

**CANADA - SASKATCHEWAN AGREEMENT  
FOR THE CONSTRUCTION AND RENOVATION OF SCHOOL AND COMMUNITY  
CENTRES IN SASKATOON  
2006-07 TO 2007-08**

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**THIS AGREEMENT** was concluded in English and French on this 28<sup>th</sup> day of November 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 SASKATCHEWAN**, hereinafter called “Saskatchewan”, represented by the Minister of Learning of Saskatchewan.

**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** education is under provincial jurisdiction;

**WHEREAS** Saskatchewan, 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 Saskatchewan to determine the objectives, define the contents, set priorities and evaluate its programs in minority language education and second-language instruction;

**WHEREAS** Saskatchewan acknowledges that the concept of additional costs, as recognized by 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”, constitutes one of the premises on which Canada bases its financial support to Saskatchewan;

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

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

**WHEREAS** Canada, in the 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 to support measures encompassing among other things infrastructure projects;

**WHEREAS** Canada and Saskatchewan acknowledges the importance of school and community centres in the development of the Francophone communities in Saskatchewan;

**AND WHEREAS** Canada and Saskatchewan, in accordance with the terms of this agreement, are prepared to allocate funds to support the construction and renovation of school and community centres in Saskatoon;

**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 Saskatchewan’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 Saskatchewan’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” 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 Saskatchewan, 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 Saskatchewan .

“Certified Financial Statement(s)” refers to one or more financial statements that are certified by a person duly authorized by Saskatchewan For each reporting period, these financial statements present, as separate items, the budget for the projects funded under this agreement, the income sources and 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 Saskatchewan for 2006-07 to 2007-08 to support the construction and renovation of school and community facilities in Saskatoon, Saskatchewan, as described in Schedules 2 and 3 of this agreement. These projects are designed to meet the educational needs in French, at the primary and secondary levels, and the developmental needs of the Francophone communities in the Saskatoon region.

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

3.1 Subject to the provisions of this agreement, Canada is prepared to meet a portion of the eligible expenses incurred by Saskatchewan to build and renovate school and community facilities in Saskatoon.

3.2 In accordance with section 2, Canada and Saskatchewan agree that Canada's complementary contribution shall be used for:

3.2.1 the renovation of community spaces of the *École canadienne-française* in Saskatoon for Francophone youth up to Grade 7; and

3.2.2 the renovation and construction of community spaces of the St. James school in Saskatoon for Francophone students from Grades 8 to 12.

#### 4. MAXIMUM AMOUNT OF CONTRIBUTION

4.1 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 terms and conditions of this agreement, Canada agrees to contribute to the eligible expenses incurred for the purposes set out in section 2. The total cost of the construction and renovation of school and community spaces is **nine million seven hundred thousand one hundred and seventy-five dollars (\$9,700,175)**. Canada agrees to make a maximum contribution of **three million two hundred and thirty-seven thousand six hundred and forty-two dollars (\$3,237,642)** toward the total actual eligible expenses incurred by Saskatchewan.

4.2 Canada's total contribution to the project shall be distributed as follows:

2006-07	\$1,000,000
2007-08	\$2,237,642.

4.3 Canada's total contribution represents a maximum amount of one million twenty-one thousand seven hundred and fifty-three dollars (\$1,021,753) for the *École canadienne-française* and a maximum amount of two million two hundred and fifteen thousand eight hundred and eighty-nine dollars (\$2,215,889) for the St. James School in Saskatoon.

4.4 For each fiscal year set out in subsection 4.2 of this agreement, and within the annual allocation limits it specifies, Saskatchewan may, subject to the application of subsection 5.1 of this agreement, transfer a portion of funds from one project to another, provided that the distribution of amounts invested in each project provided for in subsection 4.3 is respected upon expiry of the activity period mentioned in subsection 24.2. Canada and Saskatchewan agree to compensate these transfers before the termination of this agreement so as to restore the amounts of Canada's contribution as planned for each project, in accordance with subsection 4.3 of this agreement. The moment at which such transfers will be carried out, at which the compensation will be executed as well as the terms which will be applicable to them, will be subject to a preliminary agreement between the parties.

4.5 Canada and Saskatchewan recognize that Canada's financial contribution for a given year shall be provided to support the measures implemented during that period.

