

**CANADA - NEW BRUNSWICK AGREEMENT -  
COMPLEMENTARY PROJECT REGARDING OFFICIAL LANGUAGES  
IN EDUCATION – *LA TROUSSE DU PASSEUR CULTUREL* -  
2007-2008 TO 2009-2010**

**CANADA – NEW BRUNSWICK AGREEMENT -  
COMPLEMENTARY PROJECT REGARDING OFFICIAL LANGUAGES  
IN EDUCATION – LA TROUSSE DU PASSEUR CULTUREL - 2007-2008 to 2009-2010**

**THIS AGREEMENT** was concluded in English and French  
on this 18th day of March 2008,

**BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, hereinafter called  
“Canada”, represented by the Minister of Canadian Heritage,

**AND: HER MAJESTY THE QUEEN IN RIGHT OF NEW BRUNSWICK**, hereinafter  
called “New Brunswick”, represented by the Minister of Wellness, Culture and Sport  
and Minister responsible for the Francophonie of New Brunswick.

**WHEREAS** English and French are the official languages of Canada, as recognized by the Constitution of Canada, as well as by the *Official Languages Act*, and whereas Canada recognizes its responsibilities and undertakings with respect to those languages;

**WHEREAS** section 23 of the *Canadian Charter of Rights and Freedoms* recognizes the right of Canadian citizens belonging to the English- or French-language minority in a province or territory to have their children educated in that language, at the elementary and secondary levels, where numbers of students warrant, and 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** New Brunswick recognizes that the concept of additional costs, as recognized by the Protocol, constitutes one of the premises on which Canada bases its financial support to New Brunswick;

**WHEREAS** education is under provincial jurisdiction;

**WHEREAS** New Brunswick, in the context of its responsibility for education, provides education in French in the province in accordance with section 23 of the *Canadian Charter of Rights and Freedoms* and its spirit, and instruction in French as a second language;

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

**WHEREAS** 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** New Brunswick acknowledges Canada’s Action Plan;

**WHEREAS** Canada, in the *Protocol for Agreements for Minority-Language Education and Second-Language Instruction 2005-2006 to 2008-2009 between the Government of Canada and the Council of Ministers of Education, Canada (CMEC)*, hereinafter called “Protocol”, concluded on November 3, 2005, reserves the right to approve complementary contributions in addition to the regular and additional funds identified in the Protocol;

**WHEREAS** New Brunswick acknowledges the importance of pursuing provincial, national and interprovincial / territorial initiatives related to official languages in education and that New Brunswick agrees to coordinate certain projects on behalf of all participating provinces and territories;

**WHEREAS** Canada and New Brunswick 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 New Brunswick, in accordance with the terms of this agreement, are prepared to allocate funds to support “La trousse du passeur culturel” project in order to reinforce and improve the quality of French first-language education programs in New Brunswick and elsewhere in the country;

**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 New Brunswick’s action plan that are carried out in the maintenance and improvement of programs in French first-language education and French second-language instruction at all levels of instruction.

“Regular funds” refers to the financial assistance provided by Canada to fund regular programs.

“Additional strategies” refers to the measures described in New Brunswick’s action plan and implemented under Canada’s Action Plan.

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

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

“Education”, “teaching” and “instruction”, unless otherwise specified, refer to all levels of the educational system - elementary, secondary, post-secondary (colleges and universities) and adult education - according to the definition generally accepted by Statistics Canada or agreed upon by Canada and New Brunswick.

“Action plan” refers to a provincial plan describing strategic priorities, expected outcomes, performance indicators, measures to be implemented, projected expenditures and participation in minority language education and second-language instruction programs related to the attainment of the objectives of the Protocol.

“Certified Financial Statement(s)” shall indicate, the budget for each of the planned measures in New Brunswick’s action plan (Schedule 2), the respective provincial and federal contributions and, for each of these measures, all expenditures with regard to the projects funded for the given period, including those incurred after the signing of this agreement. The financial statement(s) shall be prepared in accordance with generally accepted accounting principles and shall be certified by a person duly authorized by New Brunswick.

“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 New Brunswick from 2007-2008 to 2009-2010 to ensure the conception, production and distribution of La trousse du passeur culturel, as described in schedule 2 of this agreement.

