

**CANADA - NEWFOUNDLAND AND LABRADOR AGREEMENT
ON MINORITY LANGUAGE EDUCATION AND
SECOND OFFICIAL LANGUAGE INSTRUCTION
2005-06 TO 2008-09**

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THIS AGREEMENT was concluded in English and French on this 28th 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 NEWFOUNDLAND AND LABRADOR, hereinafter called “Newfoundland and Labrador”, represented by the Minister of Education and the Minister for Intergovernmental Affairs of Newfoundland and Labrador.

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 Newfoundland and Labrador 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 Newfoundland and Labrador ;

WHEREAS education is under provincial jurisdiction;

WHEREAS Newfoundland and Labrador, 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 instruction in French as a second language;

WHEREAS it is the responsibility of Newfoundland and Labrador to determine the objectives, define the contents, set the priorities and evaluate its programs in minority language education and 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 Newfoundland and Labrador 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;

WHEREAS Canada, in accordance with the objectives set out in Canada's Action Plan, may encourage and assist Newfoundland and Labrador to consolidate and improve the quality of existing programs in minority language education and second-language instruction, and increase participation in these programs;

WHEREAS Newfoundland and Labrador acknowledges Canada's Action Plan;

WHEREAS Canada and Newfoundland and Labrador 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 Newfoundland and Labrador 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 Newfoundland and Labrador, which determines the objectives and strategic priorities that underlie Canada's financial support for minority language education and 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 minority language education and 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.

"Additional costs" refers generally to those costs or expenses that Newfoundland and Labrador incurs in addition to those that it would incur, in order to meet its obligation to educate its residents, if it did not offer educational programs in French or instruction in French as a second language. "Additional costs" applies to both Regular Programs and Additional Strategies.

"Regular programs" refers to the measures described in Newfoundland and Labrador'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 Newfoundland and Labrador'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", "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 Newfoundland and Labrador, 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 Newfoundland and Labrador.

"Certified Financial Statement(s)" refers to one or more financial statements that are certified by a person duly authorized by Newfoundland and Labrador. 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 Subject to the provisions of the Protocol, the purpose of this agreement is to establish a new cooperation framework between Canada and Newfoundland and Labrador for 2005-06 to 2008-09 to fund the regular programs and additional strategies described in Newfoundland and Labrador’s action plans, which appear in Schedule 2 of this agreement.

2.2 The objectives for which Canada provides Newfoundland and Labrador with a financial contribution are set out below.

2.2.1 Regular Programs

2.2.1.1 Provide members of the French minority language community of Newfoundland and Labrador 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 Newfoundland and Labrador 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 minority language education programs;

2.2.2.2 Consolidate and improve the quality of existing 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 Newfoundland and Labrador 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 contribute to the additional costs incurred by Newfoundland and Labrador for the implementation of additional strategies (Schedule 2) which are intended to assist in the implementation of Canada’s Action Plan (Schedule 3).

3.2 Strategic Priorities

3.2.1 Further to the objectives described in section 2, Canada and Newfoundland and Labrador 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 the language of the minority;

- 3.2.1.2 support for the development of innovative minority language educational programs and services and support for measures that increase access of minorities to post-secondary educational services in their own language, in particular in taking advantage of new communication technologies, where applicable;
 - 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, where applicable;
 - 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 Newfoundland and Labrador, 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;
 - 3.2.1.8 support for access to and enrolment in minority language education and second-language instruction programs at all levels of instruction.
- 3.2.2 Canada and Newfoundland and Labrador agree that Newfoundland and Labrador may give preference to any other priority corresponding to the particular circumstances of Newfoundland and Labrador on 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 minority language education and 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 support and any other support category that better reflects the particular situation in Newfoundland and Labrador 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 minority language education and 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 Newfoundland and Labrador 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 Newfoundland and Labrador 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 Newfoundland and Labrador may conclude auxiliary agreements concerning the implementation of capital projects. 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 Newfoundland and Labrador recognize the importance of undertaking projects or carrying out strategic priorities of an inter-provincial 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, Newfoundland and Labrador, or another province or territory. The terms and conditions governing these projects may 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 Newfoundland and Labrador agree that Newfoundland and Labrador shall provide separate multi-year action plans for regular programs and additional strategies, in accordance with the objectives described in section 2. Newfoundland and Labrador's action plans (Schedule 2) shall be preceded by a single preamble.
- 4.2 Newfoundland and Labrador's preamble shall describe the following elements:
- 4.2.1 Newfoundland and Labrador's general approach, objectives and strategic priorities for 2005-06 to 2008-09;
 - 4.2.2 the way Newfoundland and Labrador'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 Newfoundland and Labrador's regular programs and additional strategies described in Schedule 2;
 - 4.2.4 the student participation numbers and rates in minority language education and second-language instruction programs;
 - 4.2.5 the strategy that Newfoundland and Labrador 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 Newfoundland and Labrador'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 Newfoundland and Labrador'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 undertaken in order to achieve the expected outcomes;
 - 4.3.3 the performance indicators by which Newfoundland and Labrador 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 Newfoundland and Labrador'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 a maximum amount of fifteen million five hundred and eighty-one thousand

