

**CANADA - NEW BRUNSWICK AGREEMENT
ON FRENCH FIRST-LANGUAGE EDUCATION AND
FRENCH SECOND-LANGUAGE INSTRUCTION
2005-06 TO 2008-09**

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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 NEW BRUNSWICK, hereinafter called “New Brunswick”, represented by the Premier of New Brunswick.

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 that 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 New Brunswick 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 New Brunswick;

WHEREAS education is under provincial jurisdiction;

WHEREAS New Brunswick, 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 New Brunswick to determine the objectives, define the contents, set priorities and evaluate its programs in French first-language education and French second-language instruction;

WHEREAS a Protocol for Agreements between Canada and the Council of Ministers of Education, Canada (CMEC) for minority language education and second-language instruction in 2005-06 to 2008-09, hereinafter referred to as the “Protocol”, was concluded on November 3, 2005;

WHEREAS an agreement between Canada and New Brunswick should be further to and consistent with the Protocol, and should take into account the respective responsibilities and common interests of the parties;

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, and whereas Canada, in accordance with the objectives set in Canada’s Action Plan, may encourage and assist New Brunswick to consolidate and improve the quality of existing programs in French first-language education and French second-language instruction, and increase participation in these programs;

WHEREAS New Brunswick acknowledges Canada’s Action Plan;

WHEREAS Canada and New Brunswick recognize having concluded in 2004-05, as part of their cooperation in the area of education under Canada's Action Plan, an agreement on targeted measures for minority language education and second-language instruction, and whereas those targeted measures, as well as the 2005-06 to 2008-09 additional strategies, fall within a long-term plan, until 2008-09;

AND WHEREAS New Brunswick agrees, for the purpose of this agreement, to describe the objectives, the strategic priorities it intends to carry out and its expected results in multi-year action plans;

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

1. DEFINITIONS

1.1 The following definitions apply to this agreement.

“Bilateral agreement(s)”, unless otherwise specified, refers to an agreement or agreements signed by Canada and New Brunswick, which determines the objectives and strategic priorities that underlie Canada's financial support for French first-language education and French second-language instruction and sets out the commitments and obligations of both parties.

“Action plan(s)” refers to one or more provincial plans describing the strategic priorities, expected outcomes, performance indicators, measures to be implemented, expected investment and student participation in French first-language education and French second-language instruction programs related to the furthering of the objectives set out in the Protocol. The action plan(s) shall indicate the source of funding for regular programs and additional strategies.

“Regular programs” refers to the measures described in New Brunswick's action plan that are carried out in the maintenance and improvement of programs in French first-language education and French 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 New Brunswick's action plan and implemented under Canada's Action Plan.

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

“Minority 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 New Brunswick, minority language refers to French first-language, 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 New Brunswick.

“Certified Financial Statement(s)” refers to one or more financial statements that are certified by a person duly authorized by New Brunswick. For each reporting period, these financial statements present, as separate items, the budget for each of the planned measures in the province's action plans, 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.

“Reports of pan-Canadian scope” refers to the interim and final summary reports prepared by CMEC on the implementation of provincial and territorial action plans, the attainment of the provincial and territorial expected outcomes and participation numbers and rates in minority language education and second-language instruction programs.

“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 new cooperation framework between Canada and New Brunswick for 2005-06 to 2008-09 to fund the regular programs and additional strategies described in New Brunswick's action plans, which appear in Schedule 2 of this agreement.
- 2.2 The objectives for which Canada provides New Brunswick with a financial contribution are set out below.

2.2.1 Regular Programs

- 2.2.1.1 Provide members of the French-language community of New Brunswick with the opportunity to be educated in their own language, including cultural enrichment through exposure to their own culture;
- 2.2.1.2 Provide the residents of New Brunswick with the opportunity to learn French as a second language along with opportunities for cultural enrichment through knowledge of the culture of the other official language community.

2.2.2 Additional Strategies

- 2.2.2.1 Consolidate and improve the quality of existing French first-language education programs, and increase the number of eligible students who attend French schools;
- 2.2.2.2 Consolidate and improve the quality of existing French second-language instruction programs, and increase the proportion of graduates at the secondary level with a working knowledge of their second language.

