CANADA - MANITOBA AGREEMENT WITH RESPECT TO THE COMPLEMENTARY PROJECT AIMING TO INCREASE THE PARTICIPATION OF THOSE ENTITLED TO FRENCH SCHOOLS

2005-2006

CANADA - MANITOBA AGREEMENT WITH RESPECT TO THE COMPLEMENTARY PROJECT AIMING TO INCREASE THE PARTICIPATION OF THOSE ENTITLED TO FRENCH SCHOOLS 2005-2006

THIS AGREEMENT was concluded in English and French on this 31st day of March 2006,

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF CANADA, hereinafter called

"Canada", represented by the Minister of Canadian Heritage,

AND: HER MAJESTY THE QUEEN IN RIGHT OF MANITOBA, hereinafter called

"Manitoba", represented by the Minister of Education, Citizenship and Youth of

Manitoba.

WHEREAS English and French are the official languages of Canada, as recognized by the Constitution of Canada, as well as by the *Official Languages Act*, and whereas Canada recognizes its responsibilities and undertakings with respect to those languages;

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 or territory to have their children educated in that language, at the elementary and secondary levels, where numbers of students warrant, and whereas this right includes, where the number of those children so warrants, the right to have them receive that instruction in minority language educational facilities provided out of public funds;

WHEREAS Canada is committed to enhancing the vitality of the official-language minority communities and to fostering the full recognition and use of both English and French in Canadian society, and whereas, in accordance with the *Official Languages Act*, the Minister of Canadian Heritage may, to this effect, take such measures, in particular, to encourage and assist provincial and territorial governments to provide members of the official-language minority communities education in their own language and to provide opportunities for everyone to learn both English and French as a second language;

WHEREAS Manitoba recognizes that the concept of additional costs, as recognized by the Protocol, constitutes one of the premises on which Canada bases its financial support to Manitoba;

WHEREAS education is under provincial jurisdiction;

WHEREAS Manitoba, in the context of its responsibility for education, provides education in French in the province in accordance with section 23 of the *Canadian Charter of Rights and Freedoms* and its spirit, and instruction in French as a second language;

WHEREAS it is the responsibility of Manitoba to determine the objectives, define the contents, set priorities and evaluate its programs in minority language education and second-language instruction;

WHEREAS Canada, in its Action Plan for Official Languages, hereinafter called "Canada's Action Plan", released on March 12, 2003, identifies education as one of its priorities to provide new impetus to linguistic duality in the country;

WHEREAS Manitoba acknowledges Canada's Action Plan;

WHEREAS Canada, in the *Protocol for Agreements for Minority-Language Education and Second-Language Instruction 2005-2006 to 2008-2009 between the Government of Canada and the Council of Ministers of Education, Canada (CMEC), hereinafter called "Protocol", concluded on November 3, 2005, reserves the right to approve complementary contributions in addition to the regular and additional funds identified in the Protocol;*

WHEREAS Canada and Manitoba acknowledge having concluded, as part of their cooperation in the area of education, agreements on minority language education and second-language instruction for 2005-06 to 2008-09;

AND WHEREAS Canada and Manitoba, in accordance with the terms of this agreement, are prepared to allocate funds to support the Complementary Project Aiming to Increase the Participation of Those Entitled to French Schools;

THEREFORE, this agreement confirms that the parties hereto agree as follows:

1. **DEFINITIONS**

1.1 The following definitions apply to this agreement.

"Protocol" refers to the collaboration agreement between the Department of Canadian Heritage and CMEC encompassing the bilateral agreements with the provinces and territories relative to minority language education and second-language instruction in Canada.

"Regular programs" refers to the measures described in Manitoba's action plan that are carried out in the maintenance and improvement of programs in minority language education and second-language instruction at all levels of instruction.

"Regular funds" refers to the financial assistance provided by Canada to fund regular programs.

"Additional strategies" refers to the measures described in Manitoba's action plan and implemented under Canada's Action Plan.

"Additional funds" refers to the financial assistance provided by Canada to fund additional strategies.

"Complementary contribution(s)" refers to financial assistance provided by Canada to fund initiatives that set out to support the attainment of the objectives of Canada's Action Plan and the Protocol's priorities and that are complementary to the regular programs and additional strategies of the province.

