

**CANADA - NEW BRUNSWICK AGREEMENT ON
FRENCH FIRST-LANGUAGE EDUCATION AND
SECOND-LANGUAGE INSTRUCTION
2009-10 TO 2012-13**

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THIS AGREEMENT was concluded in English and French on this 31th day of March 2010,

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 Premier and Minister of Intergovernmental Affairs 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 that this right includes, where the number of those children so warrants, the right to have them receive that instruction in minority language educational facilities provided out of public funds;

WHEREAS Canada is committed to enhancing the vitality of the official language minority communities and to fostering the full recognition and use of both English and French in Canadian society, and whereas, in accordance with the *Official Languages Act*, the Minister of Canadian Heritage may, to this effect, take such measures, in particular, to encourage and assist provincial and territorial governments to provide members of the official language minority communities with 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 2009-10 to 2012-13, hereinafter referred to as the “Protocol”, was concluded on April 22, 2009;

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 is responsible for identifying objectives, developing content, setting priorities and evaluating its programs for minority language education and second official language instruction;

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 of a second language;

WHEREAS Canada and New Brunswick acknowledge the importance of learning Canada’s second official language, and New Brunswick, within its jurisdiction over education, agrees to promote this learning as part of second official language programs it provides in New Brunswick;

WHEREAS Canada and New Brunswick wish to foster a dialogue and closer ties between the Anglophone and Francophone communities;

WHEREAS an agreement between Canada and New Brunswick should be further to and consistent with the Protocol, and should take into account the respective responsibilities and common interests of the parties;

WHEREAS Canada, under the *Roadmap for Canada's Linguistic Duality 2008-2013: Acting for the Future* (hereinafter called "Roadmap"), released on June 19, 2008, shall continue to encourage and assist the provincial/territorial governments to consolidate and improve the quality of existing programs in minority language education and second language instruction, and increase participation in these programs;

AND WHEREAS New Brunswick agrees, for the purpose of this agreement, to describe the targets and initiatives that New Brunswick intends to carry out in its multi-year action plan;

THEREFORE, this agreement confirms that the parties hereto agree as follows:

1. DEFINITIONS

1.1 The following definitions apply to this agreement.

"Bilateral agreement(s)", unless otherwise specified, refers to an agreement or agreements signed by Canada and New Brunswick, which determines the objectives, initiatives and outcomes domains that underlie Canada's financial support for minority language education and second language instruction and sets out the commitments and obligations of both parties.

"Outcomes framework" refers to a general framework agreed to by Canada and the provincial/territorial governments describing, for each linguistic objective, the outcomes domains for which the provinces and territories agree to establish their own performance targets and indicators. The outcomes framework shall serve as the basis for all the action plans submitted by each provincial/territorial government during the period from 2009-10 to 2012-13.

"Action plan" refers to a provincial/territorial plan that includes a preamble and, for each linguistic objective and outcomes domain, presents targets, initiatives, performance indicators and projected expenditures.

A "program" with respect to minority language education refers to all activities or initiatives to support teaching and learning at a given level provided in the minority language by a minority language school or postsecondary institution. A "program" with respect to second language instruction refers to all activities or initiatives to support teaching and learning of the second language at a given level provided by a school or postsecondary institution.

"Minority language", "second official language" and "second language" refer to the two official languages of Canada: English and French. "Second language" means the second official language, either English or French, as the case may be. In the context of New Brunswick, minority language refers to French first- language, and second language refers to French at the primary and secondary level.

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

"Annual report" refers to a report produced annually by each provincial and territorial government that includes a final financial statement of contributions and actual expenditures related to the action plan and a summary implementation status indicator for those initiatives, with an explanation of variances with respect to planned implementation.

"Biennial report" refers to a report produced by each provincial and territorial government at the end of the second and fourth year of the bilateral agreement that presents the progress achieved for each outcome domain funded based on the targets and performance indicators identified in their action plan. This report provides an explanation of variances with respect to targets.

"Reports of pan-Canadian scope" apply to the two reports prepared by CMEC on the progress made on the provincial and territorial action plans. These reports are based on the outcomes framework and compile content from the biennial reports of each provincial and territorial government.

“Fiscal year” or “fiscal years”, 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 new cooperation framework on official languages in education between Canada and New Brunswick for 2009-10 to 2012-13 to fund the initiatives described in New Brunswick’s action plan, appearing in Schedule 3 of this agreement.
- 2.2 The objectives for which Canada provides New Brunswick with a financial contribution are set out below:
 - 2.2.1 Provide members of the French-language community of New Brunswick with the opportunity to be educated in their own language, including cultural enrichment through exposure to their own culture.
 - 2.2.2 Provide the residents of New Brunswick with the opportunity to learn their second language along with opportunities for cultural enrichment through knowledge of the culture of the other official language community.