3. PURPOSE OF THE CONTRIBUTION

- 3.1 Subject to the provisions of this agreement, Canada is prepared to:

- 3.1.1 contribute to the additional costs that New Brunswick must assume to implement the measures described in the provincial multi-year action plan related to regular programs (Schedule 2) that it developed for the purposes of this agreement; and
- 3.1.2 meet a portion of the new investments made by New Brunswick to implement the measures described in the provincial multi-year action plan related to the additional strategies (Schedule 2) that it developed for the purposes of this agreement.

3.2 Strategic Priorities

- 3.2.1 Further to the objectives described in section 2, Canada and New Brunswick agree to recognize that the following items constitute areas of special interest which merit particular attention during the period covered by this agreement:
 - 3.2.1.1 consolidation and development of educational services in French first-language;
 - 3.2.1.2 support for the development of innovative French first-language educational programs and services and support for measures that increase access of French first-language post-secondary educational services, in particular in taking advantage of new communication technologies;
 - 3.2.1.3 support for the development and implementation of innovative approaches and programs for second-language core programs, in particular in taking advantage of new communication technologies;
 - 3.2.1.4 consolidation and development of immersion programs and support for the development of such programs;
 - 3.2.1.5 consolidation and development of teacher training and development programs;

3.2.1.6 fostering of dialogue and mutual understanding between the Francophone and Anglophone communities in the context of regular educational activities sponsored by New Brunswick, notably through linguistic exchange programs at the secondary and post-secondary levels;

3.2.1.7 reinforcement of inter-provincial/territorial and pan-Canadian cooperation in areas of common interest, such as research;

3.2.1.8 support for access to and enrolment in French first-language education and French second-language instruction programs at all levels of instruction.

3.2.2 Canada and New Brunswick agree that New Brunswick may give preference to any other priority corresponding to its particular circumstances and to which the two parties agree during the period covered by this agreement.

3.3 Regular Programs – Support Categories

3.3.1 For all levels of education, for both French first-language education and French second-language instruction, Canada's financial assistance for regular programs shall be provided for carrying out measures related to education structure and support, program development, teacher training, student development and any other support category that better reflects the particular situation in New Brunswick and that is in accordance with the strategic priorities set out in subsection 3.2 and agreed upon by both parties.

3.4 Additional Strategies – Support Categories and Areas of Intervention

3.4.1 For all levels of education, for both French first-language education and French second-language instruction, Canada's financial assistance for additional strategies shall be provided for carrying out measures related to the support categories and areas of intervention set out in Schedule 3. The support categories and areas of intervention to which New Brunswick chooses to give priority may include all or part of the categories and areas set out in Schedule 3 or any other category or area that better reflects the particular situation in New Brunswick and that is in accordance with the strategic priorities set out in subsection 3.2 and agreed upon by both parties.

3.5 Capital Projects

3.5.1 Canada and New Brunswick may conclude auxiliary agreements concerning the implementation of capital projects under this agreement. These auxiliary agreements shall establish the administrative terms and conditions of Canada's financial contribution. These conditions shall specify, among others, the supporting documents required to ensure that the payments are made and the terms related to the disposal of assets acquired using Canada's contribution. These auxiliary agreements shall also set out the conditions to be met in order to fulfil the requirements of provincial and federal statutes and regulations on environmental assessment.

3.6 Inter-Provincial/Territorial or Pan-Canadian Projects

3.6.1 In the interests of increasing inter-provincial/territorial cooperation and to encourage optimum use of resources, Canada and New Brunswick recognize the importance of undertaking projects or carrying out strategic priorities of an inter-provincial/territorial or pan-Canadian scope. For this purpose, it is mutually agreed that such projects or the carrying out of strategic priorities may be coordinated by CMEC, Canada, New Brunswick, or other provinces and territories. The terms and conditions governing these projects shall be subject to prior agreement between Canada, the provincial and/or territorial governments concerned and/or CMEC.

4. PROVINCIAL ACTION PLANS

4.1 For the purposes of this agreement, Canada and New Brunswick agree that New Brunswick shall provide a multi-year action plan for regular programs and a multi-year action plan for additional strategies, in accordance with the objectives described in section 2. New Brunswick's action plans (Schedule 2) shall be preceded by a single preamble.

