

**CANADA –ALBERTA AGREEMENT  
ON PROVINCIAL AND INTERPROVINCIAL/TERRITORIAL  
COMPLEMENTARY PROJECTS  
RELATED TO OFFICIAL LANGUAGES IN EDUCATION  
2005-2006**

**CANADA – ALBERTA AGREEMENT**  
**ON PROVINCIAL AND INTERPROVINCIAL/TERRITORIAL COMPLEMENTARY PROJECTS**  
**RELATED TO OFFICIAL LANGUAGES IN EDUCATION**  
**2005-2006**

**THIS AGREEMENT** was concluded in English and French on this 31<sup>st</sup> 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 ALBERTA**, hereinafter called “Alberta”, represented by the Minister of Education and the Minister of Advanced Education of Alberta.

**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** Alberta 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 Alberta;

**WHEREAS** education is under provincial jurisdiction;

**WHEREAS** Alberta, 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 Alberta 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** Alberta 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** Alberta acknowledges the importance of pursuing interprovincial and interterritorial initiatives related to official languages in education and that Alberta agrees to coordinate some projects on behalf of all participating provinces and territories;

**WHEREAS** Canada and Alberta, in accordance with the terms of this agreement, are prepared to allocate funds to support provincial and interprovincial/territorial complementary projects intended to strengthen the quality of minority language and second language education programs in Alberta and elsewhere in the country;

**AND WHEREAS** Canada and Alberta 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;

**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 Alberta’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 Alberta’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 Alberta, 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 Alberta.

“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 and second-language instruction 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 Alberta. For each reporting period, these financial statements present, as separate items, the budget for each of the measures set out in the Alberta’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.

“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 Alberta for 2005-06 to support the provincial and interprovincial/territorial projects, as described in Schedule 2 of this agreement. These projects are designed to meet the educational needs in French and the educational needs in French as a second language.

### **3. PURPOSE OF THE CONTRIBUTION**

- 3.1 Subject to the provisions of this agreement and in accordance with section 2, Canada and Alberta agree that Canada's complementary contribution will address the following areas as a priority, but not exclusively:
- 3.1.1 provincial complementary projects aimed at:
- a) the development of post-secondary education;
  - b) the promotion of research in minority-language education and second-language instruction;
  - c) the growth and quality of programs and cultural enrichment in minority-language education at all levels of instruction; and
  - d) the growth and improvement of second-language programs at all levels of instruction.
- 3.1.2 interprovincial/territorial projects, in which Alberta participates, aimed at increasing interprovincial/territorial cooperation to encourage optimum use of resources and profit from the pooling of resources and expertise from the various jurisdictions.

### **4. PROVINCIAL ACTION PLANS**

- 4.1 For the purposes of this agreement, Canada and Alberta agree that Alberta shall provide separate action plans for provincial complementary projects and for interprovincial/territorial complementary projects, in accordance with the objectives described in section 2. Alberta's action plans (Schedule 2) shall be preceded by a single preamble.
- 4.2 Alberta's preamble shall describe the following elements:
- 4.2.1 the way Alberta's action plans (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 plans under this agreement and the measures taken under the regular programs and additional strategies funded during the period covered by this agreement.
- 4.3 Each provincial action plan (Schedule 2) shall present, for each linguistic objective, and for the period covered by this agreement, the following elements:
- 4.3.1 if applicable, participating provincial/territorial governments;
- 4.3.2 the expected outcomes;
- 4.3.3 the measures or projects to be implemented to ensure that the expected outcomes are achieved;
- 4.3.4 the performance indicators by which Alberta shall measure achievement of the outcomes;
- 4.3.5 a breakdown by measure and fiscal year of the estimated expenditures and Canada's and Alberta'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 one million three hundred and sixty thousand five hundred and one dollars (\$1,360,501).
- 5.2 Subject to subsection 5.1 and from within Canada's financial contribution described in subsection 5.1, Canada shall contribute:
- a) for provincial complementary projects, a financial contribution to be the lesser of nine hundred fifty-six thousand six hundred and eighty-nine dollars (\$956,689) for the implementation of the action plan related to provincial complementary projects (Schedule 2) or fifty percent (50%) of the total eligible expenses incurred during the year 2005-06;
  - b) for interprovincial/territorial complementary projects, a financial contribution to be the lesser of four hundred and three thousand eight hundred and twelve dollars (\$403,812) for the implementation of the action plan related to interprovincial/territorial complementary projects (Schedule 2) or fifty percent (50%) of the total eligible expenses incurred during the year 2005-06, except for the area of intervention "Promotion of research" – Minority Language Education (K to 12), which will be fully covered by Canada's financial contribution.
- 5.3 Canada's financial contribution is conditional on Alberta's providing for each measure a financial contribution equivalent to or greater than that of Canada for the implementation of its action plans (Schedule 2).
- 5.4 Canada and Alberta 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 Alberta under the Protocol for 2005-06 to 2008-09, and shall be subject to separate accountability measures. Canada and Alberta agree that the complementary contributions approved under this agreement, excluding those complementary funds provided for interprovincial/territorial projects, shall be included in the calculation of the total funding awarded to Alberta under Canada's Action Plan.
- 5.6 Subject to the appropriation of funds by the Legislative Assembly of Alberta and the maintenance of current and forecasted budget levels for the Department of Education and the Department of Advanced Education, Alberta agrees to contribute to the eligible expenses incurred under the terms of its action plans (Schedule 2) for the term of this agreement.
- 5.7 Alberta will be responsible for approving and managing the interprovincial/territorial projects described in Schedule 2 of the Agreement. Alberta will be accountable to Canada for the management of these projects and the appropriate use of Canada's contribution.
- 5.8 Alberta will employ separate reporting and performance measurement procedures for the complementary funds provided to Alberta for interprovincial/territorial projects.
- 5.9 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 Alberta's action plans (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. APPROVED STRATEGIES AND BUDGETS**