4.6 The complementary contribution identified in subsection 4.1 shall be paid in addition to the regular and additional funds paid to Saskatchewan under the *Canada-Saskatchewan Agreement on Minority Language Education and Second Official-Language Instruction 2005-06 to 2008-09*, and shall be subject to separate accountability measures. Canada and Saskatchewan agree that the complementary contribution approved under this agreement shall be included in the calculation of the total funding awarded to Saskatchewan under Canada's Action Plan.

4.7 Subject to the appropriation of funds by the Legislative Assembly of Saskatchewan and the maintenance of current and forecasted budgetary levels for the Department of Learning, Saskatchewan agrees to contribute to the eligible expenses incurred under the terms of this agreement. Saskatchewan's total contribution for the project represents an amount of **six million four hundred and sixty-two thousand five hundred and thirty-three dollars (\$6,462,533)** and shall be distributed as follows:

2006-07	\$1,232,432
2007-08	\$5,230,101.

4.8 Saskatchewan's total contribution represents an amount of seventy-five thousand nine hundred and eighty-six dollars (\$75,986) for the *École canadienne-française* and an amount of six million three hundred and eighty-six thousand five hundred and forty-seven dollars (\$6,386,547) for the St. James School in Saskatoon.

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

## **5. ELIGIBLE EXPENSES**

5.1 For the purposes of this agreement, eligible expenses may include, among others, expenditures related to professional fees, environmental assessment, construction, renovation, preparation of plans and specifications, and for essential furniture and equipment.

## **6. APPROVED STRATEGIES AND BUDGETS**

6.1 Canada and Saskatchewan agree that the complementary contribution referred to in subsection 4.1 shall apply only to the construction and renovation of school and community centres in Saskatoon, based on the federal and provincial budgetary breakdown set out in Schedule 3 of this agreement.

## **7. ACCOUNTABILITY**

7.1 Canada and Saskatchewan agree that they must be accountable to Parliament, the provincial legislature and the general public for the proper use of funds provided under this agreement and for the results achieved by these investments. Consequently, Saskatchewan agrees to provide Canada with the financial statements required for each year covered by this agreement and with the report on outcomes at the end of the last year covered by this agreement.

7.2 The requirements pertaining to the submission and acceptance of financial statements and of the report on outcomes are described in sections 1 and 2 of Schedule 1.

## **8. TENDERS**

8.1 Before awarding any contracts for the implementation of the projects included in this agreement, Saskatchewan shall publish a call for tenders in one or several English- and French-language newspapers.

## **9. DESCRIPTION OF PROJECTS ESSENTIAL FURNITURE AND EQUIPMENT**

9.1 Before awarding a contract for each of the two projects included under this agreement, Saskatchewan shall submit for Canada's approval a description of the project, plans and specifications, and a work schedule, and shall have completed to the satisfaction of Canada, the environmental assessments prescribed in section 11, in accordance with the *Canadian Environmental Assessment Act*.

9.2 The school and community spaces of the *École canadienne-française* and the St. James School in Saskatoon shall be fully operational no later than June 30, 2008.

9.3 Saskatchewan shall ensure that the new facilities are accessible to the disabled.

9.4 For the purposes of this agreement, "essential furniture and equipment" means the furniture and equipment needed for the operation and maintenance of the building and the land that are usually and reasonably provided for in such institutions in Saskatchewan, excepting perishables.

## **10. DISPOSAL OF ASSETS**

10.1 For any asset purchase (furniture, equipment, automotive equipment, buildings, etc.) that has a cost of over \$1,000, Saskatchewan shall preserve and maintain the assets acquired with the contribution funds of this agreement and use them for the purposes of the funded activities for a period of five years following the expiry or termination of this agreement, unless:

10.1.1 written exemption from this requirement is obtained from Canada;

10.1.2 Canada authorizes the disposal of the assets;

10.1.3 the assets must be replaced on account of wear; or

10.1.4 the assets must be replaced on account of obsolescence.

## **11. ENVIRONMENTAL ASSESSMENT**

11.1 Saskatchewan recognizes Canada's environmental assessment obligations and undertakes to provide Canada with an environmental assessment in accordance with the *Canadian Environmental Assessment Act* for each of the two projects included in this agreement.

11.2 The costs of the environmental assessment are an integral part of the costs of carrying out the projects and, as such, are eligible for financial assistance by Canada, in accordance with the provisions of this agreement.

11.3 Saskatchewan shall respect any municipal, provincial and federal statutes and regulations related to the protection of the environment.