- 4.2 The preamble of New Brunswick's action plan (Schedule 2) shall describe the following elements:
- 4.2.1 New Brunswick's general approach, objectives and strategic priorities for 2005-06 to 2008-09;
 - 4.2.2 the way New Brunswick's action plans (Schedule 2) contribute to attaining the objectives set out in Canada's Action Plan;
 - 4.2.3 the complementary and non-duplicative nature of the measures included in the action plans related to New Brunswick's regular programs and additional strategies described in Schedule 2;
 - 4.2.4 the student participation numbers and rates in French first-language education and French second-language instruction programs;
 - 4.2.5 the strategy that New Brunswick shall use to measure the expected results in a meaningful way, and the data sources that shall be used for that purpose; and
 - 4.2.6 the consultations carried out in developing New Brunswick's action plans (Schedule 2), the consultation process established concerning the progress and strategies implemented for the duration of this agreement and, as deemed necessary, the participants included in the consultations.
- 4.3 Each of New Brunswick's action plans (Schedule 2) shall present, for each of the objectives mentioned in section 2 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 New Brunswick shall measure achievement of the outcomes;
 - 4.3.4 a breakdown by measure and by fiscal year of the estimated expenditures and Canada's and New Brunswick'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, 2009 for the *Development of Official-Language Communities* Program, *Minority Language Education* Component, and the *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 agrees to contribute to the eligible expenses incurred by New Brunswick for the purposes described in section 2. Canada's total financial contribution shall be the lesser of eighty-six million tree hundred and ninety-one thousand nine hundred and fifty-six dollars (\$86,391,956) or fifty (50) percent of the total eligible expenses incurred during the term of this agreement.

5.2 Canada's Financial Contribution – Regular Programs

5.2.1 Subject to subsection 5.1 and from within Canada's financial contribution described in subsection 5.1, Canada shall make the following annual contributions from regular funds to New Brunswick for the implementation of the measures described in its action plan (Schedule 2):

Fiscal Years	Regular Funds
2005-06	\$17,515,000
2006-07	\$17,515,000
2007-08	\$17,515,000
2008-09	\$17,515,000
Total	\$70,060,000

5.2.2 Canada's contribution is conditional on New Brunswick's providing for each support category a financial contribution equivalent to or greater than that of Canada for the implementation of its action plan for regular programs (Schedule 2), except for teacher and student bursaries and fellowships, which can be fully covered by Canada's financial contribution.

5.3 Canada's Financial Contribution – Additional Strategies

5.3.1 Subject to subsection 5.1 and from within Canada's financial contribution described in subsection 5.1, Canada shall make the following annual contributions from additional funds to New Brunswick for the implementation of the measures described in its provincial action plan (Schedule 2):

Fiscal Years	Additional Funds - French First-Language Education	Additional Funds - French Second-Language Instruction
2005-06	\$2,978,390	\$818,416
2006-07	\$3,050,790	\$1,108,976
2007-08	\$2,992,760	\$1,194,932
2008-09	\$2,943,758	\$1,243,934
Total	\$11,965,698	\$4,366,258

5.3.2 Canada's contribution is conditional on New Brunswick's providing for each support category a financial contribution equivalent to or greater than that of Canada for the implementation of its action plan for additional strategies (Schedule 2) and any other measure carried out under this agreement.

5.4 Canada and New Brunswick 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 Subject to the appropriation of funds by the Legislative Assembly of New Brunswick and the maintenance of current and forecasted budgetary levels for the Department of Intergovernmental and International Relations, New Brunswick agrees to contribute to the eligible expenses incurred under the terms of its action plans (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.

5.7 Complementary Contributions

5.7.1 Canada reserves the right to approve complementary contributions in addition to the regular and additional funds described in section 5. The terms and conditions governing complementary contributions shall be set out in a separate agreement between Canada and New Brunswick.

5.7.2 Complementary contributions shall address the following areas as a priority, but not exclusively,:

5.7.2.1 development of post-secondary education;

5.7.2.2 capital projects and the promotion of research in French first-language education and French second-language instruction;

5.7.2.3 program growth and quality and cultural enrichment in French first-language education at all levels of instruction; and

5.7.2.4 growth and improvement of French second-language instruction programs at all levels of instruction.

5.7.3 The provision of complementary contributions as described in subsection 5.7 shall not result in any adjustment to the funding provided for and within the budgets described in subsection 5.1.