"Minority language," "second official language" and "second language" refer to the two official languages of Canada: English and French. "Second language" means the second official language, either English or French. In the context of Manitoba, minority language refers to French, and second language refers to French.

"Education" and "instruction", unless otherwise specified, refer to all levels of the educational system - elementary, secondary, post-secondary (colleges and universities) and adult education - according to the definition generally accepted by Statistics Canada or agreed upon by Canada and Manitoba.

"Action plan" refers to a provincial plan describing strategic priorities, expected outcomes, performance indicators, measures to be implemented, projected expenditures and participation in minority language education programs related to the attainment of the objectives of the Protocol.

"Certified Financial Statement(s)" refers to one or more financial statements that are certified by a person duly authorized by Manitoba. For each reporting period, these financial statements present, as separate items, the budget for each of the measures set out in the Manitoba's action plan, the respective provincial and federal contributions and, for each of these measures, all expenses incurred by the province, including any expenses incurred after the signing of this agreement. The financial statements are prepared according to generally accepted accounting principles.

"Year" or "fiscal year", unless otherwise specified, refers to the period beginning April 1 and ending March 31.

"School year", unless otherwise specified, refers to the period beginning July 1 and ending June 30.

2. PURPOSE OF THE AGREEMENT

- 2.1 The purpose of this agreement is to establish a cooperation framework between Canada and Manitoba for 2005-06 to support the Complementary Project Aiming to Increase the Participation of Those Entitled to French Schools in Manitoba, as described in Schedule 2 of this agreement. This project is designed to meet the educational needs in French and the educational needs in the following areas:
 - 2.1.1 development of pre-school education;
 - 2.1.2 promotion of research on minority language education and second-language instruction;
 - 2.1.3 development and quality of programs and the cultural enrichment of minority school environment.

3. PURPOSE OF THE CONTRIBUTION

- 3.1 Subject to the provisions of this agreement and in accordance with section 2, Canada and Manitoba agree that Canada's complementary contribution shall be used for:
 - 3.1.1 the promotion of French schools in the communities by directing these particularly towards young families at risk, such as, exogamous households.
 - 3.1.2 the creation of conditions that favour the receiving and preparation of children to French schools.

4. PROVINCIAL ACTION PLAN

- 4.1 For the purposes of this agreement, Canada and Manitoba agree that Manitoba shall provide an action plan, in accordance with the objectives described in section 2. Manitoba's action plan (Schedule 2) shall be preceded by a preamble.
- 4.2 Manitoba's preamble shall describe the following elements:
 - 4.2.1 the way Manitoba's action plan (Schedule 2) contributes to the objectives set out in Canada's Action Plan and the priorities of the Protocol;
 - 4.2.2 the complementary and non-duplicative nature of the measures included in the action plan under this agreement and the measures taken under the regular programs and additional strategies funded during the period covered by this agreement.
- 4.3 Manitoba's action plan (Schedule 2) shall present, for each linguistic objective, and for the period covered by this agreement, the following elements:
 - 4.3.1 the expected outcomes;
 - 4.3.2 the measures to be implemented to ensure that the expected outcomes are achieved;
 - 4.3.3 the performance indicators by which Manitoba shall measure achievement of the outcomes;
 - 4.3.4 a breakdown by measure and fiscal year of the estimated expenditures and Canada's and Manitoba's financial contributions.

5. MAXIMUM AMOUNT OF CONTRIBUTION

5.1 Subject to the appropriation of funds by Parliament, to the maintenance of current forecasted budgetary levels to March 31, 2006, to the *Development of Official-Language Communities* Program, *Minority Language Education* Component, *Enhancement of Official Languages* Program, *Second-Language Learning* Component, to the undertakings specified in the Protocol, to the commitments made within special agreements or arrangements, and to the terms and conditions of this agreement, Canada's total financial contribution shall be the lesser of Eight Hundred and Sixty Three Thousand Nine Hundred and Twenty Eight Dollars

(\$863 928) or fifty percent (50%) of the total eligible expenses incurred during the term of this agreement.