## **12. PARTNERSHIP**

12.1 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 Saskatchewan.

## **13. ACCESS TO PREMISES**

13.1 Saskatchewan shall allow the Minister of Canadian Heritage or her representatives to visit the premises where the activities funded under this agreement are being carried out.

## **14. INSURANCE**

14.1 Saskatchewan shall take the necessary measures to ensure that the premises of the *École canadienne-française* and the St. James School in Saskatoon are, at all times, insured against fire, loss or damage from whatever reason, for the full replacement value of the premises.

## **15. MEMBERS OF THE HOUSE OF COMMONS, THE SENATE AND THE LEGISLATIVE ASSEMBLY OF SASKATCHEWAN**

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

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

16.1 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.

## **17. LIABILITY OF CANADA**

- 17.1 Canada shall not be liable for any injury, including death, or for any loss or damage to the property of Saskatchewan or anyone else, that occurs through the execution of this agreement by Saskatchewan 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.
- 17.2 Canada disclaims itself from any liability in the event that Saskatchewan concludes a loan, rent-to-own contract or other long-term contract involving the projects for which the contribution is granted in this agreement.

## **18. INDEMNIFICATION**

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

## **19. DISPUTE RESOLUTION**

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

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

- 20.1 The following constitute breach of commitments:
- 20.1.1 Saskatchewan, directly or through its representatives, makes or made a false declaration or a misrepresentation to Canada; or
  - 20.1.2 Canada is of the opinion that one of the conditions or commitments included in this agreement has not been fulfilled.
- 20.2 In the event of breach of commitments or if Canada believes that there is a risk of breach of commitments, Canada may avail itself of one or more of the following remedies:
- 20.2.1 reduce Canada's contribution to Saskatchewan and inform it accordingly;
  - 20.2.2 suspend any payment of Canada's contribution, either with respect to amounts already owing or to future payments;
  - 20.2.3 rescind this agreement and immediately terminate any financial obligation arising therefrom;
  - 20.2.4 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 Saskatchewan. Saskatchewan shall immediately comply with all written demands.
- 20.3 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.

## **21. ASSIGNMENT**

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

## **22. APPLICABLE STATUTES**

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

## **23. COMMUNICATIONS**

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

Department of Canadian  
Gatineau, Quebec K1A 0M5

Attention of:  
Director General, Official Languages Support Programs Branch

23.2 Any communication concerning this agreement intended for Saskatchewan shall be sent by mail to:

Minister of Learning  
Government of Saskatchewan  
Legislative Building, Room 307  
Regina, Saskatchewan  
S4S 0B3

Attention of:  
René Archambault

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

## **24. DURATION**

24.1 This agreement shall take effect on the date on which it is signed by all the parties and shall terminate, barring its cancellation beforehand, one year (365 days) after the expiry of the period of activities mentioned in subsection 24.2.

24.2 Subject to subsection 24.3, all contributions to be paid by Canada in accordance with the provisions of this agreement shall apply only to the expenses related to the projects and incurred by Saskatchewan for the period commencing on April 1, 2006 and ending on March 31, 2008.

24.3 Canada agrees that the period during which expenses can be charged against contributions for a given fiscal year may be extended to June 30 in order to take the school year into consideration. The period of activity set out in subsection 24.2 could therefore end on June 30, 2008.

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

## **25. AMENDMENT OR TERMINATION**

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

## **26. CONTENT OF AGREEMENT**

26.1 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 – Description of Projects

SCHEDULE 3 – Estimated Eligible Costs, Expenditures Timetable and Projected Contributions

**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  
Minister for La Francophonie and  
Official Languages

**Witness**

Hubert Lussier

---

Name in block letters

Hubert Lussier

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Signature

**ON BEHALF OF SASKATCHEWAN**

Deb Higgins

---

The Honourable Deb Higgins  
Minister of Learning

**Witness**

René Archambault

---

Name in block letters

René Archambault

---

Signature

**AND**

Beverlay J. Oda

---

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

**Witness**

Pamela Eades

---

Name in block letters

Pamela Eades

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Signature

**ADMINISTRATIVE TERMS AND CONDITIONS**

**1. TERMS OF PAYMENT**

1.1. Canada's annual contribution set out in section 4 shall be paid in the following manner, for each of the two projects:

**1.1.1 Year 1 (2006-07)**

- a) A first advance payment, representing one half (50%) of Canada's contribution for 2006-07, shall be made following the signing of this agreement and the acceptance by Canada of the following documents for each project:
  - i) the environmental assessment, in accordance with subsection 9.1 and section 11 of this agreement;
  - ii) copies of the contracts signed by the architect and/or the contractor;
  - iii) a list of the furniture and equipment to be purchased during 2006-07, if applicable;
  - iv) a schedule of work for 2006-07.
- b) A second and final advance payment, not exceeding the balance of Canada's contribution for 2006-07, shall be made following receipt and acceptance by Canada of the following documents:
  - i) in accordance with section 2 of this schedule, a certified interim financial statement demonstrating the actual expenditures made by Saskatchewan during the period ending January 31, 2007, with supporting documents, as well as the expenditures projected until March 31, 2007 for each project;
  - ii) a revised version of Schedule 2, "Description of Projects", if applicable;
  - iii) a revised version of Schedule 3, "Estimated Eligible Costs, Expenditures Timetable and Projected Contributions", if applicable; and
  - iv) a revised version of the schedule of work, if applicable.

**1.1.2 Year 2 (2007-08)**

- a) A first advance payment, representing one half (50%) of Canada's contribution for the current year, shall be made on condition that the requirements for the previous payments have been met, and subject to the receipt and acceptance by Canada of the following documents for each project:
  - i) a list of the furniture and equipment to be purchased during 2007-08 for each project, if applicable;
  - ii) a revised version of Schedule 2, "Description of Projects", if applicable;
  - iii) a revised version of Schedule 3, "Evaluation of Eligible Costs, Expenditures Timetable and Projected Contributions", if applicable; and
  - iv) a revised version of the schedule of work for 2007-08 for each project, if applicable.

- b) A second and final advance payment, not exceeding the balance of Canada's contribution for 2007-08, shall be made following receipt and acceptance by Canada of the following documents:
  - i) in accordance with section 2 of this schedule, a certified final financial statement demonstrating the actual expenditures made by Saskatchewan during the period April 1, 2006 to March 31, 2007, with supporting documents related to each project;
  - ii) in accordance with section 2 of this schedule, a certified interim financial statement demonstrating the actual expenditures made by Saskatchewan during the period ending January 31, 2008, with supporting documents, as well as the expenditures projected to March 31, 2008 for each project;
  - iii) a revised version of Schedule 2, "Description of Projects", if applicable;
  - iv) a revised version of Schedule 3, "Estimated Eligible Costs, Expenditures Timetable and Projected Contributions", if applicable; and
  - v) a revised version of the schedule of work for 2007-08 for each project, if applicable.

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

## **2. FINANCIAL STATEMENTS, REPORTS ON OUTCOMES AND RELEVANT DOCUMENTS**

- 2.1 In accordance with section 1 of this schedule, Saskatchewan shall provide certified interim and final financial statements for each year covered by this agreement and for each project.
- 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 Saskatchewan and approved by Canada.
- 2.3 Canada and Saskatchewan agree that the financial statements provided to Canada by Saskatchewan shall indicate for each of the two projects, by budgetary item, the budget set out under this agreement, the income sources and all expenses incurred by the province, including those incurred after the signature of this agreement.
- 2.4 In addition to the certified financial statements referred to in section 1 of this schedule, within six (6) months following the end of this agreement, Saskatchewan shall provide to Canada final certified financial statements for 2007-08 accompanied by related supporting documents and a report on outcomes relative to the construction and renovation of school and community centres in Saskatoon, for public information purposes. The report on outcomes shall be accompanied by a cover letter that will provide an overall interpretation of the outcomes achieved by Saskatchewan in regard to the purpose of this agreement.
- 2.5 For purposes of this agreement, the term "supporting documents" referred to in sections 1 and 2 of this schedule means:
  - 2.5.1 when applied to the architect's fees and costs related to construction and renovation work, a written certificate signed by the architect acknowledging the value of the work completed in accordance with the contract documents;
  - 2.5.2 when applied to essential furniture and equipment, a document prepared and certified by Saskatchewan listing the goods purchased, their price and their quantity.