6. ELIGIBLE EXPENSES

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

7. AVAILABILITY OF MATERIALS

7.1 New Brunswick agrees to take all reasonable measures to make available to any researcher, institution, 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, New Brunswick may catalogue this material and make it available to the public. New Brunswick 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 New Brunswick agree that the contribution referred to in subsection 5.1 applies only to the measures described in New Brunswick's action plans (Schedule 2), based on the federal and provincial budget breakdown included in this agreement.

9. ACCOUNTABILITY

9.1 Canada and New Brunswick 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, New Brunswick agrees to provide Canada with the financial statements and reports required for each year covered by this agreement.

9.2 The requirements pertaining to the submission and acceptance of financial statements and reports 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 New Brunswick.

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

11.1 No member of the House of Commons, the Senate or the Legislative Assembly of New Brunswick 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 New Brunswick or anyone else, that occurs through the execution of this agreement by New Brunswick unless such injury, loss or damage is caused by the negligence, wilful 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 New Brunswick concludes a loan, rent-to-own contract or other long-term contract involving the project for which the contribution is granted in this agreement.

14. INDEMNIFICATION

14.1 New Brunswick 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 by New Brunswick or its employees, officers or agents in carrying out the measures described in this agreement.

15. DISPUTE RESOLUTION

15.1 In the event of a dispute arising under the terms of 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 New Brunswick, directly or through its representatives, makes or made a false declaration or a misrepresentation to Canada; or

16.1.2 One of the conditions or commitments included in this agreement has not been fulfilled.

16.2 In the event of breach of commitments, Canada may avail itself of one or more of the following remedies:

16.2.1 Reduce Canada's contribution to New Brunswick and inform it accordingly;

16.2.2 Suspend any payment of Canada's contribution, either with respect to amounts already owing or future payments;

16.2.3 Rescind this agreement and immediately terminate any financial obligation arising out of it;

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 New Brunswick. New Brunswick 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 thereunder, 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 New Brunswick.

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 New Brunswick shall be sent by mail to:

Minister of Intergovernmental Affairs
Province of New Brunswick
Post Office Box 6000
Fredericton, New Brunswick
E3B 5H1

Attention of:
Director, Francophonie and Official Languages

19.3 Any notice, information or document required under this agreement shall be deemed given if it is delivered, sent by facsimile, email or mail. Any notice delivered, sent by facsimile or email shall be deemed to have been received one working day after it is sent; any notice that is mailed shall be deemed to have been received eight (8) working days after being mailed.

20. DURATION

20.1 This agreement binds Canada and New Brunswick for the period starting April 1, 2005, and ending March 31, 2009, and all contributions to be provided by Canada in accordance with the provisions of this agreement are to be applied only to the strategies implemented and expenses incurred by New Brunswick in carrying out its action plans (Schedule 2).

20.2 For the 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. The period of activity covered by this agreement could therefore end on June 30, 2009.

21. AMENDMENT OF TERMINATION

21.1 The parties may, with 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 – New Brunswick’s action plans related to minority language education and second language instruction - 2005-06 to 2008-09

SCHEDULE 3 – Canada’s Action for Official Languages – Support Categories 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

Josée Verner

The Honourable Josée Verner
Minister of International Cooperation
Minister for La Francophonie and
Official Languages

Witness

Denis Jollette

Name in block letters

Denis Jollette

Signature

ON BEHALF OF NEW BRUNSWICK

Bernard Lord

The Honourable Bernard Lord
Premier and
Minister of Intergovernmental Affairs
of New Brunswick

Witness

Monique Cormier

Name in block letters

Monique Cormier

Signature

AND

Beverley J. Oda

The Honourable Beverley J. Oda
Minister of Canadian Heritage and
Status of Women

Witness

Joanne McNamara

Name in block letters

Joanne McNamara

Signature

ADMINISTRATIVE TERMS AND CONDITIONS

1. TERMS OF PAYMENT

1.1. Canada's annual contributions to New Brunswick's action plans (Schedule 2) referred to in section 5 of this agreement shall be made as follows:

1.1.1 Year 1 (2005-06)

1.1.1.1 A first advance payment, representing one half (50%) of Canada's contribution for regular programs and additional strategies for 2005-06, shall be made following acceptance by Canada of New Brunswick's action plans (Schedule 2) and the signing of this agreement, and on condition that the requirements for the previous payments related to the *Canada – New Brunswick Provisional Arrangements for Minority-Language Education and Second-Language Instruction for 2004-05* and to the *Canada – New Brunswick Agreement on Targeted Measures for Minority-Language Education and for Second-Official-Language Instruction - 2004-05* have been met.