seven hundred and thirty-seven dollars (\$15,581,737) to the eligible expenses incurred by Newfoundland and Labrador for the purposes described in section 2.

5.2 For the purposes of this agreement, Canada and Newfoundland and Labrador agree that each of regular funds and additional funds is subject to different financial arrangements, specifically with respect to the provincial contributions required in order to obtain Canada's financial assistance

5.3 Canada's Financial Contribution – Regular Programs

5.3.1 Subject to subsection 5.1, Canada shall make the following annual maximum contributions from regular funds to Newfoundland and Labrador for the implementation of the measures described in its action plan (Schedule 2):

Fiscal Years	Regular Funds
2005-06	\$2,435,000
2006-07	\$2,435,000
2007-08	\$2,435,000
2008-09	\$2,435,000
Total	\$9,740,000

5.3.2 Canada's contribution is conditional on Newfoundland and Labrador's providing, directly or indirectly, for each support category a financial contribution equal to at least one-third of Canada's contribution for the implementation of its action plan for regular programs (Schedule 2), and any other measure carried out under this agreement, except for teacher and student bursaries and fellowships, which can be fully covered by Canada's financial contribution.

5.4 Canada's Financial Contribution – Additional Strategies

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

Fiscal Years	Additional Funds Minority Language Education	Additional Funds Second-Language Instruction
2005-06	\$949,662	\$390,301
2006-07	\$1,060,883	\$429,199
2007-08	\$1,073,351	\$432,495
2008-09	\$1,073,351	\$432,495
Total	\$4,157,247	\$1,684,490

5.4.2 Canada's financial contribution for each fiscal year under this agreement is conditional on Newfoundland and Labrador's providing, for the implementation of its action plan for additional strategies (Schedule 2), the following contributions: for 2005-06, a financial contribution equal to at least 30 percent of the total expenditures; for 2006-07 and 2007-08, a financial contribution equal to at least 35 percent of the total expenditures; and for 2008-09, a financial contribution equal to at least 40 percent of the total expenditures.

5.5 Canada and Newfoundland and Labrador recognize that Canada's financial contribution in a given fiscal year shall be provided to support the measures that shall be implemented during that fiscal year or the corresponding school year.

5.6 Subject to the appropriation of funds by the House of Assembly of Newfoundland and Labrador and the maintenance of current and forecasted budgetary levels for the Department of Education, Newfoundland and Labrador agrees to contribute to the eligible expenses incurred under the terms of its action plans (Schedule 2) for the period covered by this agreement.

5.7 The administrative terms and conditions governing the payment of Canada's financial contribution are set out in Schedule 1.

5.8 Complementary Contributions

5.8.1 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 Newfoundland and Labrador.

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

5.8.2.1 development of post-secondary education;

5.8.2.2 capital projects and the promotion of research in minority language education and second-language instruction;

5.8.2.3 program growth and quality and cultural enrichment in minority language education at all levels of instruction; and

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

5.8.3 The provision of complementary contributions as described in subsection 5.8 shall not result in any adjustment to the funding provided for and within the budgets described in subsections 5.3 and 5.4.

6. ELIGIBLE EXPENSES

6.1 For the purposes of this agreement, the eligible expenses for each of the measures described in Newfoundland and Labrador's action plans (Schedule 2) may include 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, and any other expenses agreed upon by Newfoundland and Labrador and Canada.

7. AVAILABILITY OF MATERIALS

7.1 Newfoundland and Labrador 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 subject to the Access to Information and Protection of Privacy Act (NL). For this purpose, Newfoundland and Labrador may catalogue this material and make it available to the public.

8. APPROVED STRATEGIES AND BUDGETS

8.1 Canada and Newfoundland and Labrador agree that the contribution referred to in subsection 5.1 applies only to the measures described in Newfoundland and Labrador's action plans (Schedule 2), based on the federal and provincial budget breakdown included in this agreement.