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

- 3.1 Subject to the provisions of this agreement and in accordance with section 2, Canada and New Brunswick agree that Canada's complementary contribution shall be used for:
- 3.1.1 the development of La trousse du passeur culturel intended for the administrators of Canadian francophone schools; and
  - 3.1.2 the presentation of La trousse du passeur culturel to the administrators of Canadian francophone schools and cultural organizations.

## **4. PROVINCIAL ACTION PLAN**

- 4.1 For the purposes of this agreement, Canada and New Brunswick agree that New Brunswick shall provide an action plan, in accordance with the objectives described in section 2. New Brunswick's action plan (Schedule 2) shall be preceded by a preamble.
- 4.2 The preamble of New Brunswick's action plan (Schedule 2) shall describe the following elements:
- 4.2.1 the way New Brunswick's action plan (Schedule 2) contributes to the objectives set out in Canada's Action Plan and the priorities of the Protocol; and
  - 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 New Brunswick's action plan (Schedule 2) shall present, for the period covered by this agreement, the following elements:
- 4.3.1 the expected outcomes;
  - 4.3.2 the measures to be implemented to ensure that the expected outcomes are achieved;
  - 4.3.3 the performance indicators by which New Brunswick shall measure achievement of the outcomes; and
  - 4.3.4 a breakdown by measure and fiscal year of the estimated expenditures and Canada's and New Brunswick's financial contributions.

## **5. MAXIMUM AMOUNT OF CONTRIBUTION**

- 5.1 Subject to the appropriation of funds by Parliament, to the maintenance of current forecasted budgetary levels to March 31, 2009, to the *Development of Official-Language Communities* Program, *Minority Language Education* 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 hundred one thousand five hundred and forty three dollars (\$201,543) or fifty percent (50%) of the total eligible expenses incurred by New Brunswick during the period covered in this agreement.

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

2007-08	\$ 50,945
2008-09	\$150,598

- 5.3 Canada's financial contribution is conditional on New Brunswick's providing a financial contribution equivalent to or greater than that of Canada for the implementation of its action plan (Schedule 2).
- 5.4 Canada and New Brunswick recognize that Canada's financial contribution in a given fiscal year shall be provided to support the measures that shall be implemented during that period.
- 5.5 The complementary contribution identified in subsection 5.1 shall be paid in addition to the regular and additional funds paid to New Brunswick under the *Canada – New Brunswick Agreement on French First-Language Education and French Second-Language Instruction – 2005-06 to 2008-09*, and shall be subject to separate accountability measures. Canada and New Brunswick agree that the complementary contribution approved under this agreement shall be included in the calculation of the total funding awarded to national projects under Canada's Action Plan.
- 5.6 Subject to the appropriation of funds by the Legislative Assembly of New Brunswick and the maintenance of current and forecasted budgetary levels for the Department of Intergovernmental Affairs, New Brunswick agrees to contribute to the eligible expenses incurred under the terms of its action plan (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.

## **6. ELIGIBLE EXPENSES**

- 6.1 For the purpose of this agreement, eligible expenses for each of the measures described in New Brunswick's action plan (Schedule 2) are those related to salaries and benefits, professional fees, administrative costs, and expenses related to purchasing or renting essential supplies and equipment, purchasing and producing educational materials and providing training.

## **7. AVAILABILITY OF MATERIALS**

- 7.1 New Brunswick agrees to take all reasonable measures to make available to any researcher, institution, provincial or territorial government, Canada and the general public any audio-visual aids, curriculum material, films, research, studies or other material developed through financial support provided for a project or activity by Canada. For this purpose, New Brunswick may catalogue this material and make it available to the public. New Brunswick also agrees that all the costs of providing such documents shall be calculated in light of the financial contribution made by Canada. Wherever possible, such costs shall be calculated solely on the basis of the costs associated with the provision of the said documents but not with the preparation thereof.

## **8. APPROVED STRATEGIES AND BUDGETS**

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

## **9. ACCOUNTABILITY**

- 9.1 Canada and New Brunswick agree that they must be accountable to Parliament, the provincial legislature and the general public for the proper use of funds provided under this agreement and for the results achieved by these investments. Consequently, New Brunswick agrees to provide Canada, within six (6) months following the end of each fiscal year, with final certified report on actual expenditures incurred between April 1 and March 31 of each fiscal year and an annual report on outcomes related to the province's complementary projects, based on the indicators prescribed in the provincial action plan (Schedule 2).
- 9.2 The requirements pertaining to the submission and acceptance of the certified final report on outputs and actual expenditures are described in Section 2 of Schedule 1 of this Agreement.