1.1.1.2 A second and final advance payment, not exceeding the balance of Canada's contribution for regular programs and additional strategies for 2005-06, shall be made following receipt and acceptance by Canada of:

- a) a report on outcomes achieved through Canada's contribution in 2004-05 and an accompanying final certified financial statement related to the *Canada – New Brunswick Provisional Arrangements for Minority-Language Education and Second-Language Instruction for 2004-05*; and
- b) in accordance with section 2 of this schedule, a certified interim financial statement for 2005-06 for regular programs and additional strategies.

1.1.2 Years 2 and 3 (2006-07 and 2007-08)

1.1.2.1 A first advance payment, representing one half (50%) of Canada's contribution for regular programs and additional strategies for each current fiscal year, shall be made on condition that the requirements for the previous payments have been met and, as deemed necessary, subject to the receipt and acceptance by Canada of updated action plans (Schedule 2).

1.1.2.2 A second and final advance payment, not exceeding the balance of Canada's contribution for regular programs and additional strategies for each current fiscal year, shall be made following receipt and acceptance by Canada, in accordance with section 2 of this schedule, of:

- a) an annual report on outcomes for the preceding fiscal year for regular programs and additional strategies;
- b) a certified final financial statement for the preceding fiscal year for regular programs and additional strategies; and
- c) a certified interim financial statement for the current fiscal year for regular programs and additional strategies.

1.1.3 Year 4 (2008-09)

1.1.3.1 A first advance payment, representing one half (50%) of Canada's contribution for regular programs and additional strategies for 2008-09, shall be made on condition that the requirements for the previous payments have been met and, as deemed necessary, subject to the receipt and acceptance by Canada of updated action plans (Schedule 2).

1.1.3.2 A second advance payment, representing one quarter (25%) of Canada's contribution for regular programs and additional strategies for 2008-09, shall be made following receipt and acceptance by Canada, in accordance with section 2 of this schedule, of:

- a) an annual report on outcomes for 2007-08 for regular programs and additional strategies;
- b) a certified final financial statement for 2007-08 for regular programs and additional strategies; and
- c) a certified interim financial statement for 2008-09 for regular programs and additional strategies.

1.1.3.3 A third and final advance payment, not exceeding the balance of Canada's contribution for regular programs and additional strategies for 2008-09, shall be made following receipt and acceptance by Canada, in accordance with section 2 of this schedule, of:

- a) an annual report on outcomes for 2008-09 for regular programs and additional strategies; and
- b) a certified final financial statement for 2008-09 for regular programs and additional strategies.

1.2 The amounts to be paid by Canada to New Brunswick 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 the said documents conforming to the terms and conditions of this agreement and on New Brunswick acting on any issues raised by Canada, should the occasion arise.

1.3 Canada and New Brunswick agree that the payments referred to in subsection 1.1 of this schedule may be paid in two separate instalments, one for regular programs and one for additional strategies, upon receipt and acceptance by Canada of all required documentation related to the payments for the period in question.

2. FINANCIAL STATEMENTS AND REPORTS ON OUTCOMES

2.1 In accordance with section 1 of this schedule, New Brunswick shall provide certified interim and final financial statements and annual reports on outcomes achieved under its action plans (Schedule 2) for each fiscal year covered by this agreement.

2.2 Canada and New Brunswick agree that the financial statements and reports for regular programs shall be separate from the financial statements and reports for additional strategies.

2.3 The financial statements shall be certified by a senior program officer and a certified financial officer, both of whom shall be duly authorized by New Brunswick and approved by Canada.

2.4 Canada and New Brunswick agree that the financial statements provided to Canada by New Brunswick shall indicate a breakdown of expenditures by support category for each linguistic objective, according to its action plan (Schedule 2). In the case of regular programs, the financial statements shall indicate a specific breakdown of expenditures for teacher and student bursaries and fellowships.

2.5 By March 31 of each fiscal year covered by this agreement, New Brunswick 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.

2.6 Within six (6) months following the end of each fiscal year covered by this agreement, New Brunswick shall provide certified final financial statements of its actual expenditures related to Canada's financial contribution. The certified final financial statements shall provide details of the actual expenditures incurred up to March 31 of the current fiscal year.

