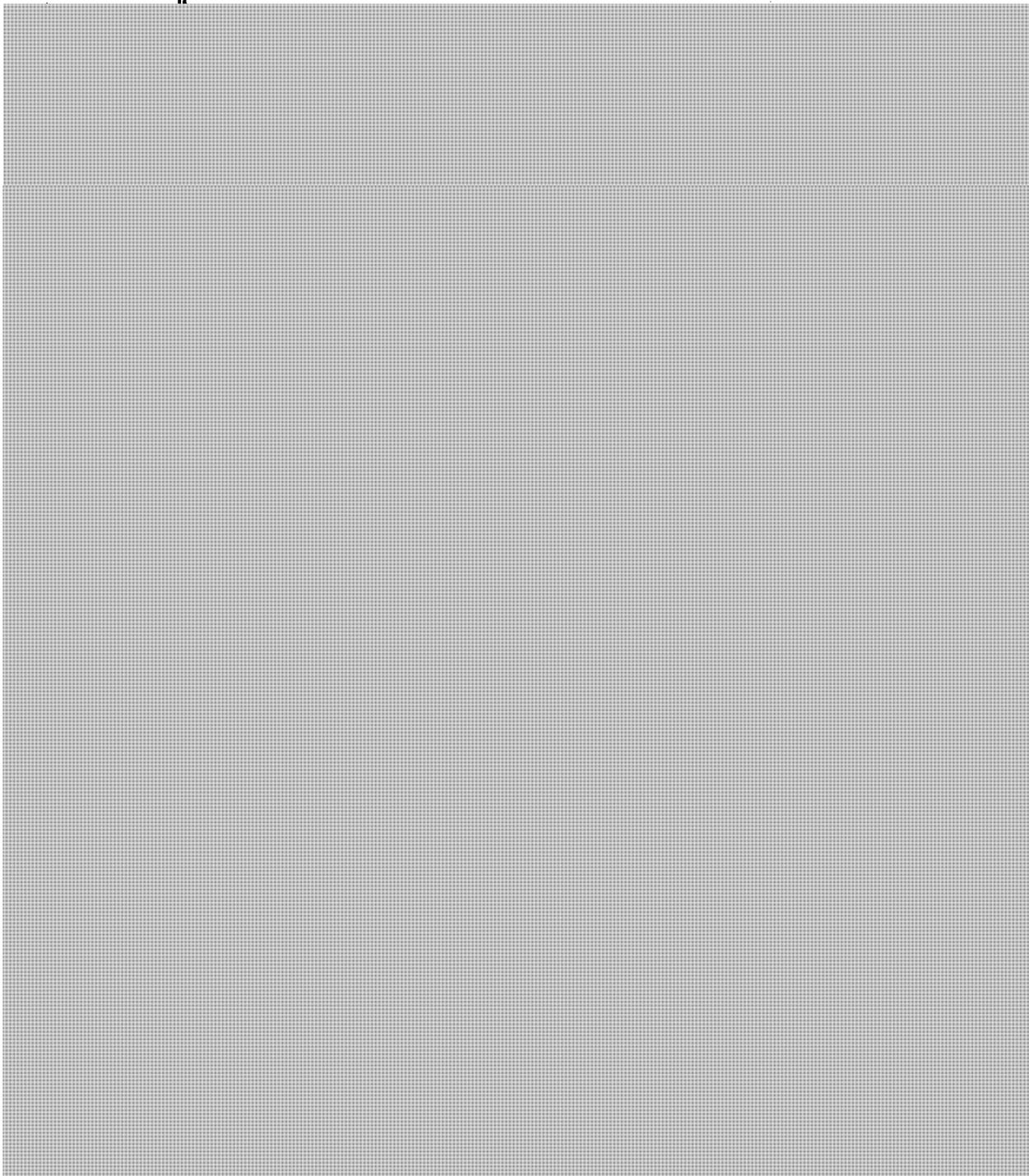
(a) Tuesday, December 5th at 9:00 a.m. at Lawson Landall Lawson & McIntosh, 1600 Cathedral Place, 925 Georgia Street, West Vancouver, B.C. V6C 2L2 Phone: (604) 631-9134 Facsimile: (604) 669-1620

(b) Wednesday, December 6th is also available at (see above)

3. Timeline:



b. Questions?



4.

5.

6.

3



Ref: C:\WORK\2549\ AGENDA
November 29, 1995

s.23

4

NOV 30 '95 13:58

6661585 PAGE.005
** TOTAL PAGE.005 **

Handwritten signature and date: 9/5/95

Author: Roger Farley at JLS7-HULL
Date: 95-11-29 15:12
Priority: Normal
TO: Hilaire Lemoine
CC: Paul-Émile Leblanc
Subject: Gestion scolaire en Colombie-Britannique

Handwritten mark: RL

4140 - 6 - 95

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

Hilaire,

J'ai discuté du sujet avec Paul-Émile et nous croyons, étant donné que ton voyage à Vancouver est annulé, que tu devrais téléphoner à Peter Owen pour savoir quand on peut s'attendre à recevoir une proposition.

Selon la conversation que nous avons eue avec Raymond la semaine dernière nous étions sous l'impression que nous recevions quelque chose au début de la semaine.

De son côté, l'association des parents s'inquiète de plus en plus de ce qu'elle perçoit comme de l'inaction de la part de la province. Ton voyage tombait à point pour que nous puissions démontrer que c'est toujours une priorité pour nous et que nous suivons le dossier de près.

Roger F.

Handwritten: A Ross

Handwritten notes:
J'ai parlé à Peter hier (perdi)
Il doit me faxer cette semaine
sa réaction / réponse à ma
lettre. Il est fort probable que
une réunion sera organisée
d'ici Noël.

Handwritten:
M. Ch... 95.10.4
pour information
et classe

Handwritten signature: Rog

Author: Roger Farley à JLS7-HULL
Date: 95-11-16 10:09
Priority: Normal
TO: Paul-Émile Leblanc
CC: Hilaire Lemoine
CC: Michele Blais-Chauvin
Subject: Gestion scolaire en C.-B.

[Handwritten initials]

Close

4140-6-95

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

J'ai eu une conversation avec Martine hier. Elle est inquiète de la lenteur des négociations en vue de la conclusion d'une entente et elle se sent étranglée entre le temps qui passe et le travail qui doit être fait pour la mise en oeuvre de la gestion. Cette situation est d'autant plus difficile que les membres du nouveau conseil ne seront pas opérationnels avant le début de 1996 et que l'Association des parents n'a pas les ressources pour travailler.

Elle a demandé à la province d'utiliser les fonds de LOE pour permettre aux parents de travailler à la mise en oeuvre en attendant que la nouvelle structure soit opérationnelle. Le ministre n'a toujours pas signé les mesures provisoires (nous sommes bloqués).

Elle est inquiète aussi du fait que la province n'a pas nommé une personne spécifique pour travailler à la mise en oeuvre. Selon elle, ce n'est pas Raymond, avec ses autres fonctions qui peut le faire.

En ce qui concerne le cas de cours, les parents doivent rencontrer leur procureur pour revoir leur position. Elle dit que tant qu'il n'y a pas d'entente avec le fédéral et que la nouvelle Autorité n'aura pas un budget, il leur sera difficile d'avoir un cas solide. Elle croit que la stratégie sera de repousser la date du procès au début de 1996. Évidemment, comme elle dit, tout ça coûte de plus en plus cher et elle ne sait pas si le programme de contestation judiciaire va pouvoir payer.

Voilà en quelques lignes le résumé d'une longue conversation!

Roger F.

11/18/95 15:24:22 EST; PATRIMOINE CAN?->

819 953 7067 IRV SOLMAN

Page 001

4140-6-95

Closser

Message delivered using *FacRoute* from
Message remis par le *FacRoute* d'

uniTEL

To/Destinataire	+18199537067
Attention/A l'attention de	IRV SOLMAN
From/Expéditeur	PATRIMOINE CANADIEN HERITAGE
Phone/N° de téléphone	819-953-5382

Pages/Nombre de pages	:	4 (including this page/cette page comprise).
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**QUESTION PERIOD NOTE
NOTE POUR LA PÉRIODE DE QUESTIONS**

Date: November 8, 1995

Classification: Protected

Title - Titre

B.C. passes regulations relating to section 23 of the Canadian Charter (Minority Language Educational Rights)

Subject - Highlights / Sujet - Points saillants

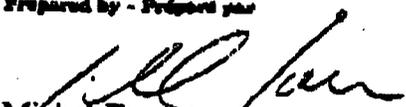
On November 3, 1995, the Lieutenant Governor of British Columbia passed regulations to ensure the implementation of the rights found in s. 23 of the Charter, one month before a trial was set to be heard by the Supreme Court of B.C. concerning s. 23 — a case in which the A.G. of Canada has an intervenor status.

Source:

Suggested Reply - Réponse suggérée

- Our officials are currently studying the recently passed regulations.
- This issue is presently pending before the Supreme Court of British Columbia, a case in which the Attorney General of Canada is intervenor. It would consequently be inappropriate for me to comment further on the regulations or any matter relating to that file.

Prepared by - Préparé par


Michel Francoeur
Acting Senior Counsel
Official Languages Law Group
941-4037

Approved by - Approuvé par


John Scratch
A/Senior General Counsel
Specialized Legal Advisory Services
937-4944

4140-6-95
Michelle Nicole
for info, p/a
copy -> H. Henneine
-> J. Jones

Class

FAX COVER SHEET

Ministry of Education
Legislation and Independent Education Department
5th floor, 620 Superior Street
Victoria, BC V8V 1X4

~~Copy~~
To
Faber
to
Collect
Barrett

Date:	Nov. 8 1995	# of pages:	39
		(including this one)	
To:	DREST KRUTLAK		
Fax #:	666-6040	Phone#:	666-2060

From: Michelle Souilliere
(604) 356-7768 (phone)
(604) 953-4908 (fax)

à Roger

SUBJECT: FRANCOPHONE EDUCATION REGULATION

MESSAGE:

I am working with Peter Owen on the implementation of the FEA. If I can be of assistance, please contact me at the above phone numbers or by email

MSOULLIERE@GALAXY.GOV.BC.CA

Michelle



Province of
British Columbia

Ministry of
Education

Parliament Buildings
Victoria
British Columbia
V8V 2M4
Telephone: (604) 356-0522
Fax: (604) 953-4908

LEGISLATION AND
INDEPENDENT EDUCATION

Sent by FAX

November 8, 1995

Mr. Orest Kruhlak
Regional Executive Director
Pacific and Yukon Region
Heritage Canada
Room 300, 300 West Georgia Street
Vancouver, British Columbia
V6B 6C6
(604) 666-6040 (Fax)

Dear Mr. Kruhlak:

I would like to inform you that Cabinet has passed the Francophone Education Regulation. The regulation establishes a Francophone Education Authority which will provide educational programming to francophone students in the Lower Mainland and southern Vancouver Island. A copy of the Regulation is attached for your perusal. Should you wish further information, please do not hesitate to contact me.

Yours sincerely,

Peter H. Owen
Executive Director



ASSOCIATION DES PARENTS FRANCOPHONES DE LA COLOMBIE-BRITANNIQUE

1555, 7e Avenue Ouest, bureau 223
Vancouver, Colombie-Britannique V6J 1S1

PAGE DE COUVERTURE POUR FACSIMILÉ

FACSIMILE COVER SHEET

DATE: 3 novembre 1995

VEUILLEZ REMETTRE LE MESSAGE SUIVANT A: Hélène Arnoy
PLEASE DELIVER THE FOLLOWING PAGES TO:

AL

819-953-9353

De: Martine Jalabert Tel: 736-5056
From: Barro

Nombre de pages: 39 Page de couverture incluse oui
Number of pages: 39 Including cover sheet

Sujet: Régulation du conseil
Subject matter: académie francophone
regional

Commentaires: Maintenant c'est officiel et
Comments: legale

La machine ne peut plus
s'arrêter
Bonne négociation

1555 West 7th Avenue - Suite 223, Vancouver, British Columbia V6J 1S1
Tel: (604) 736-5056 Fax: (604) 736-1259

P.E./Roper
Pour info:
et discussion
de

PROVINCE OF BRITISH COLUMBIA
ORDER OF THE LIEUTENANT GOVERNOR IN COUNCIL

Order in Council No. 345, Approved and Ordered NOV. - 2 1995



Lieutenant Governor

Executive Council Chamber, Victoria

On the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and consent of the Executive Council, orders that

- (a) subject to paragraph (b), the attached regulation is made, and
- (b) sections 3, 4 (1) to (2), (4) to (11), 5, 17 (2), and Schedule F come into force on July 1, 1996.

FEED FAX THIS END

FAX	
To:	<u>Martine</u>
Dept.:	_____
Fax No.:	_____
No. of Pages:	_____
From:	<u>Peter Owen</u>
Date:	_____
Company:	_____
Fax No.:	_____
Comments:	_____
<small>Post-Net tax paid 7903E</small>	

DEPOSITED
NOV 02 1995
B.C. REG. <u>457/95</u>

Minister of Education

Presiding Member of the Executive Council

(This part is for administrative purposes only and is not part of the Order.)

Authority under which Order is made _____

Act and section: EDUCATION ACT, SECTION 51(1)

Other (specify): _____

1396/95/33

FRANCOPHONE EDUCATION REGULATION

PART I

INTERPRETATION

Definitions

1. In this regulation:

"Act" means the *School Act*;

"eligible parent" means an individual who, under section 23 of the *Canadian Charter of Rights and Freedoms*, has the right to have his or her children receive primary and secondary instruction in French in British Columbia;

"eligible person" means

(a) an eligible parent, or

(b) an adult individual who, under section 23 of the *Canadian Charter of Rights and Freedoms*, would, if that individual had children, have the right to have his or her children receive primary and secondary instruction in French in British Columbia;

"eligible student" means a child of school age who has an eligible parent;

"Francophone administrative officer" means a person who is employed by a Francophone Education Authority as a director of instruction, a principal or a vice principal;

"Francophone Education Authority" means a corporation established under section 2;

"Francophone educational program" means an educational program, including, without limitation, linguistic and cultural components, provided to eligible students exclusively or primarily in French but does not include

(a) a course in French provided as part of an educational program provided primarily in English, or

(b) a French immersion program;

"Francophone school" means

- (a) a body of eligible students that is organized as a unit by a Francophone Education Authority for educational purposes under the supervision of a Francophone administrative officer,
- (b) the Francophone teachers and other staff members associated with the unit, and
- (c) the facilities associated with the unit;

"Francophone teacher" means a person holding a certificate of qualification who is employed by or otherwise under contract to a Francophone Education Authority to provide French educational programs to eligible students in a Francophone school, but does not include the chief executive officer of a Francophone Education Authority or a Francophone administrative officer;

"prescribed area" means the area referred to in Schedule A on the date of the coming into force of this regulation or such other area as the Lieutenant Governor in Council may prescribe over which a Francophone Education Authority has jurisdiction under this regulation.