## **10. PARTNERSHIP**

10.1 The parties recognize that this agreement does not constitute an association with the intent to establish a partnership or a joint venture nor to create an agency relationship between Canada and New Brunswick.

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

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

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

12.1 No official or employee of Canada shall be admitted to share in this agreement nor to any benefit arising from this agreement without the written consent of the official's or employee's Minister. No former public office holder or public servant who is not in compliance with the *Conflict of Interest and Post-Employment Code for Public Office Holders* or the *Values and Ethics Code for the Public Service* may receive a direct benefit from this agreement.

## **13. LIABILITY OF CANADA**

13.1 Canada shall not be liable for any injury, including death, or for any loss or damage to the property of New Brunswick or anyone else, that occurs through the execution of this agreement by New Brunswick unless such injury, loss or damage is caused by the negligence, willful misconduct or bad faith of Canada, the Minister of Canadian Heritage, or their employees, officers or agents.

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

## **14. INDEMNIFICATION**

14.1 New Brunswick shall indemnify Canada, the Minister of Canadian Heritage and their employees, officers or agents and release them from any liability for claims, losses, damages, costs and expenses related to any injury or death or loss of or damage to property caused by New Brunswick or its employees, officers or agents in implementing the measures described in this agreement.

## **15. DISPUTE RESOLUTION**

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

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

16.1 The following constitute breach of commitments:

16.1.1 New Brunswick, directly or through its representatives, makes or made a false declaration or a misrepresentation to Canada; or

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

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

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

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

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

16.2.4 by written demand, require repayment of amounts already paid that were spent contrary to the terms of this agreement, the amount claimed becoming a debt owing to the Crown as soon as the demand is made on New Brunswick. New Brunswick shall immediately comply with all written demands.

16.3 The fact that Canada refrains from exercising a remedy it is entitled to exercise under this agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred on it shall not prevent it in any way in the future from exercising any other right or remedy under this agreement or other applicable law.

## **17. ASSIGNMENT**

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

## **18. APPLICABLE STATUTES**

18.1 This agreement shall be governed by and interpreted in accordance with the applicable statutes of New Brunswick.

## **19. COMMUNICATIONS**

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

Department of Canadian Heritage  
Gatineau, Quebec K1A 0M5

Attention of:  
Director General, Official Languages Support Programs

19.2 Any communication concerning this agreement intended for New Brunswick shall be sent by mail to:

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

Attention of:  
Director, Canadian Francophonie and Official Languages

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

## **20. DURATION**

20.1 This agreement 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 20.2.

20.2 Subject to subsection 20.3, all contributions to be paid by Canada in accordance with the provisions of this agreement shall apply only to the measures implemented and expenses incurred by New Brunswick in carrying out its action plan (Schedule 2) for the period commencing on April 1<sup>st</sup>, 2007 and ending on March 31<sup>st</sup>, 2010.

20.3 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 20.2 could therefore end on June 30, 2010.

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

**21. AMENDMENT OR TERMINATION**

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

**22. CONTENT OF AGREEMENT**

22.1 This agreement, including the following schedules that form an integral part of this agreement and subsequent amendments to them, constitutes the entire agreement between the parties and supersedes all previous and future documents, negotiations, understandings and undertakings related to its subject matter. The province acknowledges having read this agreement and agrees with the content.

SCHEDULE 1 – Administrative Terms and Conditions

SCHEDULE 2 – New Brunswick’s Action Plan - Complementary Project regarding Official Languages in Education – La trousse du passeur culturel - 2007-2008 to 2009-2010

SCHEDULE 3 – Canada’s Action Plan for Official Languages – Categories of Support and Areas of Intervention

SCHEDULE 4 – Model – Certified Annual Report on Outcomes and Actual Expenditures

IN WITNESS WHEREOF, the parties hereto have signed this Amendment on the date that appears on the first page.