- 2.7 Within six (6) months following the end of the last fiscal year covered by this agreement, New Brunswick shall provide a certified final financial statement of its actual expenditures and Canada's and New Brunswick's contributions for the term of this agreement.
- 2.8 Within six (6) months following the end of each fiscal year covered by this agreement, New Brunswick shall provide separate annual reports on outcomes related to regular programs and to additional strategies based on the indicators prescribed in its action plans (Schedule 2) for public information purposes. Each annual report on outcomes shall be accompanied by a cover letter that will provide an overall interpretation of the outcomes achieved by New Brunswick and examples of New Brunswick's most significant achievements in relation to its objectives in education as set out in its preamble (Schedule 2).
- 2.9 New Brunswick shall provide the financial statements and reports referred to in sections 1 and 2 of this schedule in the manner considered by the province to be most appropriate to its particular circumstance. Following presentation of such information, if there is a need, in the opinion of Canada, to clarify the information provided, Canada and New Brunswick shall hold discussions to do so and to review the pertinence of such information to the needs of Canada.
- 2.10 The certified final financial statements and annual reports on outcomes may follow the model proposed by Canada in Schedule 4.
- 2.11 For the purposes of this agreement, Canada agrees that the period during which expenses may 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, New Brunswick undertakes to ensure that the items it reports 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 in the following fiscal year.
- 2.12 New Brunswick 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. New Brunswick 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, New Brunswick 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 Transfers between regular and additional funds

3.1.1 For each fiscal year covered by and subject to the provisions of subsection 6.1 of this agreement, New Brunswick may transfer a portion of regular funds to additional funds. These transfers are subject to prior agreement of the Director, Operations and Regional Coordination, Official Languages Support Programs Branch, Department of Canadian Heritage. New Brunswick shall present such a request in writing before February 15 of the current fiscal year.

3.1.2 New Brunswick agrees not to transfer additional funds to regular funds.

3.2 Transfers within an action plan (Schedule 2)

3.2.1 Regular funds

3.2.1.1 For each fiscal year covered by and subject to the provisions of subsection 6.1 of this agreement, New Brunswick may transfer a portion of regular funds from one support category to another under the same linguistic objective, insofar as these transfers do not jeopardize the ability to achieve the expected outcomes described in its action plan (Schedule 2).

3.2.1.2 For each fiscal year covered by and subject to the provisions of subsection 6.1 of this agreement, New Brunswick may transfer a portion of regular funds from one linguistic 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. New Brunswick shall present such a request in writing before February 15 of the current fiscal year.

3.2.2 Additional funds

3.2.2.1 For each fiscal year covered by and subject to the provisions of subsection 6.1 of this agreement, New Brunswick may transfer a portion of additional funds from one support category to another under the same linguistic objective, insofar as these transfers do not jeopardize the ability to achieve the expected outcomes described in its action plan (Schedule 2).

3.2.2.2 For each fiscal year covered by and subject to the provisions of subsection 6.1 of this agreement, New Brunswick may transfer a portion of additional funds from one linguistic 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. New Brunswick shall present such a request in writing before February 15 of the current fiscal year. Canada and New Brunswick agree to compensate for these transfers of additional funds by the conclusion of this agreement so as to restore balance among investments in the linguistic objectives of Canada's Action Plan.

3.2.2.3 Two years after the signing of this agreement, New Brunswick may, with the prior agreement of Canada, make adjustments in its action plan related to additional strategies (Schedule 2) with respect to certain strategic priorities for French first-language education and French second-language instruction in order to address its pace of progress and particular challenges in the maintenance and development of French first-language education and French second-language instruction programs, the demographic characteristics or the particularities of its delivery systems in the offering of educational services. Canada and New Brunswick agree that such adjustments may result in an amendment of this agreement.

3.3 Transfers of regular funds to the Explore/Destination Clic and Accent/Odyssey programs

3.3.1 For each fiscal year covered by and subject to the prior agreement of the two parties, New Brunswick may transfer to Explore/Destination Clic or to Accent/Odyssey a portion of the regular funds made available for the implementation of the measures described in its action plan related to regular programs (Schedule 2).