PART 2

FRANCOPHONE EDUCATION AUTHORITY

Establishment of a Francophone Education Authority

2. (1) There is established as a Francophone Education Authority a corporation known as the Autorite Scolaire with the articles set out in Schedule B.
- (2) Nothing in subsection (1) prevents the Lieutenant Governor in Council from establishing additional Francophone Education Authorities.
- (3) The Lieutenant Governor in Council may appoint as the first directors of a Francophone Education Authority established under this regulation 5 eligible persons who the Lieutenant Governor in Council considers represent the interests of the eligible persons resident in British Columbia.
- (4) The first directors appointed under subsection (3) hold office for a term of not more than 15 months.
- (5) Membership in a Francophone Education Authority is limited to eligible persons resident in British Columbia.
- (6) Any eligible person resident in British Columbia may apply to become a member of a Francophone Education Authority by

providing to that corporation a sworn affirmation in the form set out in Schedule C and the corporation must, without charge, accept as a member any qualifying eligible person who so applies.

- (7) The directors of a Francophone Education Authority, other than the first directors appointed under subsection (3), must be elected from the members of the corporation in the manner, at the times and for the terms set out in the articles of the corporation.
- (8) The minister may appoint a member of a Francophone Education Authority to sit as a director of the Francophone Education Authority
 - (a) in the place and stead of a director who was to have been elected by the members of the Francophone Education Authority resident in a ward, if those members do not elect a director when and as required by the articles, or
 - (b) to fill a vacancy in the board of directors if that vacancy is not filled in accordance with the articles within 60 days after the office becomes vacant.
- (9) A Francophone Education Authority must employ an individual as the chief executive officer of the corporation.
- (10) The chief executive officer of a Francophone Education Authority
 - (a) is the corporate financial officer of the Francophone Education Authority,
 - (b) must be bonded as arranged for by the Francophone Education Authority in an amount that the corporation considers adequate, and
 - (c) under the general direction of the directors of the corporation,
 - (i) has general supervision and direction over the educational staff employed by the Francophone Education Authority,
 - (ii) is responsible for the general organization, administration, supervision and evaluation of all Francophone educational programs provided by the Francophone Education Authority, and
 - (iii) is responsible for the operation of Francophone schools in the corporation's prescribed area.
- (11) A Francophone Education Authority must hold at least one general meeting of members each school year in accordance with the articles and section 91 of the Act, as it applies for the purposes of this regulation, applies to each general meeting held by the corporation.

- (12) A Francophone Education Authority is a public sector employer within the meaning of the *Public Sector Employers Act* and, for the purposes of that Act, is to be included in
- (a) the sector, as defined by that Act, described in paragraph (c) of the definition of "public sector employer" in that Act, and
 - (b) any employers' association established under that Act for that sector.

Jurisdiction of a Francophone Education Authority

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.
- (2) Subject to subsection (3), an eligible student who is resident in a prescribed area is entitled to enroll in a Francophone educational program provided by the Francophone Education Authority having jurisdiction over that prescribed area.
- (3) An application to enroll under subsection (2) must include a sworn affirmation of one of the parents of the eligible student in the form set out in Schedule C unless at least one of the parents of that eligible student is a member of the Francophone Education Authority at the time that the application to enroll is made.
- (4) Section 3 of the Act applies to an eligible student except that the educational program in which the eligible student is required to enroll and participate may be a Francophone educational program provided by a Francophone Education Authority and an eligible student who enrolls and participates in a Francophone educational program provided by a Francophone Education Authority and who otherwise complies with section 3 of the Act is deemed to have satisfied the requirements of section 3 of the Act.

Provision of Francophone educational program

4. (1) Subject to this regulation and the enactments 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 enroll in a Francophone educational program provided by the Francophone Education Authority.
- (2) A Francophone Education Authority may provide, in its prescribed area or elsewhere, a Francophone educational program to eligible students referred to in subsection (1).

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P. 6/38

- (3) A Francophone Education Authority must, for the first school year in which it provides a Francophone educational program to any eligible students, attempt, on terms and conditions the directors consider appropriate, to fill any available teaching positions with individuals who
- (a) are or were, in the immediately preceding school year, employed by a board to teach Programme cadre de français in the Francophone Education Authority's prescribed area, and
 - (b) are, in the opinion of the directors, qualified and suitable for the available positions.
- (4) A Francophone Education Authority complies with subsection (1) if
- (a) the Francophone educational program is provided by the Francophone Education Authority,
 - (b) with the agreement of another Francophone Education Authority, the Francophone educational program is provided by that other Francophone Education Authority, or
 - (c) with the agreement of a board of a school district that is outside of a prescribed area, the Francophone educational program is provided by that board.
- (5) A Francophone Education Authority may assign and reassign eligible students to specific Francophone educational programs referred to in subsection (4).
- (6) Subject to subsections (7) and (11), a Francophone Education Authority must not provide an educational program to any person other than an eligible student resident in the prescribed area over which the Francophone Education Authority has jurisdiction.
- (7) A Francophone Education Authority may provide a Francophone educational program to an eligible student who is resident outside of the prescribed area if the Francophone Education Authority first obtains the consent to do so from
- (a) the parent of the eligible student, and
 - (b) the Francophone Education Authority having jurisdiction over the prescribed area in which the eligible student resides or, if there is no such Francophone Education Authority, the board for the school district in which the eligible student resides.
- (8) Without limiting any of its rights or powers under this regulation, a Francophone Education Authority may enter into agreements with other Francophone Education Authorities or with boards for the purposes of subsection (7).

- (9) A Francophone Education Authority may recognize as part of an eligible student's Francophone educational program an educational activity that is not provided by the Francophone Education Authority.
- (10) Subject to the enactments referred to in section 17, a Francophone Education Authority is responsible for evaluating all of the Francophone educational programs and services that it provides, including services provided under an agreement under section 104 (1) (a) of the Act, as it applies for the purposes of this regulation.
- (11) Subject to the enactments referred to in section 17, a Francophone Education Authority may permit a person who is older than school age but who is the child of an eligible parent to attend a Francophone educational program provided by that Francophone Education Authority in accordance with any terms and conditions specified by the Francophone Education Authority.

Home education

- S. (1) If a parent of an eligible student wishes to educate that eligible student at home or at a location other than a school or a Francophone school, the parent must provide that eligible student with an educational program and must register the eligible student, on or before September 30 in each year,
- (a) in accordance with section 13 of the Act, in which case Division 4 of Part 2 of the Act applies, or
- (b) with a Francophone school that is operating in the prescribed area in which the eligible student resides.
- (2) Despite section 13 (4) of the Act, a parent does not commit an offence if that parent complies with subsection (1) (b).
- (3) If a parent wishes to register the eligible student with a Francophone school in accordance with subsection (1) (b), the Francophone Education Authority having jurisdiction over the Francophone school must ensure that the Francophone administrative officer of the Francophone school registers the eligible student.
- (4) A Francophone school that registers an eligible student under this section must provide the eligible student with access to educational services in accordance with this regulation and the enactments referred to in section 17.

Official trustee

6. (1) The Lieutenant Governor in Council may appoint an official trustee to conduct the affairs of a Francophone Education Authority if, in the opinion of the Lieutenant Governor in Council,
 - (a) the Francophone Education Authority is in serious financial jeopardy,
 - (b) there is substantial non-compliance with this regulation or any of the enactments referred to in section 17, or
 - (c) there is substantial non-performance of the duties of the Francophone Education Authority.
- (2) On the appointment of an official trustee to conduct the affairs of a Francophone Education Authority, the directors of the Francophone Education Authority cease to hold office.
- (3) The Lieutenant Governor in Council may remove an official trustee and order that elections be held in accordance with the articles of the Francophone Education Authority or may appoint directors to hold office for the Francophone Education Authority until the next annual general meeting of the Francophone Education Authority.

PART 3

FINANCING OF FRANCOPHONE EDUCATION AUTHORITIES

Financing

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.
- (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.

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- (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.
- (4) A Francophone Education Authority that receives money under subsection (2) must spend that money for capital expenses.
- (5) The minister may from time to time vary a direction provided to a Francophone Education Authority under subsection (3).
- (6) The Minister of Finance and Corporate Relations may determine the manner and frequency of payments of all grants to a Francophone Education Authority under this section.
- (7) On the recommendation of the Minister of Education, the Minister of Finance and Corporate Relations may withhold or reduce a grant payable to a Francophone Education Authority under this regulation, if
 - (a) the duties of the chief executive officer of the Francophone Education Authority are not being discharged satisfactorily,
 - (b) the Francophone Education Authority has not conducted its affairs in accordance with this regulation and the enactments referred to in section 17,
 - (c) each school building or portion of a school building used by the Francophone Education Authority in the prescribed area over which it has jurisdiction, together with its equipment, has not been established or maintained to the satisfaction of the Minister of Education,
 - (d) the board of directors has not transmitted, within the time provided by this regulation or the enactments referred to in section 17 or, if no such time is provided, in a timely fashion, all reports, statements or returns required by the Minister of Education,
 - (e) the operating expenses of the Francophone Education Authority have been reduced during a strike or lockout as defined in the *Labour Relations Code*, or
 - (f) the Francophone Education Authority has not budgeted or spent the moneys provided to it under this regulation in accordance with subsections (3) and (4).

Annual budget

8. (1) On or before March 15 of each year, a Francophone Education Authority must submit to the minister any information that the minister requests respecting revenue or other financial matters.
- (2) The board of directors of a Francophone Education Authority must by bylaw adopt,
- (a) on or before February 28 in a year, the final budget for the Francophone Education Authority for that fiscal year, and
 - (b) on or before April 27 in a year, the preliminary budget for the Francophone Education Authority for the next fiscal year.
- (3) The bylaws referred to in subsection (2) must be in the form specified by the minister and the directors of the Francophone Education Authority must, immediately after adopting a bylaw referred to in subsection (2), send a certified copy of that adopted bylaw to the minister.
- (4) The annual budgets of a Francophone Education Authority referred to in subsection (2) must be in the form specified by the minister and must consist of the following:
- (a) detailed estimates of operating expenses of the Francophone Education Authority for the next fiscal year;
 - (b) detailed estimates of local capital expenses of the Francophone Education Authority for the next fiscal year;
 - (c) detailed estimates of revenue of the Francophone Education Authority for the next fiscal year from all sources;
 - (d) estimates of any surplus operating reserves that the Francophone Education Authority plans to appropriate for the next fiscal year;
 - (e) estimates of any operating deficit that the Francophone Education Authority must fund in the next fiscal year.
- (5) The estimates included in the annual budgets referred to in subsection (4) must not exceed the amount of money provided to the Francophone Education Authority under section 7 plus the local revenues and appropriated operating reserves.
- (6) If a Francophone Education Authority has established a trust fund under section 170 of the Act, as it applies for the purposes of this regulation, any projected deficit in the account for the current fiscal year may be included in the annual budget compiled under subsection (4), unless the terms of the trust fund provide otherwise.

11/03/95 12:25

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Short term borrowing

9. (1) A Francophone Education Authority must not borrow, except that the Francophone Education Authority may, with the permission of the minister, borrow to meet current operating expenses.
- (2) The Francophone Education Authority must pay out of the money provided to it under section 7 in a fiscal year, any interest charges that are payable in that fiscal year as the result of borrowings under subsection (1).

Designation of expenses

10. The expenses of a Francophone Education Authority must be designated and classified in the records of that Francophone Education Authority in accordance with the requirements of the minister.

Interests in land

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) contributions 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 so acquired.

PART 4 DIRECTORS

Oath of office

- 12. (1) A person appointed or elected as a director of a Francophone Education Authority must make an oath of office, by oath or solemn affirmation, in the form set out in Schedule D, within the following applicable time limit:
 - (a) in the case of a person appointed as a director by the Lieutenant Governor in Council under section 2 (3) or (8), within 45 days after the effective date of the appointment;
 - (b) in the case of a person elected in accordance with the articles of the Francophone Education Authority, within 45 days after the declaration of the results of the election;
 - (c) in the case of a person elected by acclamation in accordance with the articles of the Francophone Education Authority, within 50 days after the declaration of the results of the election.
- (2) Section 59 (2) and (3) of the Act as it applies for the purposes of this regulation applies in respect of the oath referred to in subsection (1) of this section.
- (3) If a person appointed or elected as a director of a Francophone Education Authority does not make the oath required by subsection (1) within the time limit set by that subsection, the office to which that person was appointed or elected is deemed to be vacant and the person is disqualified from holding office as a director until the next election of the directors of the Francophone Education Authority.

Vacancy in office of director

13. (1) If a director of a Francophone Education Authority is continuously absent from meetings of the board of directors of the Francophone Education Authority for a period of 3 consecutive months, unless the absence is because of illness or is with the permission of the board of directors, the office of the director is deemed to be vacant and the person who held the office is disqualified from holding office as a director until the next election of directors of the Francophone Education Authority.
- (2) An office declared vacant under section 83 of the Act, as it applies for the purposes of this regulation, must remain vacant if the decision declaring the office vacant is appealed and no appointment or election to fill the office may be made or held until the earlier of
- (a) the final determination of the matter, and
 - (b) the next election of directors of the Francophone Education Authority.