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

## **8. ACCOUNTABILITY**

8.1 Canada and Alberta agree that they must be accountable to Parliament and to the provincial legislature respectively, and to the general public for the proper use of funds provided under this agreement and for the results achieved by these investments. Consequently, Alberta agrees to provide Canada with the financial statements and report required for the year covered by this agreement.

8.2 The requirements pertaining to the submission and acceptance of financial statements and report are described in section 2 of Schedule 1.

## **9. PARTNERSHIP**

9.1 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 Alberta.

## **10. MEMBERS OF THE HOUSE OF COMMONS, THE SENATE AND THE LEGISLATIVE ASSEMBLY OF ALBERTA**

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

## **11. FORMER FEDERAL PUBLIC OFFICE HOLDERS AND PUBLIC SERVANTS**

11.1 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.

## **12. LIABILITY OF CANADA**

12.1 Canada shall not be liable for any injury, including death, or for any loss or damage to the property of Alberta or anyone else, that occurs through the execution of this agreement by Alberta 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.

12.2 Canada disclaims itself from any liability in the event that Alberta concludes a loan, rent-to-own contract or other long-term contract involving the project for which the contribution is granted in this agreement.

## **13. INDEMNIFICATION**

13.1 Each party shall indemnify and hold harmless the other party, the other party's employees and agents from any and all third party claims, demands, action or costs (including legal costs on a solicitor-client basis) for which it is legally responsible, including those arising out of negligence or wilful acts by the responsible party, its employees or agents. This hold harmless provision shall survive this agreement.

## **14. DISPUTE RESOLUTION**

14.1 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.

## **15. BREACH OF COMMITMENTS AND RECOURSE**

15.1 The following constitute breach of commitments:

15.1.1 Alberta, directly or through its representatives, makes or made a false declaration or a misrepresentation to Canada; or

15.1.2 Canada is of the opinion that one of the conditions or commitments included in this agreement has not been fulfilled.

15.2 In the event of a breach of commitments or if Canada believes that there is a risk of breach of commitments, Canada may give Alberta written notice thereof specifying the breach and requiring Alberta to remedy the breach. If upon expiry of sixty (60) days after the notice has been received by Alberta, Alberta has not remedied the breach, Canada may avail itself of one or more of the following remedies::

15.2.1 reduce Canada's contribution to Alberta and inform it accordingly;

15.2.2 suspend any payment of Canada's financial contribution, either with respect to amounts already owing or to future payments;

15.2.3 rescind this agreement and immediately terminate any financial obligation arising therefrom;

15.2.4 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 Alberta. Alberta shall immediately comply with all written demands.

15.3 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.

## **16. ASSIGNMENT**

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

## **17. APPLICABLE STATUTES**

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

## **18. COMMUNICATIONS**

18.1 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 Language Support Programs Branch

18.2 Any communication concerning this agreement intended for Alberta shall be sent by mail to:

Minister of Education  
Government of Alberta  
10800 – 97<sup>th</sup> Avenue  
Legislature Building, Room 228  
Edmonton, Alberta T5K 2B6

and

Minister of Advanced Education  
Government of Alberta  
10800 – 97<sup>th</sup> Avenue  
Legislature Building, Room 204  
Edmonton, Alberta T5K 2B6

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

## **19. DURATION**

19.1 This agreement binds Canada and Alberta for the period starting April 1, 2005, and ending March 31, 2006. Subject to subsection 19.2, all contributions to be provided by Canada in accordance with the provisions of this agreement are to be applied only to the measures implemented and expenses incurred by Alberta in carrying out its action plans (Schedule 2) for the period commencing on April 1, 2005 and ending on March 31 2006.