5.2 Canada's total contribution shall be distributed as follows:

2005-06 (\$ 863 928)

- 5.3 Canada's financial contribution is conditional on Manitoba's providing for each measure a financial contribution equivalent to or greater than that of Canada for the implementation of its action plan (Schedule 2).
- 5.4 Canada and Manitoba recognize that Canada's financial contribution in a given fiscal year shall be provided to support the measures that shall be implemented during that period.
- 5.5 The complementary contribution identified in subsection 5.1 shall be paid in addition to the regular and additional funds paid to Manitoba under the Canada-Manitoba Agreement on Minority Language Education and Second Official Language Instruction 2005-06 to 2008-09, and shall be subject to separate accountability measures. Canada and Manitoba agree that the complementary contribution approved under this agreement shall be included in the calculation of the total funding awarded to Manitoba under Canada's Action Plan.
- 4.1 Subject to the appropriation of funds by the Legislative Assembly of Manitoba and the maintenance of current and forecasted budgetary levels for the Department of Education, Citizenship and Youth, Manitoba agrees to contribute to the eligible expenses incurred under the terms of its action plan (Schedule 2) for the period covered by this agreement.
- 5.6 The administrative terms and conditions governing the payment of Canada's financial contribution are set out in Schedule 1.

6. ELIGIBLE EXPENSES

6.1 For the purposes of this agreement, eligible expenses for each of the measures described in Manitoba's action plan (Schedule 2) may include, among others, salaries and benefits, professional fees, administrative costs, and expenses related to purchasing or renting essential supplies and equipment, purchasing and producing educational materials and providing training.

7. AVAILABILITY OF MATERIALS

7.1 Manitoba agrees to take all reasonable measures to make available to any researcher, institution or provincial or territorial government, Canada and the general public any audio-visual aids, curriculum material, films, research, studies or other material developed through financial support provided for a project or activity by Canada. For this purpose, Manitoba may catalogue this material and make it available to the public. Manitoba also agrees that all the costs of providing such documents shall be calculated in light of the financial contribution made by Canada. Wherever possible, such costs shall be calculated solely on the basis of the costs associated with the provision of the said documents but not with the preparation thereof.

8. APPROVED STRATEGIES AND BUDGETS

8.1 Canada and Manitoba agree that the contribution referred to in subsection 5.1 shall apply only to the measures described in the Manitoba's action plan (Schedule 2), based on the federal and provincial budgetary breakdown set out in this agreement.

9. ACCOUNTABILITY

- 9.1 Canada and Manitoba agree that they must be accountable to Parliament, the provincial legislature and the general public for the proper use of funds provided under this agreement and for the results achieved by these investments. Consequently, Manitoba agrees to provide Canada with the financial statements and report required for the year covered by this agreement.
- 9.2 The requirements pertaining to the submission and acceptance of financial statements and report are described in section 2 of Schedule 1.

10. PARTNERSHIP

10.1 The parties recognize that this agreement does not constitute an association with the intent to establish a partnership or a joint venture nor to create an agency relationship between Canada and Manitoba.

11. MEMBERS OF THE HOUSE OF COMMONS, THE SENATE AND THE LEGISLATIVE ASSEMBLY OF MANITOBA

11.1 No member of the House of Commons, the Senate or the Legislative Assembly of Manitoba may take part in this agreement or benefit from it in any way.

12. FORMER FEDERAL PUBLIC OFFICE HOLDERS AND PUBLIC SERVANTS

12.1 No official or employee of Canada shall be admitted to share in this agreement nor to any benefit arising from this agreement without the written consent of the official's or employee's Minister. No former public office holder or public servant who is not in compliance with the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service may receive a direct benefit from this agreement.

13. LIABILITY OF CANADA

- 13.1 Canada shall not be liable for any injury, including death, or for any loss or damage to the property of Manitoba or anyone else, that occurs through the execution of this agreement by Manitoba unless such injury, loss or damage is caused by the negligence, willful misconduct or bad faith of Canada, the Minister of Canadian Heritage, or their employees, officers or agents.
- 13.2 Canada disclaims itself from any liability in the event that Manitoba concludes a loan, rent-toown contract or other long-term contract involving the project for which the contribution is granted in this agreement.

14. INDEMNIFICATION

14.1 Manitoba shall indemnify Canada, the Minister of Canadian Heritage and their employees, officers or agents and release them from any liability for claims, losses, damages, costs and expenses related to any injury or death or loss of or damage to property caused or alleged to be caused by Manitoba or its employees, officers or agents in implementing the measures described in this agreement.