Articles

14. (1) The articles of a Francophone Education Authority must not be altered other than in accordance with this section.
- (2) The chief executive officer of the Francophone Education Authority must file with the minister a certified copy of each bylaw or resolution that purports to alter the articles of the Francophone Education Authority within 10 days after the passage of the bylaw or resolution.
- (3) The minister may disallow a bylaw or resolution filed under subsection (2) within 60 days after its filing.
- (4) An alteration to the articles referred to in this section comes into force,
- (a) if the bylaw or resolution filed under subsection (2) is approved by the minister, when that approval is given, or
 - (b) if the bylaw or resolution is not approved by the minister, 60 days after the date on which the bylaw or resolution is filed with the minister under subsection (2) unless the bylaw or resolution is disallowed by the minister under subsection (3).

Passage of bylaws and resolutions

15. (1) Bylaws and resolutions not inconsistent with this regulation and the enactments referred to in section 17 may be passed by a Francophone Education Authority and its directors.

- (2) Before it is passed, a bylaw of the board of directors of a Francophone Education Authority must be given 3 distinct readings.
- (3) Subject to subsection (4), at each of the readings of a bylaw, the bylaw must be read in full.
- (4) A reading of a bylaw may, if a written or printed copy of the bylaw is in the possession of each director and is available to each member of the corporation in attendance at the meeting at which the bylaw is to be read, consist of a description of the bylaw by
 - (a) its title, and
 - (b) a summary of its contents.
- (5) The directors must not give a bylaw more than 2 readings at any one meeting unless the directors who are present at the meeting unanimously agree to give the bylaw all 3 readings at that meeting.

Indemnification against proceedings

16. (1) In this section a reference to a director or employee includes a former director or employee.
- (2) The board of directors of a Francophone Education Authority may by bylaw provide that the Francophone Education Authority will indemnify a director or employee of the Francophone Education Authority
- (a) against a claim for damages against a director or employee of the Francophone Education Authority arising out of the performance of his or her duties, or
 - (b) if an inquiry under Part 2 of the *Inquiry Act* or other proceeding involves the administration and conduct of the business of the Francophone Education Authority
- and, in addition, may pay legal costs incurred in proceedings arising out of the claim or inquiry or other proceeding.
- (3) The board of directors of a Francophone Education Authority may, by an affirmative vote of not less than 2/3 of all of the directors of the corporation, cause the Francophone Education Authority to pay
- (a) any sum required to indemnify a director or employee of the Francophone Education Authority if a prosecution arises out of the performance of his or her duties, and
 - (b) costs necessarily incurred,
- but the Francophone Education Authority must not pay a fine imposed on a director or employee as a result of his or her conviction.

(4)A Francophone Education Authority must not seek indemnity against a director or employee of the Francophone Education Authority in respect of any action of the director or employee that results in a claim for damages against the Francophone Education Authority, but the Francophone Education Authority may seek indemnity

- (a) against a director or employee if the claim for damages arises out of the gross negligence of the director or employee, or
- (b) against an employee if, in relation to the action that gave rise to the claim for damages, the employee willfully acted contrary to
 - (i) the terms of his or her employment, or
 - (ii) an order of a superior.

PART 5

APPLICATION OF THE SCHOOL ACT

Application of the Act

17. (1) Any orders made by the minister under section 182 of the Act and referred to in Schedule E, any orders in council referred to in Schedule E, any regulations made by the Lieutenant Governor in Council under the Act and referred to in Schedule E, and sections 15 to 21, 24, 25, 26 to 28, 59 (2) to (4), 75 to 83 (1) and (2), 84, 85 (2) to (5), 87 (3) to (5), 88 to 93, 95, 96.1, 99, 102, 103 (1) and (2) (a) to (c), 104, 105, 108 to 112, 115 (1) and (3), 119, 122, 126 (1) (b), 153, 170 (1), (3), (4), (5), (8) and (9), 171 to 180 of the Act apply to a Francophone Education Authority and to eligible students and their parents and for that purpose a reference in those orders, orders in council, regulations or sections to a word or phrase referred to in Column A is to be read as having the meaning shown for that word or phrase in Column B.

Column A

Column B

- | | |
|---------------------------------|--|
| (a) an administrative officer | a Francophone administrative officer |
| (b) an assistant superintendent | the chief executive officer of a Francophone Education Authority |
| (c) a board | subject to subsection (3), a Francophone Education Authority |

- (d) children children who are eligible students
- (e) a district a prescribed area
- (f) an educational program a Francophone educational program
- (g) an elector a member of a Francophone Education Authority
- (h) a school a Francophone school
- (i) a school board a Francophone Education Authority
- (j) a school district a prescribed area
- (k) a secretary-treasurer the chief executive officer of a Francophone Education Authority
- (l) a student a person enrolled in a Francophone educational program provided by a Francophone Education Authority
- (m) a superintendent the chief executive officer of a Francophone Education Authority
- (n) a teacher a Francophone teacher
- (o) a trustee a director of a Francophone Education Authority

(2) Any orders made by the minister under section 182 of the Act and referred to in Schedule F, any orders in council referred to in Schedule F, any regulations made by the Lieutenant Governor in Council under the Act and referred to in Schedule F and sections 4, 6 to 11, 25.1, 96, 97, 98, 100, 101, 103 (2) (d) to (k) and (3), 106 (1) and 191 of the Act apply to a Francophone Education Authority and to eligible students and their parents and for that purpose a reference in those orders, orders in council, regulations or sections to a word or phrase referred to in Column A of subsection (1) is to be read as having the meaning shown for that word or phrase in Column B of that subsection.

(3) The following references to a board are to be read as being references to the board of directors of a Francophone Education Authority:

- (a) the references to a board in sections 15 (6) and (7), 78 (1) and (3), 85 (3) and (4), 87 (3) to (5), 88, 89 and 91 of the Act as they apply for the purposes of this regulation;

- (b) the first reference to a board in each of sections 85 (5), 171 (4) and 175 (1) (d) and (2) of the Act as they apply for the purposes of this regulation;
 - (c) the second reference to a board in each of subsections (1) and (2) of section 81 of the Act as it applies for the purposes of this regulation;
 - (d) the reference to a board in section 11 (3) of the Act as it applies for the purposes of this regulation.
- (4) If, in a provision of an order, an order in council, a regulation or the Act, as that provision applies for the purposes of this regulation, a reference is made to a section of the Act, that reference is, for the purposes of this regulation, deemed to be a reference to that section of the Act as it is to be read under this section.

Accounting procedures under the School Act

18. For the purposes of this Part, the accounting procedures generally accepted for Francophone Education Authorities in British Columbia are deemed to be the same as the accounting procedures generally accepted for boards in British Columbia.

School medical officer

19. A school medical officer appointed for a school district under section 107 of the Act has the same rights, powers and duties in respect of Francophone schools located in the school district as that medical officer has for schools in that district.

Conflicts

20. If there is a conflict between this regulation and section 103 (1) of the Act, as it applies for the purposes of this regulation, this regulation prevails.

Schedule A

The prescribed area for the Autorite Scolaire is that portion of the province of British Columbia that comprises the following school districts:

- (a) School District No. 33 (Chilliwack);
- (b) School District No. 34 (Abbotsford);
- (c) School District No. 35 (Langley);
- (d) School District No. 36 (Surrey);
- (e) School District No. 37 (Delta);
- (f) School District No. 38 (Richmond);
- (g) School District No. 39 (Vancouver);
- (h) School District No. 40 (New Westminster);
- (i) School District No. 41 (Burnaby);
- (j) School District No. 42 (Maple Ridge- Pitt Meadows);
- (k) School District No. 43 (Coquitlam);
- (l) School District No. 44 (North Vancouver);
- (m) School District No. 45 (West Vancouver);
- (n) School District No. 61 (Greater Victoria);
- (o) School District No. 62 (Sooke);
- (p) School District No. 63 (Saanich);
- (q) School District No. 65 (Cowichan);
- (r) School District No. 75 (Mission).

Schedule B

ARTICLES

ARTICLES OF _____

PART 1

INTERPRETATION

1. In these articles, unless the context otherwise requires:
 - "address of the authority" means _____
 - "auditor" includes a partnership of auditors;
 - "authority" means _____;
 - "delegate member" means a member of the authority elected as a delegate member under Division 2 of Part 3 :
 - "directors" means the directors of the authority for the time being;
 - "Francophone ward" means a ward referred to in the Appendix;
 - "ordinary resolution" means
 - (a) a resolution passed in general meeting by the delegate members of the authority by a simple majority of the votes cast in person, or
 - (b) a resolution that has been submitted to the delegate members and consented to in writing by 75% of the delegate members who would have been entitled to vote on it in person at a general meeting of the authority; and a resolution so consented to is deemed to be an ordinary resolution passed at a general meeting of the authority;
 - "registered address" of a member means his or her address as recorded in the register of members;
 - "regulation" means the Francophone Education Regulation;
 - "special resolution" means
 - (a) a resolution, passed in general meeting by a majority of not less than 75% of the votes of those delegate members who, being entitled to do so, vote in person,
 - (i) of which not less than 14 days' notice, specifying the intention to propose the resolution as a special resolution, has been given, or

(ii) if every delegate member entitled to attend and vote at the meeting so agrees, at a meeting of which less than 14 days' notice has been given, or

(b) a resolution consented to in writing by every delegate member who would have been entitled to vote on it in person at a general meeting of the authority; and a resolution so consented to is deemed to be a special resolution passed at a general meeting of the authority.

2. Words importing the singular include the plural and vice versa.
3. The definitions in the regulation and in the *Interpretation Act* on the date that these articles become effective apply to these articles.

PART 2

MEMBERSHIP

4. The members of the authority are those individuals who are qualified under the regulation to become members and who have been accepted as members by the authority.
5. Every member must comply with these articles.
6. The authority must not charge its members any membership dues or other fees or assessments.
7. A person ceases to be a member of the authority
 - (a) by delivering his or her resignation in writing to the chief executive officer of the authority or by mailing or delivering it to the address of the authority, or
 - (b) on his or her death.
8. Members who are not delegate members are not entitled to attend or to vote at general meetings of the authority but are entitled, in accordance with Part 3, to elect delegate members and directors for the authority.

PART 3

ELECTIONS

Division 1 - Call for Candidates

9. The chief executive officer of the authority must, at least 150 days before the date of each annual general meeting, provide notice to all members of the authority of the upcoming annual general meeting and request members who are prepared to stand for election as delegate members or

as directors to declare their intentions within 30 days of their receipt of the notice.

- 10. Members of the authority, including members who are already serving as delegate members or directors, who are prepared to stand for election as delegate members or directors in wards in which elections for those offices are to be held must, at least 120 days before the annual general meeting, provide to the chief executive officer a written statement, signed by the member, by which the member agrees to stand for election as delegate member or director and identifies the ward in which that member is prepared to stand for that election.

Division 2 – Delegate Member Elections

- 11. The members resident in a Francophone Ward referred to in Column A are, in the aggregate, entitled to elect from among themselves the number of delegate members shown opposite that ward in Column B.

Column A	Column B
Greater Vancouver Ward	4
Fraser Valley Ward	2
Vancouver Island North Ward	3
Vancouver Island South Ward	2
Okanagan-Columbia-Northern British Columbia Ward	4

- 12. A delegate member elected under section 11 is entitled to attend and vote at any general meeting of the authority.
- 13. (1) At least 90 days before the annual general meeting, the chief executive officer must,
 - (a) in respect of a ward for which the number of candidates who have declared themselves willing to stand for election as delegate members does not exceed the number of delegate members to be elected in that ward, declare that those candidates are elected as delegate members in that ward, or
 - (b) in respect of a ward for which the number of candidates for delegate members exceeds the number to be elected, mail to each member resident in the ward
 - (i) a ballot paper containing, in alphabetical order, the names of all candidates for delegate members in the ward in which the member is entitled to vote and stating

the number of delegate members to be elected in that ward,

- (ii) instructions respecting the marking of the ballot paper and of its return to the authority,
 - (iii) a ballot envelope,
 - (iv) a declaration, and
 - (v) a mailing envelope.
- (2) The accidental omission to mail the material referred to in subsection (1) to any member or the non-receipt of the material does not invalidate an election.
- (3) A member who votes
- (a) must vote in accordance with the instructions enclosed with the ballot paper, and
 - (b) may vote for any number of candidates up to the number to be elected in the ward in which the member is entitled to vote.
- (4) The chief executive officer may issue a replacement ballot paper to a member who informs the chief executive officer in writing that the original ballot paper has been misplaced or spoiled or was not received.
- (5) The chief executive officer may issue a new set of ballot materials to a member who informs the chief executive officer in writing that the original ballot material sent to the member relates to a ward other than the one in which the member is entitled to vote.
- (6) A member who has voted must
- (a) place the ballot paper in the ballot envelope and seal the envelope,
 - (b) complete the declaration and sign it,
 - (c) place the sealed ballot envelope and the signed declaration in the mailing envelope and seal the mailing envelope, and
 - (d) deliver, or mail postage prepaid, the mailing envelope to the chief executive officer so that the ballot paper is received by the chief executive officer at least 60 days before the annual general meeting.
14. (1) A ballot paper must be rejected if it
- (a) contains, or is enclosed in an envelope that contains, a marking that could identify the voter,

- (b) contains votes for more candidates than the number to be elected in that ward.
 - (c) is dissimilar to those issued by the chief executive officer, or
 - (d) is received by the chief executive officer later than the date required under section 13 (6) (d).
- (2) A vote is void if it
- (a) is for a person other than a candidate whose name appears on the ballot paper as printed by the authority, or
 - (b) is ambiguous or unclear as to the candidate voted for.
15. The chief executive officer or a person appointed by the chief executive officer must supervise the counting of votes according to the following procedure:
- (a) each member who votes must be crossed off the voters list and all the ballot papers of a voter who submits more than one ballot paper must be rejected;
 - (b) each voter declaration must be read and the ballot paper of a voter who has not completed and signed the declaration correctly must be rejected;
 - (c) the ballot envelopes containing ballot papers must be separated by ward and mixed to prevent identification of voters;
 - (d) for each ward the ballot envelopes must be opened and the ballot papers removed;
 - (e) valid ballot papers must have all votes that are not void counted and recorded.
16. (1) The chief executive officer must declare elected the candidate or candidates who receive the greatest number of votes, up to the number of delegate members to be elected in each ward.
- (2) If not all candidates who are to be elected in a ward can be determined because of an equality of votes, the chief executive officer must
- (a) write on identical cards the name of each candidate whose election cannot be determined because of an equality of votes,
 - (b) place all the cards into a ballot box,
 - (c) draw from the ballot box by chance the number of cards necessary to make up the required number of delegate members from that ward, and

- (d) declare elected the candidate or candidates named on the card or cards drawn.
17. Promptly after determining which of the candidates have been elected as delegate members for a ward, and, in any event, no later than 45 days before the annual general meeting, the chief executive officer must notify each candidate of the outcome of the election and must provide to the newly elected delegate members
- (a) notice in writing of their election and of their entitlement to attend and vote at the upcoming annual general meeting, and
 - (b) notice of the annual general meeting in accordance with section 28.
18. A delegate member's term of office begins on the date of the annual general meeting in respect of which the delegate member was elected and expires on the day before the next following annual general meeting.
19. If a delegate member ceases to hold that office for any reason before the expiry of the delegate member's term of office, the directors must promptly appoint a member resident in the ward in which the vacating delegate member was elected to replace the vacating member for the balance of the vacating member's term.

