

**CANADA - QUÉBEC AGREEMENT  
WITH RESPECT TO A COMPLEMENTARY PROJECT ON  
PARTNERSHIP AGREEMENTS IN THE  
AREA OF MINORITY LANGUAGE COMMUNITY SCHOOLS  
2005-06 TO 2006-07**

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**PARTNERSHIP AGREEMENTS IN THE**  
**AREA OF MINORITY LANGUAGE COMMUNITY SCHOOLS**  
**2005-06 TO 2006-07**

**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: THE GOVERNMENT DU QUÉBEC**, hereinafter called “Québec”, represented by the Minister of Education, Recreation and Sports, and the Minister responsible for Canadian Intergovernmental Affairs, Francophones within Canada, the Agreement on Internal Trade, the Reform of Democratic Institutions and Access to Information

**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** the *Charter of the French Language* stipulates that French is the official language of Québec, and that instruction in the kindergarten classes and in the elementary and secondary schools shall be in French, subject to exceptions provided for in the law with regard to individuals eligible to receive instruction in English;

**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** pursuant to section 59 of the *Constitutional Act, 1982*, paragraph 23 (1) a) of the *Canadian Charter of Rights and Freedoms* is not in effect in Québec;

**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** 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** Canada and Québec recognize the existence, as acknowledged in the Protocol, of the additional costs of providing minority-language education and second-language instruction, and that this constitutes one of the premises on which Canada bases its financial support to Québec;

**WHEREAS** education is under exclusive provincial and territorial jurisdiction;

**WHEREAS** Québec, as part of its exclusive jurisdiction over education, provides education in English and French and the instruction of English and French as second languages in the Province;

**WHEREAS** it is the responsibility of Québec, as part of its exclusive jurisdiction over education, 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, and whereas Canada, in accordance with the objectives set in Canada’s Action Plan, may encourage and assist Québec to consolidate and improve the quality of existing programs in minority-language education and second-language instruction, and increase participation in these programs;

**WHEREAS** Québec acknowledges Canada’s Action Plan;

**WHEREAS** Canada, in the *Protocol for Agreements for Minority-Language Education and Second-Language Instruction 2005-06 to 2008-09 between the Government of Canada and the Council of Ministers of Education, Canada (CMEC)*, hereinafter called “Protocol”, concluded on November 3, 2005, reserves the right to approve complementary contributions in addition to the regular and additional funds identified in the Protocol;

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

**AND WHEREAS** Canada and Québec, in accordance with the terms of this agreement, are prepared to allocate funds to support the Complimentary Project Dealing With the Establishment of Community Agreements in the Area of Minority Language Education 2005-06 to 2006-07;

**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 Québec’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 Québec’s action plan and implemented under the terms of funding provided through 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” refers to English and “second language” refers to English or French.

“Education” and “instruction,” unless otherwise specified, cover all levels of the educational system - elementary, secondary, postsecondary (colleges and universities) and continuing education.

“Action plan” refers to a provincial action plan describing its strategic priorities, expected outcomes, performance indicators, , the expected expenditures, and the participation in the instruction programs in the minority language and instruction in the second languages related to the furthering of the objectives set out in this agreement.

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

“Year” or “fiscal year”, unless otherwise specified, refers to the period beginning April 1 of one year and ending March 31 of the following year.

“School year”, unless otherwise specified, refers to the period beginning July 1 of one year and ending June 30 of the following year.

## **2. PURPOSE OF THE AGREEMENT**

2.1 The purpose of this agreement is to support the Complementary Project Dealing With the Establishment of Community Agreements in the Area of Minority Language in Québec in 2005-2006 and 2006-2007, as described in Schedule 2 of this agreement. This project is designed to meet the educational needs in English, namely in the following areas:

2.1.1 development of education; and

2.1.2 development and quality of programs and the cultural enrichment of minority school environment at all levels of instruction.

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

3.1 Subject to the provisions of this agreement and in accordance with section 2, Canada and Québec agree that Canada’s complementary contribution shall be used for:

3.1.1 the establishment of community agreements soliciting the participation of different decision makers and inviting different organizations to pool their common resources, with the participation of families and the community, for the success of the greatest number of youths.

## **4. QUÉBEC’S ACTION PLAN**

4.1 For the purposes of this agreement, Canada and Québec agree that Québec shall provide an action plan, in accordance with the objectives described in section 2. Québec’s action plan (Schedule 2) shall be preceded by a preamble.