4. OVERPAYMENT

4.1 The parties agree that, if the payments made to New Brunswick under this agreement exceed the amounts to which New Brunswick is entitled, the overpayment shall be returned to Canada, failing which Canada may reduce its future contributions to New Brunswick 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 New Brunswick in connection with the provisions of this agreement to ensure compliance with these provisions, and New Brunswick agrees to make all records, documents and information relevant to this agreement available to auditors who can 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 New Brunswick of the results of any financial audit and to pay New Brunswick, as soon as possible after completion of the audit, any monies that the audit may show to be then due and owing to New Brunswick. New Brunswick 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 New Brunswick 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 New Brunswick agrees to participate in the production of an interim and a final summary report of pan-Canadian scope on the implementation of the provincial and territorial action plans. The reports shall be developed by CMEC for public information purposes. They shall include a concise description of the achievement of outcomes called for in the provincial and territorial action plans under the Protocol. The final report shall also include a pan-Canadian indicator of participation numbers and rates in minority language education and second-language instruction programs. Prior to their public release, such reports shall be made available to Canada for review.
- 6.3 Canada and New Brunswick 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.
- 6.4 Canada and New Brunswick agree to make the reports on regular programs and additional strategies available to the Canadian public in a reasonable timeframe after the documents are accepted by Canada.
- 6.5 New Brunswick shall endeavour through CMEC to establish comparable pan-Canadian measures of student participation and performance in minority language education and second-language instruction programs. Updates in this respect shall be provided during the annual meetings described in subsection 7.4 of this schedule.
- 6.6 New Brunswick agrees to give recognition to Canada's contributions when conducting publicity for all regular programs and additional strategies for which financial assistance was provided by Canada. For the purpose of this agreement, publicity includes, without being limited to, news releases, reports of provincial departments or agencies, and correspondence with educational institutions. New Brunswick agrees to provide Canada with samples of these different kinds of publicity.
- 6.7 New Brunswick agrees to take all reasonable measures to ensure that any other recipient of a financial contribution from Canada (for example, schools, school boards and postsecondary institutions) mention Canada's contributions wherever appropriate in any publicity relating to the programs for which Canada has made a financial contribution.
- 6.8 Canada and New Brunswick agree that communications and publications for the general public regarding this agreement shall be issued in both official languages.

7. CONSULTATION

- 7.1 New Brunswick has assured Canada in the preamble of its action plans (Schedule 2) that the interested associations and groups of the province, including representatives of school boards and post-secondary institutions, were consulted while developing its action plans (Schedule 2).
- 7.2 New Brunswick agrees to consult, as deemed necessary, interested associations and groups, in particular representatives of school boards and post-secondary institutions, about its regular programs and additional strategies provided for in this agreement. When possible, these consultations shall be held annually and may be conducted jointly by Canada and New Brunswick.

- 7.3 Canada intends to consult interested associations and groups about the programs provided for in this agreement and towards which Canada provides a financial contribution. When possible, these consultations may be conducted jointly with New Brunswick.
- 7.4 Canada and New Brunswick agree to meet at least once a year with Canada and provincial officials to discuss the programs provided for under the Protocol and review the various initiatives undertaken with respect to the objectives and strategic priorities outlined in the Protocol.

8. EVALUATION

- 8.1 New Brunswick is responsible for the evaluation of its educational programs and measures, including its action plans (Schedule 2). New Brunswick 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 the *Enhancement of Official Languages* Program, *Second-Language Learning* Component, are routinely subject to evaluation. Canada shall encourage input from New Brunswick 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 New Brunswick.

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

MINORITY LANGUAGE EDUCATION

EXPECTED RESULTS	
<ul style="list-style-type: none"> • 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 	
SUPPORT CATEGORIES	AREA OF INTERVENTION
Promotion of access and integration	<ol style="list-style-type: none"> 1. Develop strategies to recruit students and to prepare them for school; 2. Language upgrading programs (in English and French); 3. Strategies to welcome children of immigrants; 4. 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	<ol style="list-style-type: none"> 1. Develop and implement programs / approaches / adapted teaching resources; 2. Cultural enrichment initiatives / rooting the school in the community (school-community centres, etc.); 3. Secondary school revitalization initiatives; 4. Use new communication technologies; 5. Improve French as a second language programs in Quebec.
Teachers and education support services	<ol style="list-style-type: none"> 1. Assistance in recruiting teachers and support services specialists; 2. Initial / continuous training initiatives in minority language education and support services; 3. Integrate new communication technologies into teaching practices, including those to compensate for a shortage of teachers.
Improvement of access to post-secondary education	<ol style="list-style-type: none"> 1. Develop new programs; 2. Initiative to facilitate the transition from secondary to post-secondary schools; 3. Distance education and inter-institutional program sharing; 4. Create new institutional infrastructures.
Promotion of research on minority language education and dissemination of knowledge	<ol style="list-style-type: none"> 1. Share information on best practices; 2. Gather and disseminate knowledge on minority language education; 3. Strategies and methods for francization, retention and identity development; 4. Improve methods for measuring results and for reporting to Canadians.