Division 3 - Election of Directors

20. The members resident in a Francophone Ward referred to in Column A of section 11 are, in the aggregate, entitled to elect from among themselves one director.
21. (1) Sections 13 to 16 apply with the necessary changes and so far as is applicable to the election of directors.
- (2) Elections held under this Part must not include an election for a director for a ward unless the term of office of the director holding office for that ward will expire on the date of the annual general meeting that follows those elections.
22. Within 15 days after determining which of the candidates have been elected as directors, the chief executive officer must notify the Minister of Education and the candidates of the outcome of the election and must notify the president of the identity of the newly elected directors and the president, or in the absence of the president, the vice president, or in the absence of both, the chief executive officer must, no later than 45 days before the annual general meeting,
- (a) call a meeting of the directors to be held no later than 30 days before the date of the annual general meeting and

- (b) provide or cause to be provided to the newly elected directors
- (i) notice in writing of their election and of their entitlement to attend and vote at the upcoming directors' meeting.
 - (ii) notice of the directors' meeting, and
 - (iii) notice of the annual general meeting in accordance with section 28.

Division 4 - Election Review

23. A candidate who is not elected under this Part and who alleges that he or she should have been elected may, not more than 10 days after receiving notice of the outcome of the election, apply to court for an order declaring the applicant to be elected in place of the candidate declared by the chief executive officer to be elected under section 16 or 21, as the case may be.
24. The voting papers and other documents of an election must be retained by the chief executive officer for at least 14 days after the date on which the candidates are notified of the outcome of the election or if an application is made to court under section 23 until that application, including all appeals from it, is concluded.

PART 4

MEETINGS OF MEMBERS

25. (1) General meetings of the authority must be held in accordance with the regulation at the time and place the directors decide.
- (2) The directors must set the date of each annual general meeting and must notify the chief executive officer of the date so set at least 180 days before that date.
26. Every general meeting, other than an annual general meeting, is an extraordinary general meeting.
27. The directors may, when they think fit, convene an extraordinary general meeting.
28. (1) Not less than 14 days' notice of a general meeting must be given in writing to each director and to each delegate member at that member's registered address.
- (2) Notice of a general meeting must specify the place, day and hour of the meeting, and, in case of special business, the general nature of that business.

- (3) The accidental omission to give notice of a meeting to, or the non-receipt of a notice by, any of the directors or delegate members entitled to receive notice does not invalidate proceedings at that meeting.
 - (4) All directors and delegate members of the authority entitled to attend and vote at a general meeting may, by unanimous vote at the meeting or by unanimous consent in writing given before, during or after the meeting, waive or reduce the period of notice of the meeting.
 - (5) A director or delegate member may participate and vote in a general meeting by telephone or other means of communication if all participants at the meeting are able to communicate with each other.
 - (6) A director or delegate member who votes at a general meeting in a manner contemplated by subsection (5) is deemed, for the purposes of this Act, to vote in person at the meeting.
29. The first annual general meeting of the authority must be held not more than 15 months after the appointment by the Minister of Education of the first directors of the authority and, after that, an annual general meeting must be held at least once in every school year and not more than 15 months after the holding of the last preceding annual general meeting.

PART 5

PROCEEDINGS AT GENERAL MEETINGS

30. Special business is
- (a) all business at an extraordinary general meeting except the adoption of rules of order, and
 - (b) all business transacted at an annual general meeting, except
 - (i) the adoption of rules of order,
 - (ii) the consideration of the financial statements,
 - (iii) the report of the directors,
 - (iv) the report of the auditor,
 - (v) the election of directors,
 - (vi) the appointment of the auditor, if required, and
 - (vii) the other business that, under these articles, ought to be transacted at an annual general meeting, or business that is brought under consideration by the report of the directors issued with the notice convening the meeting.

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31. (1) No business, other than the election of a chair and the adjournment or termination of the meeting, may be conducted at a general meeting unless a quorum is present.
- (2) If at any time during a general meeting there ceases to be a quorum present, business then in progress must be suspended until there is a quorum present or until the meeting is adjourned or terminated.
- (3) A quorum is 3 delegate members present or such greater number as the delegate members may determine at a general meeting.
32. (1) If, within 30 minutes from the time appointed for a general meeting, a quorum is not present, the meeting must stand adjourned to the same day in the next week, at the same time and place.
- (2) If, at an adjourned meeting referred to in subsection (1), a quorum is not present within 30 minutes from the time appointed for the meeting, the delegate members present constitute a quorum.
33. Subject to section 34, the president or in that individual's absence, the vice president, or in the absence of both, one of the other directors present, must preside as chair of a general meeting.
34. The delegate members present at a general meeting must choose one of their number to be chair of the meeting if
- (a) there is no president, vice president or director present within 15 minutes after the time appointed for the holding of the meeting, or
- (b) the president, the vice president and all the other directors present are unwilling to chair the meeting.
35. (1) A general meeting may be adjourned from time to time and from place to place, but no business may be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (2) When a meeting is adjourned for 10 days or more, notice of the adjourned meeting must be given as in the case of the original meeting.
- (3) Except as provided in this section, it is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned general meeting.
36. (1) No resolution proposed at a meeting needs to be seconded and the chair of a meeting may move or propose a resolution.

- (2) In case of an equality of votes, the chair does not have a casting or second vote in addition to the vote to which he or she may be entitled as a delegate member and the proposed resolution does not pass.
37. (1) A delegate member present at a general meeting is entitled to one vote.
- (2) Voting is by show of hands.
- (3) Voting by proxy is not permitted.

PART 6

DIRECTORS AND OFFICERS

38. (1) The directors may exercise all the powers and do all the acts and things that the authority may exercise and do and that are not by these articles or by the regulation or otherwise lawfully directed or required to be exercised or done by the authority in general meeting, but subject, nevertheless, to
- (a) all laws affecting the authority,
- (b) these articles, and
- (c) rules, not being inconsistent with these articles, that are made from time to time by the authority in general meeting.
- (2) No rule, made by the authority in general meeting, invalidates a prior act of the directors that would have been valid if that rule had not been made.
39. The number of directors must be 5 or such other number as may be set out in the regulation.
40. (1) Subject to subsection (2), the term of office of a director is 2 years, beginning on the date of the annual general meeting in respect of which the director is elected and ending on the date of the second annual general meeting following the annual general meeting in respect of which the director was elected.
- (2) The first directors elected by members in the Fraser Valley Ward, the Vancouver Island South Ward and the Okanagan-Columbia-Northern British Columbia Ward are elected for a term ending on the date of the first annual general meeting to follow the annual general meeting in respect of which they were elected and the first directors elected by members in the Greater Vancouver Ward and the Vancouver Island North Ward are elected for a term ending on the date of the second annual general meeting to follow the annual general meeting in respect of which they were elected.

41. (1) If a director ceases to hold that office for any reason before the expiry of the director's term of office, the remaining directors must promptly appoint a member resident in the ward in which the vacating director was elected to replace the vacating director for the balance of the vacating director's term.
- (2) A director appointed under subsection (1) holds office for the unexpired portion of the term of the director he or she replaces.
- (3) No act or proceeding of the directors is invalid only by reason of there being in office fewer than the number of directors required under section 39.
42. If, by the end of a director's term of office, a successor for that director has not been elected in accordance with Division 3 of Part 3, the Minister of Education may appoint a person to hold that office for the term for which a successor would have been elected.

PART 7

PROCEEDINGS OF DIRECTORS

43. (1) The directors may meet together at the places they think fit to dispatch business, adjourn and otherwise regulate their meetings and proceedings, as they see fit.
- (2) At the first meeting of directors held in accordance with section 22 (a), the directors must elect from among themselves a president and a vice president.
- (3) The president is the chair of all directors' meetings, other than meetings of committees of directors, but if, at a directors' meeting, the president is not present within 30 minutes after the time appointed for the holding of the meeting, the vice president is to act as chair of the meeting and, in the absence of both the president and the vice president within that time, the directors present at the meeting must elect from among themselves an individual to act as the chair of the meeting.
- (4) A director may participate in a meeting of directors or of a committee of directors by telephone or other means of communication if all participants at the meeting are able to communicate with each other and a director so participating is for the purposes of these articles and all other purposes, including without limitation, for the purposes of determining whether a quorum is present at the meeting, deemed to be in attendance at the meeting.

- (5) The directors may from time to time fix the quorum necessary to transact business and unless so fixed the quorum is a majority of the directors then in office.
- (6) A director may at any time, and the chief executive officer, on the request of a director, must, convene a meeting of the directors.
44. (1) The directors may delegate any, but not all, of their powers to committees consisting of the director or directors they think fit.
- (2) A committee so formed must, in the exercise of the powers so delegated, conform to any rules imposed on it by the directors and must report every act or thing done in the exercise of those powers to the earliest meeting of the directors to be held next after it has been done.
45. The directors comprising a committee must, for a meeting of the committee, elect from among themselves a chair of the meeting.
46. The members of a committee may meet and adjourn as they think proper.
47. (1) For the first meeting of directors held immediately following the appointment or election of a director, it is not necessary to give notice of the meeting to the newly elected or appointed director for the meeting to be constituted, if a quorum of the directors is present.
- (2) A director who may be absent temporarily from British Columbia may, by letter, telegram, facsimile transmission, telex or cable; send or deliver to the address of the authority a waiver of notice of any meeting of the directors and may at any time withdraw the waiver, and until the waiver is withdrawn,
- (a) no notice of meetings of directors needs to be sent to that director, and
- (b) any and all meetings of the directors of the authority, notice of which has not been given to that director are, if a quorum of the directors is present, valid and effective.
48. (1) Questions arising at a meeting of the directors or of a committee of directors must be decided by a majority of votes.
- (2) In case of an equality of votes, the chair does not have a second or casting vote.
49. No resolution proposed at a meeting of directors or of a committee of directors needs to be seconded and the chair of the meeting may move or propose a resolution.
50. A resolution in writing, signed by all the directors and placed with the minutes of the directors, is as valid and effective as if regularly passed at a meeting of directors.

PART 8**SEAL**

51. The directors may provide a common seal for the authority and may destroy a seal and substitute a new seal in its place.
52. The common seal may be affixed only when authorized by a resolution of the directors and then only in the presence of the persons described in the resolution, or if no persons are described, in the presence of the president.

PART 9**NOTICES TO MEMBERS**

53. A notice may be given to a member, either personally or by mail, at that person's registered address.
54. A notice sent by mail is deemed to have been given on the second day following the day on which the notice is posted and, in proving that notice has been given, it is sufficient to prove the notice was properly addressed and put in a Canadian post office receptacle.
55. (1) Notice of a general meeting must be given to
- (a) every member who is a director or a delegate member on the day notice is given, and
 - (b) the auditor.
- (2) Subject to sections 17 and 22, no other person is entitled to receive a notice of general meeting.

PART 10**COPIES OF ARTICLES**

56. On being admitted to membership, each member is entitled to and the authority must, on request, give him or her, without charge, a copy of these articles.