15. DISPUTE RESOLUTION

15.1 In the event of a dispute arising under this agreement, the parties agree to make a good faith attempt to settle the dispute. In the event that the parties cannot resolve the dispute through negotiation, they agree to submit to mediation. The parties shall bear the cost of mediation equally.

16. BREACH OF COMMITMENTS AND RECOURSE

- 16.1 The following constitute breach of commitments:
 - 16.1.1 Manitoba, directly or through its representatives, makes or made a false declaration or a misrepresentation to Canada; or
 - 16.1.2 Canada is of the opinion that one of the conditions or commitments included in this agreement has not been fulfilled.
- 16.2 In the event of breach of commitments or if Canada believes that there is a risk of breach of commitments, Canada may avail itself of the following remedies:
 - 16.2.1 reduce Canada's contribution to Manitoba and inform it accordingly;

- 16.2.2 suspend any payment of Canada's financial contribution, either with respect to amounts already owing or to future payments;
- 16.2.3 rescind this agreement and immediately terminate any financial obligation arising therefrom;
- 16.2.4 by written demand, require repayment of amounts already paid that were spent contrary to the terms of this agreement, the amount claimed becoming a debt owing to the Crown as soon as the demand is made on Manitoba. Manitoba shall immediately comply with all written demands.
- 16.3 The fact that Canada refrains from exercising a remedy it is entitled to exercise under this agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred on it shall not prevent it in any way in the future from exercising any other right or remedy under this agreement or other applicable law.

17. ASSIGNMENT

17.1 This agreement, or any benefit hereunder, may not be assigned without prior written approval from Canada.

18. APPLICABLE STATUTES

18.1 This agreement shall be governed by and interpreted in accordance with the applicable statutes of Manitoba.

19. COMMUNICATIONS

19.1 Any communication concerning this agreement intended for Canada shall be sent by mail to:

Department of Canadian Heritage Gatineau, Quebec K1A 0M5

Attention of:

Director General, Official Languages Support Programs

19.2 Any communication concerning this agreement intended for Manitoba shall be sent by mail to:

Department of Education, Citizenship and Youth Government of Manitoba 450 Broadway Legislative Building, Room 162 Winnipeg, Manitoba R3C 0V8

Attention of:

The Minister of Education, Citizenship and Youth

19.3 Any communication sent in this way shall be deemed to have been received after the time required for a letter to reach its destination.

20. DURATION

- 20.1 This agreement shall take effect on the date on which it is signed by all the parties and shall terminate, barring its cancellation beforehand, one year (365 days) after the expiry of the period of activities mentioned in subsection 20.2.
- 20.2 Subject to subsection 20.3, all contributions to be paid by Canada in accordance with the provisions of this agreement shall apply only to the measures implemented and expenses incurred by Manitoba in carrying out its action plan (Schedule 2) for the period commencing on April 1, 2005 and ending on march 31, 2006.

- 20.3 Canada agrees that the period during which expenses can be charged against contributions for a given fiscal year may be extended to June 30 in order to take the school year into consideration. The period of activity set out in subsection 20.2 could therefore end on June 30, 2006.
- 20.4 All the obligations of Manitoba shall survive, explicitly or by reason of their nature, the cancellation or expiry of this agreement, until they are discharged or until they expire.

21. AMENDMENT OR TERMINATION

21.1 The parties may, by mutual written consent, amend or terminate this agreement during the life of this agreement.

22. CONTENT OF AGREEMENT

- 22.1 This agreement, including the following schedules that form an integral part of this agreement and subsequent amendments to them, constitutes the entire agreement between the parties and supersedes all previous and future documents, negotiations, understandings and undertakings related to its subject matter. The province acknowledges having read this agreement and agrees with the content.
- SCHEDULE 1 Administrative Terms and Conditions
- SCHEDULE 2 Manitoba's action plan related to the Complementary Project Aiming to Increase the Participation of Those Entitled to French Schools 2005-06.
- SCHEDULE 3 Canada's Action Plan for Official Languages Categories of Support and Areas of Intervention
- SCHEDULE 4 Model Certified Annual Report on Outcomes and Actual Expenditures

IN WITNESS WHEREOF, the parties hereto have signed this agreement on the date that appears on the second page.