19.2 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 19.1 could therefore end on June 30, 2006.

19.3 All the obligations of Alberta shall survive, explicitly or by reason of their nature, the cancellation or expiry of this agreement, until they are discharged or until they expire.

## **20. AMENDMENT OR TERMINATION**

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

## **21. CONTENT OF AGREEMENT**

21.1 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 – Alberta’s action plans related to provincial and interprovincial/territorial complementary projects – 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**

Josée Verner

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

**Witness**

Denis Jollette

\_\_\_\_\_  
Name in block letters

Denis Jollette

\_\_\_\_\_  
Signature

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

**ON BEHALF OF ALBERTA**

Gene Zwozdesky

\_\_\_\_\_  
The Honourable Gene Zwozdesky  
Minister of Education

Denis Herard

\_\_\_\_\_  
The Honourable ~~Dave Hancock~~, Q.C. Denis Herard  
Minister of Advanced Education

Approved as per the *Government Organization Act*

Gary G. Mar

\_\_\_\_\_  
The Honourable ~~Pearl Calhoun~~ Gary G. Mar  
Acting Minister of International and  
Intergovernmental Relations

**Witness**

Audrey Dutka

\_\_\_\_\_  
Name in block letters

Audrey Dutka

\_\_\_\_\_  
Signature

**ADMINISTRATIVE TERMS AND CONDITIONS**

**1. TERMS OF PAYMENT**

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

- a) A first advance payment, representing one half (50%) of Canada's contribution for 2005-06, shall be made following the acceptance by Canada of Alberta's action plans (Schedule 2) and the signing of this agreement.
- b) A second and final payment, not exceeding the balance of Canada's contribution for 2005-06, shall be made following receipt and acceptance by Canada of a report on outcomes achieved through Canada's contribution and an accompanying final certified financial statement.

1.2 The amounts to be paid by Canada to Alberta 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 Alberta acting on any issues raised by Canada, should the occasion arise.

**2. FINANCIAL STATEMENTS AND REPORT ON OUTCOMES**

2.1 In accordance with section 1 of this schedule, Alberta shall provide a certified final financial statement and an annual report on outcomes under its action plans (Schedule 2) for the school 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 Alberta and approved by Canada.

2.3 Canada and Alberta agree that the financial statements provided to Canada by Alberta shall indicate a breakdown of expenditures by measure according to its action plans (Schedule 2).

2.4 Within six (6) months following the end of the school year covered by this agreement, Alberta shall provide final certified 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 June 30 of the school year.

2.5 Within six (6) months following the end of the school year covered by this agreement, Alberta shall provide a certified final financial statement of its actual expenditures and Canada's and Alberta's contributions for the term of this agreement.

2.6 Within six (6) months following the end of the school year covered by this agreement, Alberta shall provide an annual report on outcomes related to the projects described in its provincial action plans (Schedule 2), based on the indicators, 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 Alberta and examples of Alberta's most significant accomplishments.

2.7 Alberta 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 Alberta 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 the purposes of this agreement, Canada agrees that the period during which expenses can be charged against contributions may be extended to June 30 in order to take the school year into consideration. Where necessary, Alberta 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 Alberta 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. Alberta 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, Alberta 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 the year covered by and subject to the provisions of subsection 6.1 of this agreement, Alberta may transfer a portion of the complementary contribution, within the same action plan, from one linguistic objective to another, insofar as these transfers do not jeopardize the ability to achieve the expected outcomes described in its action plans (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. Alberta shall present such a request in writing before February 15 of the current year.
- 3.2 Any transfer of funds between provincial complementary projects and interprovincial/territorial complementary projects must be submitted to Canada pursuant to the conditions set out in subsection 3.1 of this schedule.

### **4. OVERPAYMENT**

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

### **5. FINANCIAL AUDIT**

- 5.1 Canada may request an audit of the accounts and records of Alberta for a period of up to five years after the end of this agreement to ensure compliance with the terms and obligations of the agreement. Such an audit will be conducted in collaboration with Alberta and carried out by mutually agreed upon external auditors. Alberta shall make available to auditors, in a timely manner, any records, documents and information that the auditors may require.
- 5.2 Canada agrees to inform Alberta of the results of any financial audit and to pay Alberta, as soon as possible after completion of the audit, any monies that the audit may show to be then due and owing to Alberta. Alberta agrees to pay to Canada, on being informed of the results of such financial audit, any monies that the audit may show to be due and owing to Canada.