APPENDIX**1. The Francophone wards comprise the following school districts:****Greater Vancouver Ward**

- (a) School District No. 36 (Surrey)
- (b) School District No. 37 (Delta)
- (c) School District No. 38 (Richmond)
- (d) School District No. 39 (Vancouver)
- (e) School District No. 40 (New Westminster)
- (f) School District No. 41 (Burnaby)
- (g) School District No. 43 (Coquitlam)
- (h) School District No. 44 (North Vancouver)
- (i) School District No. 45 (West Vancouver)

Fraser Valley Ward

- (a) School District No. 32 (Hope)
- (b) School District No. 33 (Chilliwack)
- (c) School District No. 34 (Abbotsford)
- (d) School District No. 35 (Langley)
- (e) School District No. 42 (Maple Ridge-Pitt Meadows)
- (f) School District No. 75 (Mission)
- (g) School District No. 76 (Agassiz-Harrison)

Vancouver Island North Ward

- (a) School District No. 46 (Sunshine Coast)
- (b) School District No. 47 (Powell River)
- (c) School District No. 48 (Howe Sound)
- (d) School District No. 64 (Gulf Island)
- (e) School District No. 66 (Lake Cowichan)
- (f) School District No. 68 (Nanaimo-Ladysmith)
- (g) School District No. 69 (Qualicum)
- (h) School District No. 70 (Alberni)
- (i) School District No. 71 (Courtenay)

- (j) School District No. 72 (Campbell River)
- (k) School District No. 84 (Vancouver Island West)
- (l) School District No. 85 (Vancouver Island North)

Vancouver Island South Ward

- (a) School District No. 61 (Greater Victoria)
- (b) School District No. 62 (Sooke)
- (c) School District No. 63 (Saanich)
- (d) School District No. 65 (Cowichan)

Okanagan-Columbia-Northern British Columbia

- (a) School District No. 1 (Fernie)
- (b) School District No. 2 (Cranbrook)
- (c) School District No. 3 (Kimberley)
- (d) School District No. 4 (Windemere)
- (e) School District No. 7 (Nelson)
- (f) School District No. 9 (Castlegar)
- (g) School District No. 10 (Arrow Lakes)
- (h) School District No. 11 (Trail)
- (i) School District No. 12 (Grand Forks)
- (j) School District No. 13 (Kettle Valley)
- (k) School District No. 14 (Southern Okanagan)
- (l) School District No. 15 (Penticton)
- (m) School District No. 16 (Keremeos)
- (n) School District No. 17 (Princeton)
- (o) School District No. 18 (Golden)
- (p) School District No. 19 (Revelstoke)
- (q) School District No. 21 (Armstrong-Spallumcheen)
- (r) School District No. 22 (Vernon)
- (s) School District No. 23 (Central Okanagan)
- (t) School District No. 24 (Kamloops)
- (u) School District No. 26 (North Thompson)

- (v) School District No. 27 (Cariboo-Chilcotin)
- (w) School District No. 28 (Quesnel)
- (x) School District No. 29 (Lillooet)
- (y) School District No. 30 (South Cariboo)
- (z) School District No. 31 (Merritt)
- (aa) School District No. 49 (Central Coast(Ocean Falls))
- (bb) School District No. 50 (Haida Gwaii/Queen Charlotte)
- (cc) School District No. 52 (Prince Rupert)
- (dd) School District No. 54 (Bulkley Valley)
- (ee) School District No. 55 (Burns Lake)
- (ff) School District No. 56 (Nechako)
- (gg) School District No. 57 (Prince George)
- (hh) School District No. 59 (Peace River South)
- (ii) School District No. 60 (Peace River North)
- (jj) School District No. 77 (Summerland)
- (kk) School District No. 80 (Kitimat)
- (ll) School District No. 81 (Fort Nelson)
- (mm) School District No. 86 (Creston-Kaslo)
- (nn) School District No. 87 (Stikine)
- (oo) School District No. 88 (Terrace)
- (pp) School District No. 89 (Shuswap)
- (qq) School District No. 92 (Nisga'a)

Schedule C

AFFIRMATION

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]*

SWORN/ AFFIRMED BEFORE ME

at _____, British Columbia,

this _____ day of _____

A commissioner for taking affidavits
for British Columbia

11/03/95 12:34

NOV 02 '95 05:18PM LEG&IND EDUCATION

XXXX

037

Schedule D

Oath of Office

I, _____ do [swear][solemnly affirm] that:

I am qualified to hold office as a director in the Francophone Education Authority and meet the director qualification requirements set out in the Francophone Education Regulation;

I have not knowingly contravened the articles of the Francophone Education Authority in relation to my election as a director;

I will abide by the Francophone Education Regulation and the articles of the Francophone Education Authority and I will faithfully perform the duties of my office, and will not allow any private interest to influence my conduct in public matters;

I will comply with the requirements of the Francophone Education Regulation that relate to conflict of interest and, in particular, I will comply with the requirements relating to disclosure of pecuniary and indirect pecuniary interest in a matter.

SWORN/ AFFIRMED BEFORE ME

at _____, British Columbia,

this _____ day of _____,

A commissioner for taking affidavits
for British Columbia

Schedule E

1. - The following ministerial orders apply for the purposes of section 17 (1):
 - (a) Provincial Fees Order, M140/89;
 - (b) School and Student Data Collection Order, M152/89;
 - (c) School Bus Order, M138/89;
 - (d) School District Annual Report Order, M156/94;
 - (e) Student Records Disclosure Order, M14/91;
 - (f) Support Services for Schools Order, M149/89;
 - (g) any order made by minister after the coming into force of this Schedule unless the order expressly states that it does not apply.
2. The following orders in council apply for the purposes of section 17 (1):
 - (a) Board Insurance Order, OIC 1390/87;
 - (b) Board of Examiners Order, OIC 793/94;
 - (c) Designation Order, OIC 2162/86;
 - (d) any order in council made after the coming into force of this Schedule that is expressly stated to apply.
3. Every regulation made under the *School Act* after the coming into force of this Schedule applies under section 17 (1) unless the regulation expressly states that it does not apply.

Schedule F

1. The following ministerial orders apply for the purposes of section 17 (2):
 - (a) Correspondence Education Order, M141/89;
 - (b) Designation of Purpose for Non-instructional Days Order, M122/93;
 - (c) Educational Program Guide Order, M165/93;
 - (d) General Requirements for Graduation from an Educational Program Order, M145/90;
 - (e) Graduation Requirements Order, M205/95;
 - (f) Investigation by Superintendent Order, M151/89;
 - (g) Local Programs Order, M147/89;
 - (h) Permanent Student Record Order, M190/91;
 - (i) Preapprenticeship, Career Preparation and Work Study/ Work Experience Programs Order, M139/89;
 - (j) Provincial Letter Grades Order, M192/94;
 - (k) Required Areas of Study in an Educational Program Order, M285/95;
 - (l) School Board Fees Order, M125/90;
 - (m) Special Needs Students Order, M150/89;
 - (n) Student Learning Assessment Order, M160/94;
 - (o) Student Progress Report Order, M191/94;
2. The following regulations apply for the purposes of section 17 (2):
 - (a) School Accreditation Regulation, BC Reg. 256/94;
 - (b) School Calendar Regulation, BC Reg. 189/93;
 - (c) sections 1, 3 to 7, 9, 10, 12 and 13 of and the Appendix to the School Regulation, BC Reg. 265/89;
3. The Work Study-Work Experience Order, OIC 3147/74 applies for the purposes of section 17 (2).

Prochaines étapes (selon M. G. Barr)

- nomination de 5 directeurs par la province
- Assoc. va supporter la mise en œuvre - faire appel à un consultant
- Ass. a déjà dépensé près de 75k^{\$}
- cette semaine - update par le man-

001545

des négociations

Roger
Hélène a parlé
à Martine
RZ

001546

4140-6-95



ASSOCIATION DES PARENTS FRANCOPHONES DE LA COLOMBIE-BRITANNIQUE

1555, 7e Avenue Ouest, bureau 223 Vancouver, Colombie-Britannique V6J 1S1

95.11.16

A. Michiel de Rog.

PAGE DE COUVERTURE POUR FACSIMILÉ

FACSIMILE COVER SHEET

DATE: 3 novembre 1995

VEUILLEZ REMETTRE LE MESSAGE SUIVANT A: Helaine Amoyne

PLEASE DELIVER THE FOLLOWING PAGES TO:

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819-953-9353

De: Martine Galois Barso

Tel. 736 5056

Nombre de pages: 39

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Regulation du conseil scolaire francophone régional

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Pour info:
et documentation
de

PROVINCE OF BRITISH COLUMBIA

ORDER OF THE LIEUTENANT GOVERNOR IN COUNCIL

Order in Council No 345 . Approved and Ordered NV.-21995



Lieutenant Governor

Executive Council Chambers, Victoria

On the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and consent of the Executive Council, orders that

- (a) subject to paragraph (b), the attached regulation is made, and
- (b) sections 3, 4 (1) to (2), (4) to (11), 5, 17 (2), and Schedule F come into force on July 1, 1996.

FEED FAX THIS END

FAX	
To:	<u>Martine</u>
Dept.:	_____
Fax No.:	_____
No. of Pages:	_____
From:	<u>Peter Owen</u>
Date:	_____
Company:	_____
Fax No.:	_____
Comments:	_____
<small>Post-It fax pad 7903E</small>	

DEPOSITED
NOV 02 1995
B.C. REG. <u>457/95</u>


Minister of Education


Presiding Member of the Executive Council

(This part is for administrative purposes only and is not part of the Order.)

Authority under which Order is made:

Act and section: School Act, Section 5(1)(a)

Other (specify): _____

1396/95/33

FRANCOPHONE EDUCATION REGULATION

PART 1

INTERPRETATION

Definitions

1. In this regulation:

"Act" means the *School Act*;

"eligible parent" means an individual who, under section 23 of the *Canadian Charter of Rights and Freedoms*, has the right to have his or her children receive primary and secondary instruction in French in British Columbia;

"eligible person" means

(a) an eligible parent, or

(b) an adult individual who, under section 23 of the *Canadian Charter of Rights and Freedoms*, would, if that individual had children, have the right to have his or her children receive primary and secondary instruction in French in British Columbia;

"eligible student" means a child of school age who has an eligible parent;

"Francophone administrative officer" means a person who is employed by a Francophone Education Authority as a director of instruction, a principal or a vice principal;

"Francophone Education Authority" means a corporation established under section 2;

"Francophone educational program" means an educational program, including, without limitation, linguistic and cultural components, provided to eligible students exclusively or primarily in French but does not include

(a) a course in French provided as part of an educational program provided primarily in English, or

(b) a French immersion program;

"Francophone school" means

- (a) a body of eligible students that is organized as a unit by a Francophone Education Authority for educational purposes under the supervision of a Francophone administrative officer,
- (b) the Francophone teachers and other staff members associated with the unit, and
- (c) the facilities associated with the unit;

"Francophone teacher" means a person holding a certificate of qualification who is employed by or otherwise under contract to a Francophone Education Authority to provide French educational programs to eligible students in a Francophone school, but does not include the chief executive officer of a Francophone Education Authority or a Francophone administrative officer.

"prescribed area" means the area referred to in Schedule A on the date of the coming into force of this regulation or such other area as the Lieutenant Governor in Council may prescribe over which a Francophone Education Authority has jurisdiction under this regulation.

PART 2

FRANCOPHONE EDUCATION AUTHORITY

Establishment of a Francophone Education Authority

2. (1) There is established as a Francophone Education Authority a corporation known as the Autorite Scolaire with the articles set out in Schedule B.
- (2) Nothing in subsection (1) prevents the Lieutenant Governor in Council from establishing additional Francophone Education Authorities.
- (3) The Lieutenant Governor in Council may appoint as the first directors of a Francophone Education Authority established under this regulation 5 eligible persons who the Lieutenant Governor in Council considers represent the interests of the eligible persons resident in British Columbia.
- (4) The first directors appointed under subsection (3) hold office for a term of not more than 15 months.
- (5) Membership in a Francophone Education Authority is limited to eligible persons resident in British Columbia.
- (6) Any eligible person resident in British Columbia may apply to become a member of a Francophone Education Authority by

providing to that corporation a sworn affirmation in the form set out in Schedule C and the corporation must, without charge, accept as a member any qualifying eligible person who so applies.

- (7) The directors of a Francophone Education Authority, other than the first directors appointed under subsection (3), must be elected from the members of the corporation in the manner, at the times and for the terms set out in the articles of the corporation.
- (8) The minister may appoint a member of a Francophone Education Authority to sit as a director of the Francophone Education Authority
 - (a) in the place and stead of a director who was to have been elected by the members of the Francophone Education Authority resident in a ward, if those members do not elect a director when and as required by the articles, or
 - (b) to fill a vacancy in the board of directors if that vacancy is not filled in accordance with the articles within 60 days after the office becomes vacant.
- (9) A Francophone Education Authority must employ an individual as the chief executive officer of the corporation.
- (10) The chief executive officer of a Francophone Education Authority
 - (a) is the corporate financial officer of the Francophone Education Authority,
 - (b) must be bonded as arranged for by the Francophone Education Authority in an amount that the corporation considers adequate, and
 - (c) under the general direction of the directors of the corporation,
 - (i) has general supervision and direction over the educational staff employed by the Francophone Education Authority,
 - (ii) is responsible for the general organization, administration, supervision and evaluation of all Francophone educational programs provided by the Francophone Education Authority, and
 - (iii) is responsible for the operation of Francophone schools in the corporation's prescribed area.
- (11) A Francophone Education Authority must hold at least one general meeting of members each school year in accordance with the articles and section 91 of the Act, as it applies for the purposes of this regulation, applies to each general meeting held by the corporation.

- (12) A Francophone Education Authority is a public sector employer within the meaning of the *Public Sector Employers Act* and, for the purposes of that Act, is to be included in
- (a) the sector, as defined by that Act, described in paragraph (c) of the definition of "public sector employer" in that Act, and
 - (b) any employers' association established under that Act for that sector.

Jurisdiction of a Francophone Education Authority

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.
- (2) Subject to subsection (3), an eligible student who is resident in a prescribed area is entitled to enroll in a Francophone educational program provided by the Francophone Education Authority having jurisdiction over that prescribed area.
- (3) An application to enroll under subsection (2) must include a sworn affirmation of one of the parents of the eligible student in the form set out in Schedule C unless at least one of the parents of that eligible student is a member of the Francophone Education Authority at the time that the application to enroll is made.
- (4) Section 3 of the Act applies to an eligible student except that the educational program in which the eligible student is required to enroll and participate may be a Francophone educational program provided by a Francophone Education Authority and an eligible student who enrolls and participates in a Francophone educational program provided by a Francophone Education Authority and who otherwise complies with section 3 of the Act is deemed to have satisfied the requirements of section 3 of the Act.

Provision of Francophone educational program

4. (1) Subject to this regulation and the enactments 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 enroll in a Francophone educational program provided by the Francophone Education Authority.
- (2) A Francophone Education Authority may provide, in its prescribed area or elsewhere, a Francophone educational program to eligible students referred to in subsection (1).