ON BEHALF OF CANADA	ON BEHALF OF MANITOBA			
Josée Verner	Peter Bjornson			
L'honorable Josée Verner Minister of International Cooperation and Minister Responsible for La Francophone and Official Languages	l'Honorable Peter Bjornson Ministre of Éducation, Citizenship and Youth			
Témoin	Témoin			
Denis Jolette	Melissa Bodman			
Nom en caractères d'imprimerie	Nom en caractères d'imprimerie			
Denis Jolette	Melissa Bodman			
Signature	Signature			
AU NOM DU CANADA				
Beverley J. Oda				
L'honorable Beverley J. Oda Ministre of Canadian Heritage and Status of Women				
Témoin				
Joanne McNamara				
Nom en caractères d'imprimerie				
Joanne McNamara				
Signature				

ADMINISTRATIVE TERMS AND CONDITIONS

1. TERMS OF PAYMENT

- 1.1 Canada's contribution to Manitoba's action plan (Schedule 2) referred to in section 5 of this agreement shall be made as follows:
 - 1.1.1. A first advance payment, representing one half (50%) of Canada's contribution for 2005-06, shall be made following the acceptance by Canada of Manitoba's action plan (Schedule 2) and the signing of this agreement.
 - 1.1.2 A second advance payment, representing one quarter (25%) of Canada's contribution for 2005-06, shall be made following receipt and acceptance by Canada, in accordance with section 2 of this schedule, of a certified interim financial statement for 2005-06.
 - 1.1.3 A third and final advance payment, not exceeding the balance of Canada's contribution for 2005-06, shall be made following receipt and acceptance by Canada of the following documents, in accordance with section 2 of this schedule:
 - a) an annual report on outcomes achieved in 2005-06; and
 - b) a certified final financial statement for 2005-06.
- 1.2 The amounts to be paid by Canada to Manitoba in accordance with this agreement shall be made within approximately thirty (30) business days once Canada accepts the documents referred to in section 1 of this schedule. This acceptance is conditional on the information contained in said documents conforming to the terms and conditions of this agreement and on Manitoba acting on any issues raised by Canada, should the occasion arise.

2. FINANCIAL STATEMENTS, REPORT ON OUTCOMES

- 2.1 In accordance with section 1 of this schedule, Manitoba shall provide a certified interim and final financial statement and an annual report on outcomes under its action plan (Schedule 2) for the year covered by this agreement.
- 2.2 The financial statements shall be certified by a senior program officer and a certified financial officer, both of whom shall be duly authorized by Manitoba and approved by Canada.
- 2.3 Canada and Manitoba agree that the financial statements provided to Canada by Manitoba shall indicate a breakdown of expenditures by measure according to its action plan (Schedule 2).
- 2.4 By March 31 of each fiscal year covered by this agreement, Manitoba shall provide certified interim financial statements of its expenditures related to Canada's financial contribution. The certified interim financial statements shall provide details of the actual expenditures incurred before January 31 of the current fiscal year and expenditures projected up to March 31 of the same fiscal year.
- 2.5 Within six (6) months following the end of the last year covered by this agreement, Manitoba shall provide a certified final financial statement of its actual expenditures and Canada's and Manitoba's contributions for the term of this agreement.
- 2.6 Within six (6) months following the end of each year covered by this agreement, Manitoba shall provide an annual report on outcomes related to the Complementary Project Aiming to Increase the Participation of Those Entitled to French Schools based on the indicators prescribed in the provincial action plan (Schedule 2) for public information purposes. The annual report on outcomes shall be accompanied by a cover letter that shall provide an overall interpretation of the outcomes achieved by Manitoba and examples of Manitoba's most significant accomplishments.

- 2.7 Manitoba shall submit the financial statements and report described in sections 1 and 2 of this schedule in the manner considered by the province to be most appropriate to its specific circumstance. Following presentation of such information, if there is a need, in the opinion of Canada, to clarify the information provided, Canada and Manitoba shall hold discussions to do so and to examine their relevance in light of the needs of Canada.
- 2.8 The certified final financial statements and annual report on outcomes may follow the model proposed by Canada in Schedule 4.
- 2.9 For purposes of this agreement, Canada agrees that the period during which expenses can be charged against contributions for a given fiscal year may be extended to June 30 in order to take the school year into consideration. Where necessary, Manitoba undertakes to ensure that the items it reported in the financial statements submitted to Canada for expenditures incurred between April 1 and June 30, and charged to the previous fiscal year, are not reported during the following fiscal year.
- 2.10 Manitoba agrees to keep proper and up-to-date accounts and records of receipts and expenditures related to the content of this agreement, including all related invoices, receipts and useful supporting documents. Manitoba shall provide financial statements and other documents provided for in this agreement and as required from time to time by Canada and it shall manage its financial affairs in accordance with generally accepted accounting principles and practices. For the purposes of this agreement, Manitoba shall retain all financial accounts, supporting documents and other useful documents for a period of at least five years following the expiration of this agreement.