**ON BEHALF OF CANADA**

Josée Verner

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The Honourable Josée Verner  
Minister of Canadian Heritage, Status of  
Women and Official Languages

**Witness**

Émilie Potvin

---

Name in block letters

Émilie Potvin

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Signature

**ON BEHALF OF NEW BRUNSWICK**

Shawn Graham

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The Honourable Shawn Graham  
Premier of New Brunswick and  
Minister of Intergovernmental Affairs

**Witness**

Pauline Flewelling

---

Name in block letters

Pauline Flewelling

---

Signature

**AND**

Hédard Albert

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The Honourable Hédard Albert  
Minister of Wellness, Culture and Sport  
and Minister responsible for the  
Francophonie of New Brunswick

**Witness**

Mirelle Cyr

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Name in block letters

Mirelle Cyr

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Signature

**ADMINISTRATIVE TERMS AND CONDITIONS**

**1. TERMS OF PAYMENT**

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

**1.1.1 First Year (2007-2008)**

- a) an initial advance payment representing approximately one half (50%) of Canada's contribution for fiscal year 2007-2008 shall be made upon receipt and acceptance of the New Brunswick's action plan (Schedule 2) and the signing of this agreement; and
- b) a second and final advance payment representing the balance of Canada's contribution for fiscal year 2007-2008 shall be made upon receipt and acceptance by Canada of a certified interim financial statement for fiscal year 2007-2008, presenting the actual expenditures made by New Brunswick during the period of April 1, 2007 to January 31, 2008, and anticipated expenditures up to March 31, 2008.

**1.1.2 Second Year (2008-2009)**

- a) a first advance payment representing approximately one half (50%) of Canada's contribution for fiscal year 2008-2009 shall be made upon receipt and acceptance by Canada, if necessary, of an updated action plan (Schedule 2) and if all requirements for previous payments have been met;
- b) a second payment representing approximately one quarter (25%) of Canada's contribution for fiscal year 2008-2009 shall be made upon receipt and acceptance by Canada of a certified final report on outputs and actual expenditures for fiscal year 2007-08 and of a certified interim financial statement for fiscal year 2008-2009, presenting the actual expenditures made by New Brunswick during the period of April 1, 2008 to January 31, 2009, and anticipated expenditures up to March 31, 2009; and
- c) a third and final advance payment, not exceeding the balance of Canada's contribution for fiscal year 2008-2009, shall be made upon receipt and acceptance by Canada of a certified final report on outputs and actual expenditures for fiscal year 2008-2009.

1.2 The amounts to be paid by Canada to New Brunswick in accordance with this agreement shall be made within approximately thirty (30) business days once Canada accepts the documents referred to in section 1 of this schedule. This acceptance is conditional on the information contained in said documents conforming to the terms and conditions of this agreement and on New Brunswick acting on any issues raised by Canada, should the occasion arise.

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

2.1 New Brunswick shall submit the financial statements and report described in sections 1 and 2 of this schedule in the manner considered by the province to be most appropriate to its specific circumstance. Following presentation of such information, if there is a need, in the opinion of Canada, to clarify the information provided, Canada and New Brunswick shall hold discussions to do so and to examine their relevance in light of the needs of Canada.

2.2 In addition to the certified final reports on outputs and actual expenditures referred to in section 1 of this schedule, New Brunswick shall provide to Canada, within six (6) months following the end of this agreement, a certified final report on outputs and actual expenditures for fiscal year 2009-2010.

- 2.3 The certified final financial statement and annual report on outcomes may follow the model proposed by Canada in Schedule 4.
- 2.4 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. When necessary, New Brunswick 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 in the following fiscal year.

### **3. TRANSFERS**

- 3.1 Subject to the provisions of subsection 6.1 of this agreement, New Brunswick 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. New Brunswick 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 New Brunswick exceed the amounts to which New Brunswick is entitled, the overpayment shall be returned to Canada, failing which Canada may reduce its future contributions to New Brunswick by an equivalent amount.