- (3) A Francophone Education Authority must, for the first school year in which it provides a Francophone educational program to any eligible students, attempt, on terms and conditions the directors consider appropriate, to fill any available teaching positions with individuals who
- (a) are or were, in the immediately preceding school year, employed by a board to teach Programme cadre de français in the Francophone Education Authority's prescribed area, and
 - (b) are, in the opinion of the directors, qualified and suitable for the available positions.
- (4) A Francophone Education Authority complies with subsection (1) if
- (a) the Francophone educational program is provided by the Francophone Education Authority,
 - (b) with the agreement of another Francophone Education Authority, the Francophone educational program is provided by that other Francophone Education Authority, or
 - (c) with the agreement of a board of a school district that is outside of a prescribed area, the Francophone educational program is provided by that board.
- (5) A Francophone Education Authority may assign and reassign eligible students to specific Francophone educational programs referred to in subsection (4).
- (6) Subject to subsections (7) and (11), a Francophone Education Authority must not provide an educational program to any person other than an eligible student resident in the prescribed area over which the Francophone Education Authority has jurisdiction.
- (7) A Francophone Education Authority may provide a Francophone educational program to an eligible student who is resident outside of the prescribed area if the Francophone Education Authority first obtains the consent to do so from
- (a) the parent of the eligible student, and
 - (b) the Francophone Education Authority having jurisdiction over the prescribed area in which the eligible student resides or, if there is no such Francophone Education Authority, the board for the school district in which the eligible student resides.
- (8) Without limiting any of its rights or powers under this regulation, a Francophone Education Authority may enter into agreements with other Francophone Education Authorities or with boards for the purposes of subsection (7).

- (9) A Francophone Education Authority may recognize as part of an eligible student's Francophone educational program an educational activity that is not provided by the Francophone Education Authority.
- (10) Subject to the enactments referred to in section 17, a Francophone Education Authority is responsible for evaluating all of the Francophone educational programs and services that it provides, including services provided under an agreement under section 104 (1) (a) of the Act, as it applies for the purposes of this regulation.
- (11) Subject to the enactments referred to in section 17, a Francophone Education Authority may permit a person who is older than school age but who is the child of an eligible parent to attend a Francophone educational program provided by that Francophone Education Authority in accordance with any terms and conditions specified by the Francophone Education Authority.

Home education

5. (1) If a parent of an eligible student wishes to educate that eligible student at home or at a location other than a school or a Francophone school, the parent must provide that eligible student with an educational program and must register the eligible student, on or before September 30 in each year,
 - (a) in accordance with section 13 of the Act, in which case Division 4 of Part 2 of the Act applies, or
 - (b) with a Francophone school that is operating in the prescribed area in which the eligible student resides.
- (2) Despite section 13 (4) of the Act, a parent does not commit an offence if that parent complies with subsection (1) (b).
- (3) If a parent wishes to register the eligible student with a Francophone school in accordance with subsection (1) (b), the Francophone Education Authority having jurisdiction over the Francophone school must ensure that the Francophone administrative officer of the Francophone school registers the eligible student.
- (4) A Francophone school that registers an eligible student under this section must provide the eligible student with access to educational services in accordance with this regulation and the enactments referred to in section 17.

Official trustee

6. (1) The Lieutenant Governor in Council may appoint an official trustee to conduct the affairs of a Francophone Education Authority if, in the opinion of the Lieutenant Governor in Council,
- (a) the Francophone Education Authority is in serious financial jeopardy,
 - (b) there is substantial non-compliance with this regulation or any of the enactments referred to in section 17, or
 - (c) there is substantial non-performance of the duties of the Francophone Education Authority.
- (2) On the appointment of an official trustee to conduct the affairs of a Francophone Education Authority, the directors of the Francophone Education Authority cease to hold office.
- (3) The Lieutenant Governor in Council may remove an official trustee and order that elections be held in accordance with the articles of the Francophone Education Authority or may appoint directors to hold office for the Francophone Education Authority until the next annual general meeting of the Francophone Education Authority.

PART 3**FINANCING OF FRANCOPHONE EDUCATION AUTHORITIES****Financing**

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.
- (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.

- (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.
- (4) A Francophone Education Authority that receives money under subsection (2) must spend that money for capital expenses.
- (5) The minister may from time to time vary a direction provided to a Francophone Education Authority under subsection (3).
- (6) The Minister of Finance and Corporate Relations may determine the manner and frequency of payments of all grants to a Francophone Education Authority under this section.
- (7) On the recommendation of the Minister of Education, the Minister of Finance and Corporate Relations may withhold or reduce a grant payable to a Francophone Education Authority under this regulation, if
 - (a) the duties of the chief executive officer of the Francophone Education Authority are not being discharged satisfactorily,
 - (b) the Francophone Education Authority has not conducted its affairs in accordance with this regulation and the enactments referred to in section 17,
 - (c) each school building or portion of a school building used by the Francophone Education Authority in the prescribed area over which it has jurisdiction, together with its equipment, has not been established or maintained to the satisfaction of the Minister of Education,
 - (d) the board of directors has not transmitted, within the time provided by this regulation or the enactments referred to in section 17 or, if no such time is provided, in a timely fashion, all reports, statements or returns required by the Minister of Education,
 - (e) the operating expenses of the Francophone Education Authority have been reduced during a strike or lockout as defined in the *Labour Relations Code*, or
 - (f) the Francophone Education Authority has not budgeted or spent the moneys provided to it under this regulation in accordance with subsections (3) and (4).

Annual budget

8. (1) On or before March 15 of each year, a Francophone Education Authority must submit to the minister any information that the minister requests respecting revenue or other financial matters.
- (2) The board of directors of a Francophone Education Authority must by bylaw adopt,
- (a) on or before February 28 in a year, the final budget for the Francophone Education Authority for that fiscal year, and
 - (b) on or before April 27 in a year, the preliminary budget for the Francophone Education Authority for the next fiscal year.
- (3) The bylaws referred to in subsection (2) must be in the form specified by the minister and the directors of the Francophone Education Authority must, immediately after adopting a bylaw referred to in subsection (2), send a certified copy of that adopted bylaw to the minister.
- (4) The annual budgets of a Francophone Education Authority referred to in subsection (2) must be in the form specified by the minister and must consist of the following:
- (a) detailed estimates of operating expenses of the Francophone Education Authority for the next fiscal year;
 - (b) detailed estimates of local capital expenses of the Francophone Education Authority for the next fiscal year;
 - (c) detailed estimates of revenue of the Francophone Education Authority for the next fiscal year from all sources;
 - (d) estimates of any surplus operating reserves that the Francophone Education Authority plans to appropriate for the next fiscal year;
 - (e) estimates of any operating deficit that the Francophone Education Authority must fund in the next fiscal year.
- (5) The estimates included in the annual budgets referred to in subsection (4) must not exceed the amount of money provided to the Francophone Education Authority under section 7 plus the local revenues and appropriated operating reserves.
- (6) If a Francophone Education Authority has established a trust fund under section 170 of the Act, as it applies for the purposes of this regulation, any projected deficit in the account for the current fiscal year may be included in the annual budget compiled under subsection (4), unless the terms of the trust fund provide otherwise.

Short term borrowing

- 9. (1) A Francophone Education Authority must not borrow, except that the Francophone Education Authority may, with the permission of the minister, borrow to meet current operating expenses.
- (2) The Francophone Education Authority must pay out of the money provided to it under section 7 in a fiscal year, any interest charges that are payable in that fiscal year as the result of borrowings under subsection (1).

Designation of expenses

- 10. The expenses of a Francophone Education Authority must be designated and classified in the records of that Francophone Education Authority in accordance with the requirements of the minister.

Interests in land

- 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) contributions 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 so acquired.

PART 4 DIRECTORS

Oath of office

12. (1) A person appointed or elected as a director of a Francophone Education Authority must make an oath of office, by oath or solemn affirmation, in the form set out in Schedule D, within the following applicable time limit:
- (a) in the case of a person appointed as a director by the Lieutenant Governor in Council under section 2 (3) or (8), within 45 days after the effective date of the appointment;
 - (b) in the case of a person elected in accordance with the articles of the Francophone Education Authority, within 45 days after the declaration of the results of the election;
 - (c) in the case of a person elected by acclamation in accordance with the articles of the Francophone Education Authority, within 50 days after the declaration of the results of the election.
- (2) Section 59 (2) and (3) of the Act as it applies for the purposes of this regulation applies in respect of the oath referred to in subsection (1) of this section.
- (3) If a person appointed or elected as a director of a Francophone Education Authority does not make the oath required by subsection (1) within the time limit set by that subsection, the office to which that person was appointed or elected is deemed to be vacant and the person is disqualified from holding office as a director until the next election of the directors of the Francophone Education Authority.

Vacancy in office of director

13. (1) If a director of a Francophone Education Authority is continuously absent from meetings of the board of directors of the Francophone Education Authority for a period of 3 consecutive months, unless the absence is because of illness or is with the permission of the board of directors, the office of the director is deemed to be vacant and the person who held the office is disqualified from holding office as a director until the next election of directors of the Francophone Education Authority.
- (2) An office declared vacant under section 83 of the Act, as it applies for the purposes of this regulation, must remain vacant if the decision declaring the office vacant is appealed and no appointment or election to fill the office may be made or held until the earlier of
- (a) the final determination of the matter, and
 - (b) the next election of directors of the Francophone Education Authority.

Articles

14. (1) The articles of a Francophone Education Authority must not be altered other than in accordance with this section.
- (2) The chief executive officer of the Francophone Education Authority must file with the minister a certified copy of each bylaw or resolution that purports to alter the articles of the Francophone Education Authority within 10 days after the passage of the bylaw or resolution.
- (3) The minister may disallow a bylaw or resolution filed under subsection (2) within 60 days after its filing.
- (4) An alteration to the articles referred to in this section comes into force,
- (a) if the bylaw or resolution filed under subsection (2) is approved by the minister, when that approval is given, or
 - (b) if the bylaw or resolution is not approved by the minister, 60 days after the date on which the bylaw or resolution is filed with the minister under subsection (2) unless the bylaw or resolution is disallowed by the minister under subsection (3).

Passage of bylaws and resolutions

15. (1) Bylaws and resolutions not inconsistent with this regulation and the enactments referred to in section 17 may be passed by a Francophone Education Authority and its directors.

- (2) Before it is passed, a bylaw of the board of directors of a Francophone Education Authority must be given 3 distinct readings.
- (3) Subject to subsection (4), at each of the readings of a bylaw, the bylaw must be read in full.
- (4) A reading of a bylaw may, if a written or printed copy of the bylaw is in the possession of each director and is available to each member of the corporation in attendance at the meeting at which the bylaw is to be read, consist of a description of the bylaw by
 - (a) its title, and
 - (b) a summary of its contents.
- (5) The directors must not give a bylaw more than 2 readings at any one meeting unless the directors who are present at the meeting unanimously agree to give the bylaw all 3 readings at that meeting.

Indemnification against proceedings

16. (1) In this section a reference to a director or employee includes a former director or employee.
- (2) The board of directors of a Francophone Education Authority may by bylaw provide that the Francophone Education Authority will indemnify a director or employee of the Francophone Education Authority
- (a) against a claim for damages against a director or employee of the Francophone Education Authority arising out of the performance of his or her duties, or
 - (b) if an inquiry under Part 2 of the *Inquiry Act* or other proceeding involves the administration and conduct of the business of the Francophone Education Authority
- and, in addition, may pay legal costs incurred in proceedings arising out of the claim or inquiry or other proceeding.
- (3) The board of directors of a Francophone Education Authority may, by an affirmative vote of not less than 2/3 of all of the directors of the corporation, cause the Francophone Education Authority to pay
- (a) any sum required to indemnify a director or employee of the Francophone Education Authority if a prosecution arises out of the performance of his or her duties, and
 - (b) costs necessarily incurred,

but the Francophone Education Authority must not pay a fine imposed on a director or employee as a result of his or her conviction.

(4) A Francophone Education Authority must not seek indemnity against a director or employee of the Francophone Education Authority in respect of any action of the director or employee that results in a claim for damages against the Francophone Education Authority, but the Francophone Education Authority may seek indemnity

- (a) against a director or employee if the claim for damages arises out of the gross negligence of the director or employee, or
- (b) against an employee if, in relation to the action that gave rise to the claim for damages, the employee willfully acted contrary to
 - (i) the terms of his or her employment, or
 - (ii) an order of a superior.

PART 5

APPLICATION OF THE SCHOOL ACT

Application of the Act

17. (1) Any orders made by the minister under section 182 of the Act and referred to in Schedule E, any orders in council referred to in Schedule E, any regulations made by the Lieutenant Governor in Council under the Act and referred to in Schedule E, and sections 15 to 21, 24, 25, 26 to 28, 59 (2) to (4), 75 to 83 (1) and (2), 84, 85 (2) to (5), 87 (3) to (5), 88 to 93, 95, 96.1, 99, 102, 103 (1) and (2) (a) to (c), 104, 105, 108 to 112, 115 (1) and (3), 119, 122, 126 (1) (b), 153, 170 (1), (3), (4), (5), (8) and (9), 171 to 180 of the Act apply to a Francophone Education Authority and to eligible students and their parents and for that purpose a reference in those orders, orders in council, regulations or sections to a word or phrase referred to in Column A is to be read as having the meaning shown for that word or phrase in Column B.

Column A

Column B

- | | |
|---------------------------------|--|
| (a) an administrative officer | a Francophone administrative officer |
| (b) an assistant superintendent | the chief executive officer of a Francophone Education Authority |
| (c) a board | subject to subsection (3), a Francophone Education Authority |

(d) children	children who are eligible students
(e) a district	a prescribed area
(f) an educational program	a Francophone educational program
(g) an elector	a member of a Francophone Education Authority
(h) a school	a Francophone school
(i) a school board	a Francophone Education Authority
(j) a school district	a prescribed area
(k) a secretary-treasurer	the chief executive officer of a Francophone Education Authority
(l) a student	a person enrolled in a Francophone educational program provided by a Francophone Education Authority
(m) a superintendent	the chief executive officer of a Francophone Education Authority
(n) a teacher	a Francophone teacher
(o) a trustee	a director of a Francophone Education Authority

(2) Any orders made by the minister under section 182 of the Act and referred to in Schedule F, any orders in council referred to in Schedule F, any regulations made by the Lieutenant Governor in Council under the Act and referred to in Schedule F and sections 4, 6 to 11, 25.1, 96, 97, 98, 100, 101, 103 (2) (d) to (k) and (3), 106 (1) and 191 of the Act apply to a Francophone Education Authority and to eligible students and their parents and for that purpose a reference in those orders, orders in council, regulations or sections to a word or phrase referred to in Column A of subsection (1) is to be read as having the meaning shown for that word or phrase in Column B of that subsection.