3. TRANSFERS

3.1. For each year covered by and subject to the provisions of subsection 6.1 of this agreement, Manitoba may transfer a portion of the complementary contribution from one measure objective to another, insofar as these transfers do not jeopardize the ability to achieve the expected outcomes described in its action plan (Schedule 2). These transfers are subject to prior agreement of the Director, Operations and Regional Coordination, Official Languages Support Programs Branch, Department of Canadian Heritage. Manitoba shall present such a request in writing before February 15 of the current year.

4. OVERPAYMENT

4.1. The parties agree that, if the payments made to Manitoba exceed the amounts to which Manitoba is entitled, the overpayment shall be returned to Canada, failing which Canada may reduce its future contributions to Manitoba by an equivalent amount.

5. FINANCIAL AUDIT

- 5.1. The parties agree that Canada reserves the right to audit or to have an audit conducted of the accounts and records of Manitoba in connection with the provisions of this agreement to ensure compliance with these provisions, and Manitoba agrees to make all records, documents and information relevant to this agreement available to auditors who may need them. The scope and extent of financial audits and the timing chosen to conduct them shall be determined by Canada and, if needed, these audits may be conducted by Department of Canadian Heritage officials or its agents.
- 5.2. Canada agrees to inform Manitoba of the results of any financial audit and to pay Manitoba, as soon as possible after completion of the audit, any monies that the audit may show to be then due and owing to Manitoba. Manitoba agrees to pay to Canada, on being informed of the results of such financial audit, any monies that the audit may show to be due and owing to Canada.

6. PUBLIC REPORTING

6.1. Canada and Manitoba agree that principles of transparency, accountability, consistency, accuracy, timeliness and clarity shall guide public reporting related to this agreement. The provision of such information by the parties shall be compatible with their respective policies and legislation on the protection of privacy and freedom of information.

- 6.2. Canada and Manitoba agree to make the text of this agreement and its schedules available to the Canadian public, in particular on their respective Web sites, within a reasonable timeframe following the signature of this agreement.
- 6.3. Canada and Manitoba agree to make the financial statements and report(s) available to the Canadian public in a reasonable timeframe after the documents are accepted by Canada.
- 6.4. Manitoba agrees to give recognition to Canada's contributions when conducting publicity for the measures for which financial assistance was provided by Canada. For the purpose of this agreement, publicity includes, without being limited to, news releases, reports by provincial departments, and correspondence with educational institutions. Manitoba agrees to provide Canada with samples of these various types of publicity.
- 6.5. Manitoba agrees to take all reasonable measures to ensure that any other recipient of a financial contribution from Canada (for example, schools, school boards) mention Canada's contributions wherever appropriate in any publicity relating to the programs for which Canada has made a financial contribution.
- 6.6. Canada and Manitoba agree that communications and publications for the general public regarding this agreement shall be issued in both official languages.

7. CONSULTATION

- 7.1. Manitoba has assured Canada that the interested associations and groups of the province, including representatives of school boards, were consulted while developing its action plan (Schedule 2).
- 7.2. Manitoba agrees to consult, as deemed necessary, interested associations and groups, in particular representatives of school boards, about its measures implemented under this agreement. When possible, these consultations shall be held annually and may be conducted jointly by Canada and Manitoba.
- 7.3. Canada intends to consult interested associations and groups regarding the measures implemented under this agreement for which Canada makes a financial contribution to Manitoba. When possible, these consultations may be jointly with Manitoba.

8. EVALUATION

- 8.1. Manitoba is responsible for the evaluation of its educational programs and measures under its jurisdiction, including its action plan (Schedule 2). Manitoba agrees to share with Canada the results of those evaluations.
- 8.2. Canada's programs, including the *Development of Official-Language Communities* Program, *Minority Language Education* Component and *Second-Language Learning* Component, are routinely subject to evaluation. Canada shall encourage input from Manitoba in such evaluations and shall use the information provided under this agreement. If additional information is required, such information shall be discussed between Canada and Manitoba.