### **5. FINANCIAL AUDIT**

- 5.1 The parties agree that Canada reserves the right to audit or to have an audit conducted of the accounts and records of New Brunswick in connection with the provisions of this agreement to ensure compliance with these provisions, and New Brunswick agrees to make all records, documents and information relevant to this agreement available to auditors who 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.
- 5.2 New Brunswick agrees to keep proper accounts and record of receipts and expenditures related to this agreement, including all related invoices, receipts and useful supporting documents. For the purpose of this agreement, New Brunswick shall retain all financial accounts, supporting documents and other useful documents for a period of five years following the expiration of this agreement.
- 5.3 Canada agrees to inform New Brunswick of the results of any financial audit and to pay New Brunswick, as soon as possible after completion of the audit, any monies that the audit may show to be then due and owing to New Brunswick. New Brunswick agrees to pay to Canada, on being informed of the results of such financial audit, any monies that the audit may show to be due and owing to Canada.

### **6. PUBLIC REPORTING**

- 6.1 Canada and New Brunswick agree that principles of transparency, accountability, consistency, accuracy, timeliness and clarity shall guide public reporting related to this agreement. The provision of such information by the parties shall be compatible with their respective policies and legislation on the protection of privacy and freedom of information.
- 6.2 Canada and New Brunswick agree to make the text of this agreement and its schedules available to the Canadian public, in particular on their respective Web sites, within a reasonable timeframe following the signature of this agreement.
- 6.3 Canada and New Brunswick agree to make the reports available to the Canadian public in a reasonable timeframe after the documents are accepted by Canada.
- 6.4 New Brunswick agrees to give recognition to Canada's contributions when conducting publicity for the measures for which financial assistance was provided by Canada. For the purpose of this agreement, publicity includes, without being limited to, news releases, reports

by provincial departments or agencies, and correspondence with educational institutions. New Brunswick agrees to provide Canada with samples of these various types of publicity.

- 6.5 New Brunswick agrees to take all reasonable measures to ensure that any other recipient of a financial contribution from Canada (for example, schools, school boards and post-secondary institutions) 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 New Brunswick agree that communications and publications for the general public regarding this agreement shall be issued in both official languages.

## **7. CONSULTATION**

- 7.1 New Brunswick has assured Canada that the interested associations and groups of the province, including representatives of school boards and post-secondary institutions, were consulted while developing its action plan (Schedule 2).
- 7.2 New Brunswick agrees to consult, as deemed necessary, interested associations and groups, in particular representatives of school boards and post-secondary institutions, about its measures implemented under this agreement. When possible, these consultations shall be held annually and may be conducted jointly by Canada and New Brunswick.
- 7.3 Canada intends to consult interested associations and groups regarding the measures implemented under this agreement for which Canada makes a financial contribution to New Brunswick. When possible, these consultations may be conducted jointly with New Brunswick.

## **8. EVALUATION**

- 8.1 New Brunswick is responsible for the evaluation of its educational programs and measures under its jurisdiction, including its action plan (Schedule 2). New Brunswick agrees to share with Canada the results of those evaluations.
- 8.2 Canada's programs, including the *Development of Official-Language Communities* Program, *Minority Language Education* Component, and the *Enhancement of Official Languages* Program, *Second-Language Learning* Component, are routinely subject to evaluation. Canada shall encourage input from New Brunswick in such evaluations and shall use the information provided under this agreement. If additional information is required, such information shall be discussed between Canada and New Brunswick.

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

**MINORITY LANGUAGE EDUCATION**

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

**SECOND OFFICIAL LANGUAGE INSTRUCTION**

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

MODEL

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

Canada - New Brunswick Agreement - Complementary Project Regarding Official Languages in Education –  
La trousse du passeur culturel - 2007-2008 to 2009-2010

OBJECTIVE(S) :

EXPECTED OUTCOMES	PERFORMANCE INDICATORS	PLANNED STRATEGIES/MEASURES	OUTCOMES ACHIEVED	ACTUAL EXPENDITURES AT March 31, (year)		
				PROJECTED BUDGET		TOTAL ACTUAL EXPENDITURES
				FEDERAL	PROVINCE	April 1, (year) to March 31, (year)
<i>(Optional)</i> STRATEGIC PRIORITY:						
CATEGORY OF SUPPORT:						
AREA OF INTERVENTION:						
<i>(Optional)</i> STRATEGIC PRIORITY:						
CATEGORY OF SUPPORT:						
AREA OF INTERVENTION:						
<b>GRAND TOTAL</b>						

Certified by: \_\_\_\_\_ (senior program officer)      Date: \_\_\_\_\_

Certified by: \_\_\_\_\_ (certified financial officer)      Date: \_\_\_\_\_