(3) The following references to a board are to be read as being references to the board of directors of a Francophone Education Authority:

(a) the references to a board in sections 15 (6) and (7), 78 (1) and (3), 85 (3) and (4), 87 (3) to (5), 88, 89 and 91 of the Act as they apply for the purposes of this regulation;

- (b) the first reference to a board in each of sections 85 (5), 171 (4) and 175 (1) (d) and (2) of the Act as they apply for the purposes of this regulation;
 - (c) the second reference to a board in each of subsections (1) and (2) of section 81 of the Act as it applies for the purposes of this regulation;
 - (d) the reference to a board in section 11 (3) of the Act as it applies for the purposes of this regulation.
- (4) If, in a provision of an order, an order in council, a regulation or the Act, as that provision applies for the purposes of this regulation, a reference is made to a section of the Act, that reference is, for the purposes of this regulation, deemed to be a reference to that section of the Act as it is to be read under this section.

Accounting procedures under the *School Act*

18. For the purposes of this Part, the accounting procedures generally accepted for Francophone Education Authorities in British Columbia are deemed to be the same as the accounting procedures generally accepted for boards in British Columbia.

School medical officer

19. A school medical officer appointed for a school district under section 107 of the Act has the same rights, powers and duties in respect of Francophone schools located in the school district as that medical officer has for schools in that district.

Conflicts

20. If there is a conflict between this regulation and section 103 (1) of the Act, as it applies for the purposes of this regulation, this regulation prevails.

Schedule A

The prescribed area for the Autorite Scolaire is that portion of the province of British Columbia that comprises the following school districts:

- (a) School District No. 33 (Chilliwack);
- (b) School District No. 34 (Abbotsford);
- (c) School District No. 35 (Langley);
- (d) School District No. 36 (Surrey);
- (e) School District No. 37 (Delta);
- (f) School District No. 38 (Richmond);
- (g) School District No. 39 (Vancouver);
- (h) School District No. 40 (New Westminster);
- (i) School District No. 41 (Burnaby);
- (j) School District No. 42 (Maple Ridge- Pitt Meadows);
- (k) School District No. 43 (Coquitlam);
- (l) School District No. 44 (North Vancouver);
- (m) School District No. 45 (West Vancouver);
- (n) School District No. 61 (Greater Victoria);
- (o) School District No. 62 (Sooke);
- (p) School District No. 63 (Saanich);
- (q) School District No. 65 (Cowichan);
- (r) School District No. 75 (Mission).

Schedule B**ARTICLES****ARTICLES OF _____****PART 1****INTERPRETATION**

1. In these articles, unless the context otherwise requires:

"address of the authority" means _____

"auditor" includes a partnership of auditors;

"authority" means _____;

"delegate member" means a member of the authority elected as a delegate member under Division 2 of Part 3:

"directors" means the directors of the authority for the time being;

"Francophone ward" means a ward referred to in the Appendix;

"ordinary resolution" means

- (a) a resolution passed in general meeting by the delegate members of the authority by a simple majority of the votes cast in person, or

- (b) a resolution that has been submitted to the delegate members and consented to in writing by 75% of the delegate members who would have been entitled to vote on it in person at a general meeting of the authority; and a resolution so consented to is deemed to be an ordinary resolution passed at a general meeting of the authority;

"registered address" of a member means his or her address as recorded in the register of members;

"regulation" means the Francophone Education Regulation;

"special resolution" means

- (a) a resolution, passed in general meeting by a majority of not less than 75% of the votes of those delegate members who, being entitled to do so, vote in person,

- (i) of which not less than 14 days' notice, specifying the intention to propose the resolution as a special resolution, has been given, or

- (ii) if every delegate member entitled to attend and vote at the meeting so agrees, at a meeting of which less than 14 days' notice has been given, or
 - (b) a resolution consented to in writing by every delegate member who would have been entitled to vote on it in person at a general meeting of the authority; and a resolution so consented to is deemed to be a special resolution passed at a general meeting of the authority.
2. Words importing the singular include the plural and vice versa.
 3. The definitions in the regulation and in the *Interpretation Act* on the date that these articles become effective apply to these articles.

PART 2

MEMBERSHIP

4. The members of the authority are those individuals who are qualified under the regulation to become members and who have been accepted as members by the authority.
5. Every member must comply with these articles.
6. The authority must not charge its members any membership dues or other fees or assessments.
7. A person ceases to be a member of the authority
 - (a) by delivering his or her resignation in writing to the chief executive officer of the authority or by mailing or delivering it to the address of the authority, or
 - (b) on his or her death.
8. Members who are not delegate members are not entitled to attend or to vote at general meetings of the authority but are entitled, in accordance with Part 3, to elect delegate members and directors for the authority.

PART 3

ELECTIONS

Division 1 - Call for Candidates

9. The chief executive officer of the authority must, at least 150 days before the date of each annual general meeting, provide notice to all members of the authority of the upcoming annual general meeting and request members who are prepared to stand for election as delegate members or

as directors to declare their intentions within 30 days of their receipt of the notice.

- 10. Members of the authority, including members who are already serving as delegate members or directors, who are prepared to stand for election as delegate members or directors in wards in which elections for those offices are to held must, at least 120 days before the annual general meeting, provide to the chief executive officer a written statement, signed by the member, by which the member agrees to stand for election as delegate member or director and identifies the ward in which that member is prepared to stand for that election.

Division 2 – Delegate Member Elections

- 11. The members resident in a Francophone Ward referred to in Column A are, in the aggregate, entitled to elect from among themselves the number of delegate members shown opposite that ward in Column B.

Column A	Column B
Greater Vancouver Ward	4
Fraser Valley Ward	2
Vancouver Island North Ward	3
Vancouver Island South Ward	2
Okanagan-Columbia-Northern British Columbia Ward	4

- 12. A delegate member elected under section 11 is entitled to attend and vote at any general meeting of the authority.
- 13. (1) At least 90 days before the annual general meeting, the chief executive officer must,
 - (a) in respect of a ward for which the number of candidates who have declared themselves willing to stand for election as delegate members does not exceed the number of delegate members to be elected in that ward, declare that those candidates are elected as delegate members in that ward, or
 - (b) in respect of a ward for which the number of candidates for delegate members exceeds the number to be elected, mail to each member resident in the ward
 - (i) a ballot paper containing, in alphabetical order, the names of all candidates for delegate members in the ward in which the member is entitled to vote and stating

- the number of delegate members to be elected in that ward,
- (ii) instructions respecting the marking of the ballot paper and of its return to the authority,
 - (iii) a ballot envelope,
 - (iv) a declaration, and
 - (v) a mailing envelope.
- (2) The accidental omission to mail the material referred to in subsection (1) to any member or the non-receipt of the material does not invalidate an election.
- (3) A member who votes
- (a) must vote in accordance with the instructions enclosed with the ballot paper, and
 - (b) may vote for any number of candidates up to the number to be elected in the ward in which the member is entitled to vote.
- (4) The chief executive officer may issue a replacement ballot paper to a member who informs the chief executive officer in writing that the original ballot paper has been misplaced or spoiled or was not received.
- (5) The chief executive officer may issue a new set of ballot materials to a member who informs the chief executive officer in writing that the original ballot material sent to the member relates to a ward other than the one in which the member is entitled to vote.
- (6) A member who has voted must
- (a) place the ballot paper in the ballot envelope and seal the envelope,
 - (b) complete the declaration and sign it,
 - (c) place the sealed ballot envelope and the signed declaration in the mailing envelope and seal the mailing envelope, and
 - (d) deliver, or mail postage prepaid, the mailing envelope to the chief executive officer so that the ballot paper is received by the chief executive officer at least 60 days before the annual general meeting.
14. (1) A ballot paper must be rejected if it
- (a) contains, or is enclosed in an envelope that contains, a marking that could identify the voter,

- (b) contains votes for more candidates than the number to be elected in that ward.
 - (c) is dissimilar to those issued by the chief executive officer, or
 - (d) is received by the chief executive officer later than the date required under section 13 (6) (d).
- (2) A vote is void if it
- (a) is for a person other than a candidate whose name appears on the ballot paper as printed by the authority, or
 - (b) is ambiguous or unclear as to the candidate voted for.
15. The chief executive officer or a person appointed by the chief executive officer must supervise the counting of votes according to the following procedure:
- (a) each member who votes must be crossed off the voters list and all the ballot papers of a voter who submits more than one ballot paper must be rejected;
 - (b) each voter declaration must be read and the ballot paper of a voter who has not completed and signed the declaration correctly must be rejected;
 - (c) the ballot envelopes containing ballot papers must be separated by ward and mixed to prevent identification of voters;
 - (d) for each ward the ballot envelopes must be opened and the ballot papers removed;
 - (e) valid ballot papers must have all votes that are not void counted and recorded.
16. (1) The chief executive officer must declare elected the candidate or candidates who receive the greatest number of votes, up to the number of delegate members to be elected in each ward.
- (2) If not all candidates who are to be elected in a ward can be determined because of an equality of votes, the chief executive officer must
- (a) write on identical cards the name of each candidate whose election cannot be determined because of an equality of votes,
 - (b) place all the cards into a ballot box,
 - (c) draw from the ballot box by chance the number of cards necessary to make up the required number of delegate members from that ward, and

- (d) declare elected the candidate or candidates named on the card or cards drawn.
17. Promptly after determining which of the candidates have been elected as delegate members for a ward, and, in any event, no later than 45 days before the annual general meeting, the chief executive officer must notify each candidate of the outcome of the election and must provide to the newly elected delegate members
- (a) notice in writing of their election and of their entitlement to attend and vote at the upcoming annual general meeting, and
 - (b) notice of the annual general meeting in accordance with section 28.
18. A delegate member's term of office begins on the date of the annual general meeting in respect of which the delegate member was elected and expires on the day before the next following annual general meeting.
19. If a delegate member ceases to hold that office for any reason before the expiry of the delegate member's term of office, the directors must promptly appoint a member resident in the ward in which the vacating delegate member was elected to replace the vacating member for the balance of the vacating member's term.

Division 3 - Election of Directors

20. The members resident in a Francophone Ward referred to in Column A of section 11 are, in the aggregate, entitled to elect from among themselves one director.
21. (1) Sections 13 to 16 apply with the necessary changes and so far as is applicable to the election of directors.
- (2) Elections held under this Part must not include an election for a director for a ward unless the term of office of the director holding office for that ward will expire on the date of the annual general meeting that follows those elections.
22. Within 15 days after determining which of the candidates have been elected as directors, the chief executive officer must notify the Minister of Education and the candidates of the outcome of the election and must notify the president of the identity of the newly elected directors and the president, or in the absence of the president, the vice president, or in the absence of both, the chief executive officer must, no later than 45 days before the annual general meeting,
- (a) call a meeting of the directors to be held no later than 30 days before the date of the annual general meeting and

- (b) provide or cause to be provided to the newly elected directors
 - (i) notice in writing of their election and of their entitlement to attend and vote at the upcoming directors' meeting.
 - (ii) notice of the directors' meeting, and
 - (iii) notice of the annual general meeting in accordance with section 28.

Division 4 – Election Review

- 23. A candidate who is not elected under this Part and who alleges that he or she should have been elected may, not more than 10 days after receiving notice of the outcome of the election, apply to court for an order declaring the applicant to be elected in place of the candidate declared by the chief executive officer to be elected under section 16 or 21, as the case may be.
- 24. The voting papers and other documents of an election must be retained by the chief executive officer for at least 14 days after the date on which the candidates are notified of the outcome of the election or if an application is made to court under section 23 until that application, including all appeals from it, is concluded.

PART 4

MEETINGS OF MEMBERS

- 25. (1) General meetings of the authority must be held in accordance with the regulation at the time and place the directors decide.
(2) The directors must set the date of each annual general meeting and must notify the chief executive officer of the date so set at least 180 days before that date.
- 26. Every general meeting, other than an annual general meeting, is an extraordinary general meeting.
- 27. The directors may, when they think fit, convene an extraordinary general meeting.
- 28. (1) Not less than 14 days' notice of a general meeting must be given in writing to each director and to each delegate member at that member's registered address.
(2) Notice of a general meeting must specify the place, day and hour of the meeting, and, in case of special business, the general nature of that business.

- (3) The accidental omission to give notice of a meeting to, or the non-receipt of a notice by, any of the directors or delegate members entitled to receive notice does not invalidate proceedings at that meeting.
 - (4) All directors and delegate members of the authority entitled to attend and vote at a general meeting may, by unanimous vote at the meeting or by unanimous consent in writing given before, during or after the meeting, waive or reduce the period of notice of the meeting.
 - (5) A director or delegate member may participate and vote in a general meeting by telephone or other means of communication if all participants at the meeting are able to communicate with each other.
 - (6) A director or delegate member who votes at a general meeting in a manner contemplated by subsection (5) is deemed, for the purposes of this Act, to vote in person at the meeting.
29. The first annual general meeting of the authority must be held not more than 15 months after the appointment by the Minister of Education of the first directors of the authority and, after that, an annual general meeting must be held at least once in every school year and not more than 15 months after the holding of the last preceding annual general meeting.

PART 5

PROCEEDINGS AT GENERAL MEETINGS

30. Special business is
- (a) all business at an extraordinary general meeting except the adoption of rules of order, and
 - (b) all business transacted at an annual general meeting, except
 - (i) the adoption of rules of order,
 - (ii) the consideration of the financial statements,
 - (iii) the report of the directors,
 - (iv) the report of the auditor,
 - (v) the election of directors,
 - (vi) the appointment of the auditor, if required, and
 - (vii) the other business that, under these articles, ought to be transacted at an annual general meeting, or business that is brought under consideration by the report of the directors issued with the notice convening the meeting.