CANADA'S ACTION PLAN FOR OFFICIAL LANGUAGES CATEGORIES OF SUPPORT AND AREAS OF INTERVENTION 2005-06 TO 2008-09

MINORITY LANGUAGE EDUCATION

EXPECTED RESULTS

- By 2013, increase to 80% the proportion of eligible students enrolled in Francophone schools in minority communities
- Provide quality education that is comparable to that of the majority

CATEGORY OF SUPPORT	AREA OF INTERVENTION
Promotion of access and integration	Develop strategies to recruit students and to prepare them for school; Language upgrading programs (in English and French); Strategies to welcome children of immigrants; Drop-out prevention / incentives to continue education in French, especially in the transition from primary to secondary school.
Program quality and cultural enrichment of school environment	Develop and implement programs / approaches / adapted teaching resources; Cultural enrichment initiatives / rooting the school in the community (school-community centres, etc.); Secondary school revitalization initiatives; Use new communication technologies; Improve French as a second language programs in Quebec.
Teachers and education support services	Assistance in recruiting teachers and support services specialists; Initial / continuous training initiatives in minority language education and support services; Integrate new communication technologies into teaching practices, including those to compensate for a shortage of teachers.
Improvement of access to post-secondary education	Develop new programs; Initiative to facilitate the transition from secondary to post-secondary schools; Distance education and inter-institutional program sharing; Create new institutional infrastructures.
Promotion of research on minority language education and dissemination of knowledge	Share information on best practices; Gather and disseminate knowledge on minority language education; Strategies and methods for francization, retention and identity development; Improve methods for measuring results and for reporting to Canadians.

SECOND OFFICIAL LANGUAGE INSTRUCTION

EXPECTED RESULTS

- By 2013, increase from 24% to 50% the proportion of secondary school graduates with a working knowledge of their second official language

Increase access to post-secondary programs					
CATEGORY OF SUPPORT	AREA OF INTERVENTION				
Improve core English and French programs	I. Improve programs; Enhance their teaching capacity; Modernize teaching methods, use new technologies and enhance the quality of teaching resources; Recruit new students and retain those already enrolled; Recognize and value learning.				
Revitalize immersion programs	I. Increase the number of students; Reverse the drop-out trend at the secondary level; Authentic communication experiences (cultural enrichment, exchanges, etc.); Recognize and value learning.				
Teachers and education support services	 Assistance in recruiting teachers; Improve the language skills of current and future teachers; Encourage students in education to continue their studies in their second official language; Use new technologies to compensate for the shortage of teachers. 				
Continuation of learning at the post-secondary level	I. Incentives to continue learning the second official language at the post-secondary level; Offer new programs; Create support mechanisms for students; Recognize and value learning.				
Promotion of research on the teaching of English and French as a second language	 Develop instruments to measure results; Share information on best practices; Gather and disseminate knowledge on the teaching of English and French as second languages; Improve methods for measuring results and for reporting to Canadians. 				

MODEL CERTIFIED ANNUAL REPORT ON OUTCOMES AND ACTUAL EXPENDITURES FOR (current year)

Canada - Manitoba Agreement With respect to the Complementary Project Aiming to Increase the Participation of Those Entitled to French Schoolds 2005-2006

EXPECTED PERFORMANC OUTCOMES INDICATORS 2008-09				ACTUAL EXPENDITURES AT Monob 31 (year)		
	PERFORMANCE INDICATORS	PLANNED STRATEGIES/MEASURES 2005-06 TO 2008-09		March 31, (year) PROJECTED BUDGET		TOTAL ACTUAL EXPENDITURES
		2003-00 10 2008-09		FEDERAL	PROVINCE	April 1, (year), to March 31, (year)
	TEGIC PRIORITY:					
CATEGORY OF						
AREA OF INTE	RVENTION:					
(0 A 1) CTT 1						
	TEGIC PRIORITY:					
CATEGORY OF						
AREA OF INTER	EVENTION:				1	П
			GRAND TOTAL			
			GRAND TOTAL		1	<u> </u>
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Certified by:		(certified fina	ncial officer) Date:			