9. ACCOUNTABILITY

9.1 Canada and Newfoundland and Labrador agree that they must be accountable to Parliament, the House of Assembly and the general public for the proper use of funds provided under this agreement and for the results achieved by these investments. Consequently, Newfoundland and Labrador 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 Newfoundland and Labrador.

11. MEMBERS OF THE HOUSE OF COMMONS, THE SENATE AND THE HOUSE OF ASSEMBLY OF NEWFOUNDLAND AND LABRADOR

11.1 No member of the House of Commons, the Senate or the House of Assembly of Newfoundland and Labrador 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 Newfoundland and Labrador or anyone else, that occurs through the execution of this agreement by Newfoundland and Labrador 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 Newfoundland and Labrador 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 Newfoundland and Labrador 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 Newfoundland and Labrador 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 third-party 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. Newfoundland and Labrador, other than in good faith, directly or through its representative, makes or made a false declaration or misrepresentation to Canada;
or

16.1.2. Canada, acting reasonably, is of the opinion that any term, condition or undertaking in this agreement is not complied with, in any material respect.

16.2 Canada agrees that it shall not declare an event of default has occurred unless Canada has given notice to Newfoundland and Labrador of the condition or event which in Canada's opinion constitutes an event of default and Newfoundland and Labrador has failed, within thirty (30) days of receipt of the Notice, either to correct the condition or event complained of or to demonstrate, to the satisfaction of Canada, that it has taken such steps as are necessary to correct the condition, and has notified Canada of the rectification.

16.3 Subject to section 16.4, in the event of breach of commitments, or if Canada believes that there is a risk of breach of commitments, Canada may avail itself of one or more of the following remedies:

16.3.1 Reduce Canada's contribution to Newfoundland and Labrador and inform it accordingly;

16.3.2 Suspend any payment of Canada's contribution with respect to amounts owing or future payments; or

16.3.3 Rescind this agreement and immediately terminate any further financial obligation arising out of it.

16.4 In the event of an action of Canada under section 16.3, Canada shall remain obligated to contribute to eligible expenses incurred by Newfoundland and Labrador under the terms of this agreement up to and including Newfoundland and Labrador's receipt of Canada's notice of a declaration of a breach of commitments in accordance with Section 16.2.

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 Newfoundland and Labrador.

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 Newfoundland and Labrador shall be sent by mail to:

Minister of Education
Government of Newfoundland and Labrador
Box 8700
St. John's, NL
A1B 4J6

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

20. DURATION

20.1 This agreement binds Canada and Newfoundland and Labrador 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 Newfoundland and Labrador 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.

SCHEDULE 1 – Administrative Terms and Conditions

SCHEDULE 2 – Newfoundland and Labrador’s action plans related to minority language education and second language instruction - 2005-06 to 2008-09

SCHEDULE 3 – Canada’s Action Plan on Official Languages Additional Strategies – Support Categories and Areas of Intervention 2005-06 to 2008-09

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

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

**ON BEHALF OF NEWFOUNDLAND AND
LABRADOR**

Joan Burke

The Honourable Joan Burke
Minister of Education

Witness

Sue Manuel

Name in block letters

Sue Manuel

Signature

AND

John Ottenheimer

The Honourable John Ottenheimer Q.C.
Minister for Intergovernmental Affairs
(or Designate)

Witness

Joanne Layman

Name in block letters

Joanne Layman

Signature

ADMINISTRATIVE TERMS AND CONDITIONS

1. TERMS OF PAYMENT

1.1. Canada's annual contributions to Newfoundland and Labrador'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 Newfoundland and Labrador's action plans (Schedule 2) and the signing of this agreement, and on condition that the requirements for the previous payments related to *Canada – Newfoundland and Labrador Provisional Arrangements for Minority-Language Education and Second-Language Instruction for 2004-05* and to *Canada – Newfoundland and Labrador Agreement on Targeted Measures for Minority-Language Education and 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 – Newfoundland and Labrador 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 as of April 1 of the fiscal year in question 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 Newfoundland and Labrador 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 Newfoundland and Labrador acting on any issues raised by Canada, should the occasion arise.

1.3 Canada and Newfoundland and Labrador 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, Newfoundland and Labrador 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 Newfoundland and Labrador 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 Newfoundland and Labrador and approved by Canada.