4.2 Québec’s preamble shall describe the following elements:

4.2.1 The preamble to Québec’s action plan (Schedule 2) shall describe the educational orientations as established in its strategic plan.

4.2.2 the complementary and non-duplicative nature of the measures included in the action plan under this agreement and the measures taken under the regular programs and additional strategies funded during the period covered by this agreement.

4.3 Québec’s action plan (Schedule 2) shall present, for each linguistic objective, and for the period covered by this agreement, the following elements:

4.3.1 the expected outcomes;

4.3.2 the measures to be implemented to ensure that the expected outcomes are achieved;

4.3.3 the performance indicators by which Québec shall measure achievement of the outcomes;

4.3.4 a breakdown by measure and fiscal year of the estimated expenditures and Canada’s and Québec’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, 2007, 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 Two Million Six Hundred and FortyFour Thousand Seven Hundred and Eighty Six Dollars (\$2,644,786) or fifty percent (50%) of the total eligible expenses incurred during the term of this agreement.

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

2005-06	\$2,644,786
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5.3 Canada's financial contribution is conditional on Québec's providing for each measure a financial contribution equivalent to or greater than that of Canada for the implementation of its action plan (Schedule 2).

5.4 Canada and Québec 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 Québec under the *Canada-Quebec Agreement on Minority Language Education and Second Languages Instruction 2005-06 to 2008-09*, and shall be subject to separate accountability measures. Canada and Québec agree that the complementary contribution approved under this agreement shall be included in the calculation of the total funding awarded to Québec under Canada's Action Plan.

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

## **6. AVAILABILITY OF MATERIALS**

6.1 Québec agrees to take reasonable measures to make available any documents or materials produced or developed as a result of the financial contribution provided by Canada pursuant to a project or measure deriving from this agreement.

## **7. FORMER FEDERAL PUBLIC OFFICE HOLDERS AND PUBLIC SERVANTS, MEMBERS OF THE HOUSE OF COMMONS, THE SENATE AND THE NATIONAL ASSEMBLY OF QUÉBEC**

7.1 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. No member of the House of Commons, the Senate or the National Assembly of Québec may benefit in any way from this agreement.

## **8. INDEMNIFICATION**

8.1 Québec undertakes to indemnify Canada, its representatives, employees, officers or agents, or third parties, according to the circumstances, for any losses, damages, costs and/or expenses incurred or sustained by them or by a third party, when these losses, damages, costs and/or expenses are attributable to the negligence, wilful misconduct, or bad faith of Québec, its representatives, employees, officers or agents in the application of this agreement.

## **9. APPLICABLE STATUTES**

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

## **10. COMMUNICATIONS**

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

Department of Canadian Heritage  
Gatineau, Quebec K1A 0M5

Attention of:  
Director General, Official Languages Support Programs

10.2 Any communication intended for Québec concerning this agreement shall be sent by mail to:

Ministère de l'Éducation, du Loisir et du Sport  
Gouvernement du Québec  
Édifce Marie-Guyart  
1035, rue de la Chevrotière, 16<sup>e</sup> étage  
Québec (Québec)  
G1R 5A5

Attention of:  
Minister of Education, Recreation and Sports

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

## **11. DURATION**

11.1 This agreement binds Canada and Québec for the period starting April 1, 2005, and ending March 31, 2007, 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 Québec in carrying out its action plan (Schedule 2).

11.2 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, 2007.

## **12. AMENDMENT OR TERMINATION**

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

## **13. CONTENT OF AGREEMENT**

13.1 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 – Québec's action plan with respect to the *Complementary Project dealing with the establishment of Community Agreements in the Area of Minority Language Community 2005-06 to 2006-07.*

**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

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

**ON BEHALF OF QUEBEC**

Jean-Marc Fournier

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Jean-Marc Fournier  
Minister of Education, Recreation and Sports

**Witness**

Denis Jollette

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

Denis Jollette

\_\_\_\_\_  
Signature

**ON BEHALF OF CANADA**

Beverley J. Oda

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

**ON BEHALF OF QUEBEC**

Benoît Pelletier

\_\_\_\_\_  
Benoît Pelletier  
Minister responsible for Canadian  
Intergovernmental Affairs, Francophones  
within Canada, the Agreement on Internal Trade,  
the Reform of Democratic Institutions and Access  
to Information

**Witness**

Joanne McNamara

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

Joanne McNamara

\_\_\_\_\_  
Signature

**ADMINISTRATIVE TERMS AND CONDITIONS**

**1. TERMS OF PAYMENT**

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

1.1.1. A first advance payment, representing one half (50%) of Canada's contribution for 2005-06, shall be made following the signing of this agreement.