### **6. PUBLIC REPORTING**

- 6.1 Canada and Alberta 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 Alberta 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 Alberta agree to make the financial statements and report available to the Canadian public in a reasonable timeframe after the documents are accepted by Canada.

- 6.4 Alberta 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, Alberta agrees to make available to Canada samples of various types of publicity.
- 6.5 Canada and Alberta agree that communications and publications for the general public regarding this agreement shall be issued in both official languages.

## **7. CONSULTATION**

- 7.1 Alberta 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 Canada intends to consult interested associations and groups regarding the measures and the projects implemented under this agreement for which Canada makes a financial contribution to Alberta. These consultations will be jointly done with Alberta.

## **8. EVALUATION**

- 8.1 Alberta is responsible for the evaluation of its educational programs and measures under its jurisdiction, including its action plans (Schedule 2). Alberta 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 Alberta 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 Alberta.
- 8.3 Canada agrees to share the results of any such evaluations with Alberta prior to public release.

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

**MINORITY LANGUAGE EDUCATION**

<b>EXPECTED RESULTS</b>	
<ul style="list-style-type: none"> <li>• By 2013, increase to 80% the proportion of eligible students enrolled in Francophone schools in minority communities</li> <li>• Provide quality education that is comparable to that of the majority</li> </ul>	
<b>CATEGORY OF SUPPORT</b>	<b>AREA OF INTERVENTION</b>
<b>Promotion of access and integration</b>	<ol style="list-style-type: none"> <li>1. Develop strategies to recruit students and to prepare them for school;</li> <li>2. Language upgrading programs (in English and French);</li> <li>3. Strategies to welcome children of immigrants;</li> <li>4. Drop-out prevention / incentives to continue education in French, especially in the transition from primary to secondary school.</li> </ol>
<b>Program quality and cultural enrichment of school environment</b>	<ol style="list-style-type: none"> <li>1. Develop and implement programs / approaches / adapted teaching resources;</li> <li>2. Cultural enrichment initiatives / rooting the school in the community (school-community centres, etc.);</li> <li>3. Secondary school revitalization initiatives;</li> <li>4. Use new communication technologies;</li> <li>5. Improve French as a second language programs in Quebec.</li> </ol>
<b>Teachers and education support services</b>	<ol style="list-style-type: none"> <li>1. Assistance in recruiting teachers and support services specialists;</li> <li>2. Initial / continuous training initiatives in minority language education and support services;</li> <li>3. Integrate new communication technologies into teaching practices, including those to compensate for a shortage of teachers.</li> </ol>
<b>Improvement of access to post-secondary education</b>	<ol style="list-style-type: none"> <li>1. Develop new programs;</li> <li>2. Initiative to facilitate the transition from secondary to post-secondary schools;</li> <li>3. Distance education and inter-institutional program sharing;</li> <li>4. Create new institutional infrastructures.</li> </ol>
<b>Promotion of research on minority language education and dissemination of knowledge</b>	<ol style="list-style-type: none"> <li>1. Share information on best practices;</li> <li>2. Gather and disseminate knowledge on minority language education;</li> <li>3. Strategies and methods for francization, retention and identity development;</li> <li>4. Improve methods for measuring results and for reporting to Canadians.</li> </ol>

**SECOND OFFICIAL LANGUAGE INSTRUCTION**

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

**Note: While Alberta acknowledges Canada's Action Plan, Alberta will determine its objectives and strategic priorities to meet provincial and local circumstances and requirements.**

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

*Canada – Alberta Agreement on Provincial/Territorial Complementary Projects Related to Official Language in Education  
 2005-06*

OBJECTIVE(S) : xxx

INVESTMENT SECTOR: xxx						
STRATEGIC PRIORITY: xxx						
MEASURES	PERFORMANCE INDICATORS	OUTCOMES ACHIEVED	ACTUAL EXPENDITURES AT March 31/June 30 (year)			
			PROJECTED BUDGET		TOTAL ACTUAL EXPENDITURES	
			FEDERAL	PROVINCIAL	April 1, (year) to March 31, (year) (Postsecondary)	July 1, (year) to June 30, (year) (K-12)
AREA OF INTERVENTION: xxx						
AREA OF INTERVENTION: xxx						

Certified by: \_\_\_\_\_ (Senior Program Officer)      Date : \_\_\_\_\_

Certified by: \_\_\_\_\_ (Certified Financial Officer)      Date : \_\_\_\_\_