- 2.6 Saskatchewan shall submit its financial statements and report on outcomes in the manner considered by the province to be most appropriate given 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 Saskatchewan shall hold discussions to do so and to examine their relevance in light of the needs of Canada.
- 2.7 For purposes of this agreement, Canada agrees that the period during which expenses can be charged against contributions for each fiscal year may be extended to June 30 in order to take the school year into consideration. Where applicable, Saskatchewan 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.
- 2.8 Saskatchewan 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. Saskatchewan 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, Saskatchewan 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.
- 2.9 Saskatchewan shall submit to Canada a document attesting the official opening of the new school and community facilities in the *École canadienne-française* and the St. James School of Saskatoon.

### **3. OVERPAYMENT**

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

### **4. FINANCIAL AUDIT**

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

### **5. INFORMATION TO THE PUBLIC**

- 5.1 Canada and Saskatchewan 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.
- 5.2 Canada and Saskatchewan 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.
- 5.3 Canada and Saskatchewan agree to make the reports regarding the construction and renovation of the school and community facilities in Saskatoon available to the Canadian public in a reasonable timeframe after the documents are accepted by Canada.

5.4 Canada and Saskatchewan agree that communications and publications for the general public regarding this agreement shall be issued in both official languages.

## **6. PUBLIC ACKNOWLEDGEMENT OF CANADA**

- 6.1 During the construction and renovation work, Saskatchewan shall publicly acknowledge Canada's contribution, and shall allow representatives of Canada to participate fully in all official ceremonies to underline Canada's contribution to the projects and, upon completion of the work, in the official opening of the new school and community facilities in Saskatoon.
- 6.2 Saskatchewan agrees to give recognition to Canada's contribution when conducting publicity for the projects for which financial assistance was provided by Canada. For the purpose of this agreement, publicity includes, without being limited to, temporary signs erected on the construction sites, news releases, reports by provincial departments and agencies, and correspondence with educational institutions. Saskatchewan agrees to provide Canada with samples of these various types of publicity.
- 6.3 Saskatchewan agrees to take all reasonable measures to ensure that any recipient of a financial contribution from Canada, in particular schools and the school board, mention Canada's contributions wherever appropriate, in any publicity relating to the projects for which Canada has made a financial contribution.
- 6.4 Upon completion of the construction and renovation work, Saskatchewan shall install a plaque on the each of the sites covered in this agreement, drawing attention to Canada's participation in the projects. The text of these plaques, which shall be written in both English and French, and its presentation shall be submitted for Canada's approval.

## **7. CONSULTATION**

- 7.1 Saskatchewan has assured Canada that interested associations and groups in the province, in particular representatives of the school board and Francophone community, were consulted in the planning and designing of the school and community facilities in the *École canadienne-française* and the St. James School of Saskatoon.

## **8. EVALUATION**

- 8.1 Saskatchewan is responsible for the evaluation of its educational programs and measures under its jurisdiction, including the projects covered by this agreement. Saskatchewan 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*, are routinely subject to evaluation. Canada shall encourage input from Saskatchewan 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 Saskatchewan.

**DESCRIPTION OF PROJECT**  
*École canadienne-française of Saskatoon*

Spaces at *École canadienne-française in Saskatoon* will be renovated to meet the needs of Francophone youth up to Grade 7 and from the community.

	PROJECTED SPACE (m2)		
	Canada	Saskatchewan	TOTAL (m2)
<b><u>School space - Renovation</u></b>			
Bathrooms		17.00	17.00
<b>sub total</b>		<b>17.00</b>	<b>17.00</b>
<b><u>Community space - Renovation</u></b>			
Young Preschool	104.83		104.83
Preschool 1	74.05		74.05
Preschool 2	74.05		74.05
Older Preschool	75.1		75.1
Infant Room	52.18		52.18
Toddler Room	62.37		62.37
Kitchen	38.77		38.77
Laundry	6.71		6.71
Storage	27.08		27.08
Washrooms	10.53		10.53
Administration	48.48		48.48
Commons and Vestibule	16.9		16.9
Services and systems	258.98		258.98
			0
<b>sub total</b>	<b>850.03</b>		<b>850.03</b>
<b><u>GRAND TOTAL - SPACE (m2)</u></b>	<b>850.03</b>	<b>17.00</b>	<b>867.03</b>

**SUMMARY FOR ÉCOLE CANADIENNE-FRANÇAISE**

	Canada	Saskatchewan	TOTAL (m2)
School space		17.00	17.00
Community space	850.03		850.03
<b>NET AREA</b>	<b>850.03</b>	<b>17.00</b>	<b>867.03</b>

**DESCRIPTION OF PROJECT**

**St. James School**

Spaces at the St. James School in Saskatoon will be constructed and renovated to meet the needs of Francophone students from Grades 8 to 12 and from the community.