1.1.2. A second advance payment, representing one quarter (25%) of Canada's contribution for 2005-06, shall be made following receipt and acceptance by Canada, in accordance with section 2 of this schedule, of a certified interim financial statement for 2005-06.

1.1.3. A third and final advance payment, not exceeding the balance of Canada's contribution for 2005-06, shall be made following receipt and acceptance by Canada of the following documents, in accordance with section 2 of this schedule:

a) an annual report on outcomes achieved in 2005-06; and

b) a certified final financial statement for 2005-06.

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

**2. FINANCIAL STATEMENTS, REPORTS ON OUTCOMES**

2.1. In accordance with section 1 of this schedule, Québec shall provide certified interim and final financial statements and annual reports on outcomes under its action plan (Schedule 2) for each 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 Québec and approved by Canada.

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

2.4. By March 31 of each fiscal year covered by this agreement, Québec shall provide certified interim financial statements of its expenditures related to Canada's financial contribution. The certified interim financial statements shall provide details of the actual expenditures incurred before January 31 of the current fiscal year and expenditures projected up to March 31 of the same fiscal year.

2.5. Within six (6) months following the end of each year covered by this agreement, Québec shall provide final certified financial statements of its 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.

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



- 2.7 Within six (6) months following the end of each year covered by this agreement, Québec shall provide an annual report on outcomes related to the Complementary Project dealing with the Establishment of Community Agreements in the Areas of Minority Language Education based on the indicators prescribed in the provincial action plan (Schedule 2) for public information purposes. Each annual report on outcomes shall provide an overall interpretation of the outcomes achieved by Québec and examples of some of these outcomes related to the major objectives described in the preamble.
- 2.8 Québec shall submit the financial statements and reports 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 Québec shall hold discussions to do so and to examine their relevance in light of the needs of Canada.
- 2.9 If deemed appropriate by Québec, when presenting the certified final financial statements and annual achievement reports, it may use the model proposed by Canada.
- 2.10 For purposes of this agreement, Canada agrees that the period during which expenses can be charged against contributions for a given fiscal year may be extended to June 30 in order to take the school year into consideration. Where necessary, Québec undertakes to ensure that the items 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.

### **3. TRANSFERS**

- 3.1 For each year covered by and subject to the provisions of subsection 6.1 of this agreement, Québec may transfer a portion of the complementary contribution from one measure 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. Québec shall present such a request in writing before February 15 of the current year.

### **4. OVERPAYMENT**

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

### **5. FINANCIAL AUDIT**

- 5.1 The parties agree that Canada reserves the right to have an audit conducted of the accounts and records of Québec in connection with the provisions of this agreement to ensure compliance with these provisions. If such an audit were required, it would be conducted by the Auditor General of Québec under terms and a timeframe agreed to by Canada and Québec. In the event that the Auditor General of Québec is unable to conduct the audit, the parties may agree on another auditor.
- 5.2 Canada agrees to inform Québec of the results of any financial audit and to pay Québec, as soon as possible after completion of the audit, any monies that the audit may show to be then due and owing to Québec. Québec 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 Québec 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 Québec 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 Québec agree to make the reports available to the Canadian public in a reasonable timeframe after the documents are received by Canada.
- 6.4 Québec agrees to give recognition to Canada's contributions when conducting publicity for the measures for which financial assistance was provided by Canada. .
- 6.5 Québec agrees to take all reasonable measures to ensure that any other recipient of a financial contribution from Canada (for example, schools, school boards) mention Canada's contributions wherever appropriate in any publicity relating to the programs for which Canada has made a financial contribution.
- 6.6 Canada and Québec agree that all communications and publications, with respect to this agreement, will be published in the official language of Québec, French. They may be made available to the English community in accordance with the linguistic policies of the ministère de l'Éducation, du Loisir et du Sport adopted in 1997.

## **7. CONSULTATION**

- 7.1 The Government of Québec shall consult, as deemed necessary, interested associations and groups and its partners about the programs and strategies implemented under this agreement.
- 7.2 Québec's action plan shall present the consulting processes it used to establish the strategic initiatives it chose to prioritize.
- 7.3 Canada and Québec agree to meet at least once a year with Canada and provincial/territorial officials to discuss the programs provided for under the Protocol and review the various initiatives undertaken with respect to the objectives and strategic priorities outlined in the Protocol.

## **8. EVALUATION**

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