SECOND-LANGUAGE INSTRUCTION

EXPECTED RESULTS	
<ul style="list-style-type: none"> • By 2013, increase from 24% to 50% the proportion of secondary school graduates with a working knowledge of their second language • Increase access to post-secondary programs 	
SUPPORT CATEGORIES	AREA OF INTERVENTION
Improve core English and French programs	<ol style="list-style-type: none"> 1. Improve programs; 2. Enhance their teaching capacity; 3. Modernize teaching methods, use new technologies and enhance the quality of teaching resources; 4. Recruit new students and retain those already enrolled; 5. Recognize and value learning.
Revitalize immersion programs	<ol style="list-style-type: none"> 1. Increase the number of students; 2. Reverse the drop-out trend at the secondary level; 3. Authentic communication experiences (cultural enrichment, exchanges, etc.); 4. Recognize and value learning.
Teachers and education support services	<ol style="list-style-type: none"> 1. Assistance in recruiting teachers; 2. Improve the language skills of current and future teachers; 3. Encourage students in education to continue their studies in their second language; 4. Use new technologies to compensate for the shortage of teachers.
Continuation of learning at the post-secondary level	<ol style="list-style-type: none"> 1. Incentives to continue learning the second language at the post-secondary level; 2. Offer new programs; 3. Create support mechanisms for students; 4. Recognize and value learning.
Promotion of research on the teaching of English and French as a second language	<ol style="list-style-type: none"> 1. Develop instruments to measure results; 2. Share information on best practices; 3. Gather and disseminate knowledge on the teaching of English and French as second languages; 4. Improve methods for measuring results and for reporting to Canadians.

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

Canada - New Brunswick Agreement on French First-Language Education and French Second-Language Instruction
 2005-06 to 2008-09

REGULAR PROGRAMS

OBJECTIVE(S):

EXPECTED OUTCOMES 2008-09	PERFORMANCE INDICATORS	PLANNED STRATEGIES/MEASURES 2005-06 TO 2008-09	OUTCOMES ACHIEVED (<i>current fiscal year</i>)	ACTUAL EXPENDITURES AT March 31, (<i>year</i>)		
				PROJECTED BUDGET		TOTAL ACTUAL EXPENDITURES
				FEDERAL	PROVINCE	April 1 st (<i>year</i>) to March 31, (<i>year</i>)
<i>(Optional)</i> STRATEGIC PRIORITY:						
SUPPORT CATEGORY:						
<i>(Optional)</i> STRATEGIC PRIORITY:						
SUPPORT CATEGORY:						
GRAND TOTAL						

Certified by: _____ (Senior Program Officer) Date: _____

Certified by: _____ (Certified Financial Officer) Date: _____

MODEL

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

*Canada - New Brunswick Agreement on French First-Language Education and French Second-Language Instruction
2005-06 to 2008-09*

ADDITIONAL STRATEGIES

OBJECTIVE(S):

EXPECTED OUTCOMES 2008-09	PERFORMANCE INDICATORS	PLANNED STRATEGIES/MEASURES 2005-06 TO 2008-09	OUTCOMES ACHIEVED <i>(current fiscal year)</i>	ACTUAL EXPENDITURES AT March 31, <i>(year)</i>		
				PROJECTED BUDGET		TOTAL ACTUAL EXPENDITURES
				FEDERAL	PROVINCE	April 1 st <i>(year)</i> to March 31, <i>(year)</i>
<i>(Optional)</i> STRATEGIC PRIORITY:						
SUPPORT CATEGORY:						
AREA OF INTERVENTION:						
<i>(Optional)</i> STRATEGIC PRIORITY:						
SUPPORT CATEGORY:						
AREA OF INTERVENTION:						
GRAND TOTAL						

Certified by: _____ (Senior Program Officer) Date: _____

Certified by: _____ (Certified Financial Officer) Date: _____