	<b>PROJECTED SPACE (m2)</b>		
	<b>Canada</b>	<b>Saskatchewan</b>	<b>TOTAL (m2)</b>
<b><u>Community space - Renovation</u></b>			
Community Group (AJF)	173.95		173.95
<b>sub total</b>	<b>173.95</b>		<b>173.95</b>
<b><u>School space - Construction</u></b>			
Classrooms		516.05	516.05
Instructional Support		176.34	176.34
Labs		160.78	160.78
Resource Centre		160.78	160.78
Visual Arts		63.53	63.53
Practical and Applied Arts		216.53	216.53
Counselling and First Aid		45.38	45.38
Administration		51.86	51.86
Staff Room		86.87	86.87
School Division Offices/Distance Education		570.00	570.00
<b>sub total</b>		<b>2048.12</b>	<b>2048.12</b>
<b><u>Shared space - Construction</u></b>			
Gymnasium	327.12	753.33	1080.45
Theatre	424.48	123.18	547.66
Kitchen	28.56	12.97	41.53
Washrooms	46.73	90.76	137.49
Commons Area	64.90	194.49	259.39
Janitor	7.79	16.86	24.65
Mechanical	19.47	84.28	103.75
<b>sub total</b>	<b>919.05</b>	<b>1275.87</b>	<b>2194.92</b>
<hr/> <hr/>			
<b><u>GRAND TOTAL - SPACE (m2)</u></b>	<b>1093.00</b>	<b>3323.99</b>	<b>4416.99</b>

**SUMMARY FOR ST. JAMES SCHOOL**

	<b>Canada</b>	<b>Saskatchewan</b>	<b>TOTAL (m2)</b>
School space		2048.12	2048.12
Community space	173.95		173.95
Shared space	919.05	1275.87	2194.92
<b>NET AREA</b>	<b>1093.00</b>	<b>3323.99</b>	<b>4416.99</b>

## ESTIMATED ELIGIBLE COSTS, EXPENDITURES TIMETABLE AND PROJECTED CONTRIBUTIONS

## I. ÉCOLE CANADIENNE-FRANÇAISE

Cost description	2006-07		2007-08		TOTAL		GRAND TOTAL
	Canada	Saskatchewan	Canada	Saskatchewan	Canada	Saskatchewan	
Environmental Assessment	\$4,000				\$4,000		\$4,000
Architect Fees	\$104,319	\$8,127	\$22,899	\$1,784	\$127,218	\$9,911	\$137,129
Renovation Work			\$848,125	\$66,075	\$848,125	\$66,075	\$914,200
Essential Furniture and Equipment			\$42,410		\$42,410		\$42,410
<b><u>GRAND TOTAL</u></b>	\$108,319	\$8,127	\$913,434	\$67,859	\$1,021,753	\$75,986	\$1,097,739

## II. ST. JAMES SCHOOL

Cost description	2006-07		2007-08		TOTAL		GRAND TOTAL
	Canada	Saskatchewan	Canada	Saskatchewan	Canada	Saskatchewan	
Environmental Assessment	\$4,000				\$4,000		\$4,000
Architect Fees	\$172,616	\$496,157	\$37,891	\$108,913	\$210,507	\$605,070	\$815,577
Construction Work	\$699,645	\$434,674	\$1,147,535	\$3,912,069	\$1,847,180	\$4,346,743	\$6,193,923
Renovation Work	\$5,852	\$265,389	\$52,666	\$888,498	\$58,518	\$1,153,887	\$1,212,405
Essential Furniture and Equipment	\$9,568	\$28,085	\$86,116	\$252,762	\$95,684	\$280,847	\$376,531
<b><u>GRAND TOTAL</u></b>	\$891,681	\$1,224,305	\$1,324,208	\$5,162,242	\$2,215,889	\$6,386,547	\$8,602,436
<b><u>GRAND TOTAL - BUDGET</u></b>	<b>\$1,000,000</b>	<b>\$1,232,432</b>	<b>\$2,237,642</b>	<b>\$5,230,101</b>	<b>\$3,237,642</b>	<b>\$6,462,533</b>	<b>\$9,700,175</b>