2.4 Canada and Newfoundland and Labrador agree that the financial statements provided to Canada by Newfoundland and Labrador 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, Newfoundland and Labrador 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 On November 30 following the end of each fiscal year covered by this agreement, Newfoundland and Labrador 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 school year covered by this agreement, Newfoundland and Labrador shall provide a certified final financial statement of its actual expenditures and Canada's and Newfoundland and Labrador's contributions for the term of this agreement.
- 2.8 On November 30 following the end of each fiscal year covered by this agreement, Newfoundland and Labrador 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 Newfoundland and Labrador and examples of Newfoundland and Labrador's most significant achievements in relation to its objectives in education as set out in its preamble (Schedule 2).
- 2.9 Newfoundland and Labrador 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 circumstances. Following presentation of such information, if there is a need, in the opinion of Canada, to clarify the information provided, Canada and Newfoundland and Labrador 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, Newfoundland and Labrador undertakes to:
- 2.11.1 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 Newfoundland and Labrador 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. Newfoundland and Labrador 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, Newfoundland and Labrador 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, Newfoundland and Labrador 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. Newfoundland and Labrador shall present such a request in writing before February 15 of the current fiscal year.
- 3.1.2 Newfoundland and Labrador 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, Newfoundland and Labrador 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, Newfoundland and Labrador 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. Newfoundland and Labrador 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, Newfoundland and Labrador 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, Newfoundland and Labrador 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. Newfoundland and Labrador shall present such a request in writing before February 15 of the current fiscal year. Canada and Newfoundland and Labrador agree to compensate for these transfers of additional funds before 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, Newfoundland and Labrador 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 minority language education and second-language instruction in order to address its pace of progress and particular challenges in the maintenance and development of minority language education and second-language instruction programs, the demographic characteristics or the particularities of its delivery systems in the offering of educational services. Canada and Newfoundland and Labrador 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, Newfoundland and Labrador 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 Newfoundland and Labrador under this agreement exceed the amounts to which Newfoundland and Labrador is entitled, the overpayment shall be returned to Canada, failing which Canada may reduce its future contributions to Newfoundland and Labrador 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 Newfoundland and Labrador in connection with the provisions of this agreement to ensure compliance with these provisions, and Newfoundland and Labrador 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, in consultation with Newfoundland and Labrador, and, if needed, these audits may be conducted by Department of Canadian Heritage officials or its agents.
- 5.2 Canada agrees to inform Newfoundland and Labrador of the results of any financial audit and to pay Newfoundland and Labrador, as soon as possible after completion of the audit, any monies that the audit may show to be then due and owing to Newfoundland and Labrador. Newfoundland and Labrador agrees to pay to Canada, on being informed of and accepting 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 Newfoundland and Labrador 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 Newfoundland and Labrador 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 Newfoundland and Labrador 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 Newfoundland and Labrador 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 Newfoundland and Labrador 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 Newfoundland and Labrador 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. Newfoundland and Labrador agrees to provide Canada with samples of these different kinds of publicity.
- 6.7 Newfoundland and Labrador 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 Newfoundland and Labrador agree that communications and publications for the general public regarding this agreement shall be issued in both official languages.

7. CONSULTATION

- 7.1 Newfoundland and Labrador has indicated 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 Newfoundland and Labrador 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 Newfoundland and Labrador.
- 7.3 Canada may consult interested associations and groups about the programs provided for in this agreement and towards which Canada provides a financial contribution. These consultations may be conducted jointly with Newfoundland and Labrador.
- 7.4 Canada and Newfoundland and Labrador agree to participate in meetings between representatives of the federal government and of the provincial and territorial governments to be held at least once a year 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 Newfoundland and Labrador is responsible for the evaluation of its educational programs and measures, including its action plans (Schedule 2). Newfoundland and Labrador 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 Newfoundland and Labrador 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 Newfoundland and Labrador.

**CANADA'S ACTION PLAN ON OFFICIAL LANGUAGES
ADDITIONAL STRATEGIES
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	AREAS 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	AREAS 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 - Newfoundland and Labrador Agreement on Minority Language Education and Second Official 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/June 30, (<i>year</i>)		
				PROJECTED BUDGET		TOTAL ACTUAL EXPENDITURES
				FEDERAL	PROVINCE	April 1, (<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 - Newfoundland and Labrador Agreement on Minority Language Education and Second Official 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/June 30, (<i>year</i>)		
				PROJECTED BUDGET		TOTAL ACTUAL EXPENDITURES
				FEDERAL	PROVINCE	April 1, (<i>year</i>), to March 31, (<i>year</i>)
(Optional) STRATEGIC PRIORITY:						
SUPPORT CATEGORY:						
(Optional) STRATEGIC PRIORITY:						
SUPPORT CATEGORY:						
GRAND TOTAL						

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

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