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31. (1) No business, other than the election of a chair and the adjournment or termination of the meeting, may be conducted at a general meeting unless a quorum is present.
- (2) If at any time during a general meeting there ceases to be a quorum present, business then in progress must be suspended until there is a quorum present or until the meeting is adjourned or terminated.
- (3) A quorum is 3 delegate members present or such greater number as the delegate members may determine at a general meeting.
32. (1) If, within 30 minutes from the time appointed for a general meeting, a quorum is not present, the meeting must stand adjourned to the same day in the next week, at the same time and place.
- (2) If, at an adjourned meeting referred to in subsection (1), a quorum is not present within 30 minutes from the time appointed for the meeting, the delegate members present constitute a quorum.
33. Subject to section 34, the president or in that individual's absence, the vice president, or in the absence of both, one of the other directors present, must preside as chair of a general meeting.
34. The delegate members present at a general meeting must choose one of their number to be chair of the meeting if
- (a) there is no president, vice president or director present within 15 minutes after the time appointed for the holding of the meeting, or
- (b) the president, the vice president and all the other directors present are unwilling to chair the meeting.
35. (1) A general meeting may be adjourned from time to time and from place to place, but no business may be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (2) When a meeting is adjourned for 10 days or more, notice of the adjourned meeting must be given as in the case of the original meeting.
- (3) Except as provided in this section, it is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned general meeting.
36. (1) No resolution proposed at a meeting needs to be seconded and the chair of a meeting may move or propose a resolution.

- (2) In case of an equality of votes, the chair does not have a casting or second vote in addition to the vote to which he or she may be entitled as a delegate member and the proposed resolution does not pass.
37. (1) A delegate member present at a general meeting is entitled to one vote.
- (2) Voting is by show of hands.
- (3) Voting by proxy is not permitted.

PART 6

DIRECTORS AND OFFICERS

38. (1) The directors may exercise all the powers and do all the acts and things that the authority may exercise and do and that are not by these articles or by the regulation or otherwise lawfully directed or required to be exercised or done by the authority in general meeting, but subject, nevertheless, to
- (a) all laws affecting the authority,
- (b) these articles, and
- (c) rules, not being inconsistent with these articles, that are made from time to time by the authority in general meeting.
- (2) No rule, made by the authority in general meeting, invalidates a prior act of the directors that would have been valid if that rule had not been made.
39. The number of directors must be 5 or such other number as may be set out in the regulation.
40. (1) Subject to subsection (2), the term of office of a director is 2 years, beginning on the date of the annual general meeting in respect of which the director is elected and ending on the date of the second annual general meeting following the annual general meeting in respect of which the director was elected.
- (2) The first directors elected by members in the Fraser Valley Ward, the Vancouver Island South Ward and the Okanagan-Columbia-Northern British Columbia Ward are elected for a term ending on the date of the first annual general meeting to follow the annual general meeting in respect of which they were elected and the first directors elected by members in the Greater Vancouver Ward and the Vancouver Island North Ward are elected for a term ending on the date of the second annual general meeting to follow the annual general meeting in respect of which they were elected.

41. (1) If a director ceases to hold that office for any reason before the expiry of the director's term of office, the remaining directors must promptly appoint a member resident in the ward in which the vacating director was elected to replace the vacating director for the balance of the vacating director's term.
- (2) A director appointed under subsection (1) holds office for the unexpired portion of the term of the director he or she replaces.
- (3) No act or proceeding of the directors is invalid only by reason of there being in office fewer than the number of directors required under section 39.
42. If, by the end of a director's term of office, a successor for that director has not been elected in accordance with Division 3 of Part 3, the Minister of Education may appoint a person to hold that office for the term for which a successor would have been elected.

PART 7

PROCEEDINGS OF DIRECTORS

43. (1) The directors may meet together at the places they think fit to dispatch business, adjourn and otherwise regulate their meetings and proceedings, as they see fit.
- (2) At the first meeting of directors held in accordance with section 22 (a), the directors must elect from among themselves a president and a vice president.
- (3) The president is the chair of all directors' meetings, other than meetings of committees of directors, but if, at a directors' meeting, the president is not present within 30 minutes after the time appointed for the holding of the meeting, the vice president is to act as chair of the meeting and, in the absence of both the president and the vice president within that time, the directors present at the meeting must elect from among themselves an individual to act as the chair of the meeting.
- (4) A director may participate in a meeting of directors or of a committee of directors by telephone or other means of communication if all participants at the meeting are able to communicate with each other and a director so participating is for the purposes of these articles and all other purposes, including without limitation, for the purposes of determining whether a quorum is present at the meeting, deemed to be in attendance at the meeting.

- (5) The directors may from time to time fix the quorum necessary to transact business and unless so fixed the quorum is a majority of the directors then in office.
- (6) A director may at any time, and the chief executive officer, on the request of a director, must, convene a meeting of the directors.
44. (1) The directors may delegate any, but not all, of their powers to committees consisting of the director or directors they think fit.
- (2) A committee so formed must, in the exercise of the powers so delegated, conform to any rules imposed on it by the directors and must report every act or thing done in the exercise of those powers to the earliest meeting of the directors to be held next after it has been done.
45. The directors comprising a committee must, for a meeting of the committee, elect from among themselves a chair of the meeting.
46. The members of a committee may meet and adjourn as they think proper.
47. (1) For the first meeting of directors held immediately following the appointment or election of a director, it is not necessary to give notice of the meeting to the newly elected or appointed director for the meeting to be constituted, if a quorum of the directors is present.
- (2) A director who may be absent temporarily from British Columbia may, by letter, telegram, facsimile transmission, telex or cable, send or deliver to the address of the authority a waiver of notice of any meeting of the directors and may at any time withdraw the waiver, and until the waiver is withdrawn,
- (a) no notice of meetings of directors needs to be sent to that director, and
- (b) any and all meetings of the directors of the authority, notice of which has not been given to that director are, if a quorum of the directors is present, valid and effective.
48. (1) Questions arising at a meeting of the directors or of a committee of directors must be decided by a majority of votes.
- (2) In case of an equality of votes, the chair does not have a second or casting vote.
49. No resolution proposed at a meeting of directors or of a committee of directors needs to be seconded and the chair of the meeting may move or propose a resolution.
50. A resolution in writing, signed by all the directors and placed with the minutes of the directors, is as valid and effective as if regularly passed at a meeting of directors.

PART 8**SEAL**

51. The directors may provide a common seal for the authority and may destroy a seal and substitute a new seal in its place.
52. The common seal may be affixed only when authorized by a resolution of the directors and then only in the presence of the persons described in the resolution, or if no persons are described, in the presence of the president.

PART 9**NOTICES TO MEMBERS**

53. A notice may be given to a member, either personally or by mail, at that person's registered address.
54. A notice sent by mail is deemed to have been given on the second day following the day on which the notice is posted and, in proving that notice has been given, it is sufficient to prove the notice was properly addressed and put in a Canadian post office receptacle.
55. (1) Notice of a general meeting must be given to
 - (a) every member who is a director or a delegate member on the day notice is given, and
 - (b) the auditor.(2) Subject to sections 17 and 22, no other person is entitled to receive a notice of general meeting.

PART 10**COPIES OF ARTICLES**

56. On being admitted to membership, each member is entitled to and the authority must, on request, give him or her, without charge, a copy of these articles.

APPENDIX

1. The Francophone wards comprise the following school districts:

Greater Vancouver Ward

- (a) School District No. 36 (Surrey)
- (b) School District No. 37 (Delta)
- (c) School District No. 38 (Richmond)
- (d) School District No. 39 (Vancouver)
- (e) School District No. 40 (New Westminster)
- (f) School District No. 41 (Burnaby)
- (g) School District No. 43 (Coquitlam)
- (h) School District No. 44 (North Vancouver)
- (i) School District No. 45 (West Vancouver)

Fraser Valley Ward

- (a) School District No. 32 (Hope)
- (b) School District No. 33 (Chilliwack)
- (c) School District No. 34 (Abbotsford)
- (d) School District No. 35 (Langley)
- (e) School District No. 42 (Maple Ridge-Pitt Meadows)
- (f) School District No. 75 (Mission)
- (g) School District No. 76 (Agassiz-Harrison)

Vancouver Island North Ward

- (a) School District No. 46 (Sunshine Coast)
- (b) School District No. 47 (Powell River)
- (c) School District No. 48 (Howe Sound)
- (d) School District No. 64 (Gulf Island)
- (e) School District No. 66 (Lake Cowichan)
- (f) School District No. 68 (Nanaimo-Ladysmith)
- (g) School District No. 69 (Qualicum)
- (h) School District No. 70 (Alberni)
- (i) School District No. 71 (Courtenay)

- (j) School District No. 72 (Campbell River)
- (k) School District No. 84 (Vancouver Island West)
- (l) School District No. 85 (Vancouver Island North)

Vancouver Island South Ward

- (a) School District No. 61 (Greater Victoria)
- (b) School District No. 62 (Sooke)
- (c) School District No. 63 (Saanich)
- (d) School District No. 65 (Cowichan)

Okanagan-Columbia-Northern British Columbia

- (a) School District No. 1 (Fernie)
- (b) School District No. 2 (Cranbrook)
- (c) School District No. 3 (Kimberley)
- (d) School District No. 4 (Windemere)
- (e) School District No. 7 (Nelson)
- (f) School District No. 9 (Castlegar)
- (g) School District No. 10 (Arrow Lakes)
- (h) School District No. 11 (Trail)
- (i) School District No. 12 (Grand Forks)
- (j) School District No. 13 (Kettle Valley)
- (k) School District No. 14 (Southern Okanagan)
- (l) School District No. 15 (Penticton)
- (m) School District No. 16 (Keremeos)
- (n) School District No. 17 (Princeton)
- (o) School District No. 18 (Golden)
- (p) School District No. 19 (Revelstoke)
- (q) School District No. 21 (Armstrong-Spallumcheen)
- (r) School District No. 22 (Vernon)
- (s) School District No. 23 (Central Okanagan)
- (t) School District No. 24 (Kamloops)
- (u) School District No. 26 (North Thompson)

- (v) School District No. 27 (Cariboo-Chilcotin)
- (w) School District No. 28 (Quesnel)
- (x) School District No. 29 (Lillooet)
- (y) School District No. 30 (South Cariboo)
- (z) School District No. 31 (Merritt)
- (aa) School District No. 49 (Central Coast(Ocean Falls))
- (bb) School District No. 50 (Haida Gwaii/Queen Charlotte)
- (cc) School District No. 52 (Prince Rupert)
- (dd) School District No. 54 (Bulkley Valley)
- (ee) School District No. 55 (Burns Lake)
- (ff) School District No. 56 (Nechako)
- (gg) School District No. 57 (Prince George)
- (hh) School District No. 59 (Peace River South)
- (ii) School District No. 60 (Peace River North)
- (jj) School District No. 77 (Summerland)
- (kk) School District No. 80 (Kitimat)
- (ll) School District No. 81 (Fort Nelson)
- (mm) School District No. 86 (Creston-Kaslo)
- (nn) School District No. 87 (Stikine)
- (oo) School District No. 88 (Terrace)
- (pp) School District No. 89 (Shuswap)
- (qq) School District No. 92 (Nisga'a)

Schedule C

AFFIRMATION

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]*

SWORN/ AFFIRMED BEFORE ME

at _____, British Columbia,

this _____ day of _____

A commissioner for taking affidavits
for British Columbia

Schedule D

Oath of Office

I. _____ do [swear][solemnly affirm] that:

I am qualified to hold office as a director in the (Francophone Education Authority) and meet the director qualification requirements set out in the Francophone Education Regulation;

I have not knowingly contravened the articles of the Francophone Education Authority in relation to my election as a director;

I will abide by the Francophone Education Regulation and the articles of the Francophone Education Authority and I will faithfully perform the duties of my office, and will not allow any private interest to influence my conduct in public matters;

I will comply with the requirements of the Francophone Education Regulation that relate to conflict of interest and, in particular, I will comply with the requirements relating to disclosure of pecuniary and indirect pecuniary interest in a matter.

SWORN/ AFFIRMED BEFORE ME

at _____, British Columbia.

this _____ day of _____,

A commissioner for taking affidavits
for British Columbia

Schedule E

1. - The following ministerial orders apply for the purposes of section 17 (1):
 - (a) Provincial Fees Order, M140/89;
 - (b) School and Student Data Collection Order, M152/89;
 - (c) School Bus Order, M138/89;
 - (d) School District Annual Report Order, M156/94;
 - (e) Student Records Disclosure Order, M14/91;
 - (f) Support Services for Schools Order, M149/89;
 - (g) any order made by minister after the coming into force of this Schedule unless the order expressly states that it does not apply.
2. The following orders in council apply for the purposes of section 17 (1):
 - (a) Board Insurance Order, OIC 1390/87;
 - (b) Board of Examiners Order, OIC 793/94;
 - (c) Designation Order, OIC 2162/86;
 - (d) any order in council made after the coming into force of this Schedule that is expressly stated to apply.
3. Every regulation made under the *School Act* after the coming into force of this Schedule applies under section 17 (1) unless the regulation expressly states that it does not apply.

Schedule F

1. The following ministerial orders apply for the purposes of section 17 (2):
 - (a) Correspondence Education Order, M141/89;
 - (b) Designation of Purpose for Non-instructional Days Order, M122/93;
 - (c) Educational Program Guide Order, M165/93;
 - (d) General Requirements for Graduation from an Educational Program Order, M145/90;
 - (e) Graduation Requirements Order, M205/95;
 - (f) Investigation by Superintendent Order, M151/89;
 - (g) Local Programs Order, M147/89;
 - (h) Permanent Student Record Order, M190/91;
 - (i) Preapprenticeship, Career Preparation and Work Study/ Work Experience Programs Order, M139/89;
 - (j) Provincial Letter Grades Order, M192/94;
 - (k) Required Areas of Study in an Educational Program Order, M285/95;
 - (l) School Board Fees Order, M125/90;
 - (m) Special Needs Students Order, M150/89;
 - (n) Student Learning Assessment Order, M160/94;
 - (o) Student Progress Report Order, M191/94;
2. The following regulations apply for the purposes of section 17 (2):
 - (a) School Accreditation Regulation, BC Reg. 256/94;
 - (b) School Calendar Regulation, BC Reg. 189/93;
 - (c) sections 1, 3 to 7, 9, 10, 12 and 13 of and the Appendix to the School Regulation, BC Reg. 265/89;
3. The Work Study-Work Experience Order, OIC 3147/74 applies for the purposes of section 17 (2).