3. PURPOSE OF THE CONTRIBUTION

- 3.1 Subject to the provisions of this agreement, Canada is prepared to contribute to part of the additional costs that New Brunswick must assume to implement the initiatives included in the multi-year action plan of this agreement (Schedule 3).
- 3.2 Further to the linguistic objectives described in section 2 of this agreement, Canada and New Brunswick agree to focus their efforts on the outcomes domains described in the outcomes framework presented in Schedule 4 of this agreement. The outcomes domains that New Brunswick chooses to focus on for each linguistic objective may include all or part of the areas described in Schedule 4.
- 3.3 Canada and New Brunswick shall be able to fund initiatives that address emerging priorities as part of this agreement.
- 3.4 In the interests of increasing inter-provincial/territorial cooperation and to encourage optimum use of resources, Canada and New Brunswick recognize the importance of undertaking projects or initiatives of an inter-provincial/territorial or pan-Canadian scope. For this purpose, it is mutually agreed that these may be coordinated by CMEC, Canada, New Brunswick, or other provinces and territories. The terms and conditions governing these projects or initiatives shall be subject to prior agreement between the Government of Canada, the relevant provincial/territorial governments and/or CMEC.

4. MAXIMUM AMOUNT OF CONTRIBUTION

- 4.1 Subject to the appropriation of funds by Parliament, to the maintenance of current and forecasted budgetary levels to March 31, 2013, for the *Development of Official Language Communities* Program, *Minority Language Education* Component, and the *Enhancement of Official Languages* Program, *Second-Language Learning* Component, to the undertakings specified in the Protocol, to the commitments made within special agreements or arrangements, and to the terms and conditions of this agreement, Canada agrees to contribute to the eligible expenses incurred by New Brunswick for the purposes described in section 2 of this agreement. Canada’s total financial contribution shall be the lesser of eighty-six million eight hundred and ten thousand seven hundred and sixty-eight dollars (\$86,810,768) or 50 percent of the total eligible expenses incurred during the term of this agreement.
- 4.2 Subject to subsection 4.1 of this agreement and from within Canada’s financial contribution described therein, Canada shall make the following annual contributions to New Brunswick for the implementation of the measures described in its action plan (Schedule 3):

Fiscal Year	Minority Language	Second Language	Total
2009-10	\$16,363,444	\$5,339,248	\$21,702,692
2010-11	\$16,363,444	\$5,339,248	\$21,702,692
2011-12	\$16,363,444	\$5,339,248	\$21,702,692
2012-13	\$16,363,444	\$5,339,248	\$21,702,692
Total	\$65,453,776	\$21,356,992	\$86,810,768

4.3 Canada's contribution is conditional on New Brunswick providing for each outcomes domain a financial contribution equivalent to or greater than that of Canada for the implementation of its action plan (Schedule 3).

4.4 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 3) for the period covered by this agreement.

4.5 Complementary contributions

4.5.1 Canada reserves the right to approve complementary contributions in addition to the amount provided in subsection 4.1 of this agreement to implement the initiatives that address emerging priorities proposed by New Brunswick. These contributions shall be subject to Canada's approval and shall focus mainly, but not exclusively, on:

- a) growth and improvement of second language instruction programs at all levels of instruction, as well as in research in this area;
- b) development and innovation in minority postsecondary education;
- c) infrastructure projects; and
- d) program growth and quality and cultural enrichment in minority language education at all levels, as well as in research in this area.

4.5.2 Canada agrees to honour the multi-year commitments contracted under specific agreements with New Brunswick before 2009-10 that will be completed during the years covered by this agreement. The contributions provided for in those agreements shall be made from the complementary contributions for the period 2009-10 to 2012-13. These contributions shall be in addition to Canada's contribution provided for in subsection 4.1 of this agreement. The terms of payment described in the *Canada – New Brunswick Agreement – Complementary project regarding official languages – La Trousse du passeur culturel – 2007-2008 to 2009-2010* shall continue to apply unless both parties mutually agree to amend or terminate them.

4.5.3 The provision of complementary contributions as described in subsection 4.5 of this agreement shall not result in any adjustment to the funding provided for and within the budgets described in subsection 4.1 of this agreement.

5. PROVINCIAL ACTION PLAN – 2009-10 TO 2012-13

5.1 For the purposes of this agreement, Canada and New Brunswick agree that New Brunswick shall provide a multi-year action plan for each linguistic objective, in accordance with the objectives described in section 2 of this agreement. New Brunswick's action plan (Schedule 3) shall be preceded by a preamble.

5.1.1 New Brunswick's preamble shall describe New Brunswick's specific context by providing the following information:

- a) an overview of New Brunswick's minority language education programs and second language instruction programs;
- b) (baseline) reference data for provincial performance targets and indicators and for data sources; and

- c) a description of the consultation process established for initiatives undertaken as part of this agreement.

5.1.2 New Brunswick's action plan shall provide, for each linguistic objective, and for the duration of this agreement, a table presenting the following information:

- a) New Brunswick's initiatives for each outcomes domain funded;
- b) at least one performance indicator and one target for each outcomes domain funded;
- c) a breakdown, by fiscal year, of contributions from Canada and New Brunswick for the expenditures projected for each outcomes domain funded as well as total expected annual expenditures by initiative.

5.2 New Brunswick shall develop its action plan (Schedule 3) in the manner it deems to be most appropriate to its particular circumstances. New Brunswick shall provide this information using as a model the indicators in the outcomes framework (Schedule 4) and the model action plan presented in Schedule 5. If there is a need, in Canada's opinion, to clarify the information provided, New Brunswick agrees to hold discussions to review the pertinence of this information to Canada's needs.

5.3 Two years after the signing of this agreement, New Brunswick may, with Canada's prior agreement, make adjustments to its action plan (Schedule 3) with respect to certain performance targets for minority language education and second language instruction in order to address its pace of progress. The other aspects of the action plan (Schedule 3) may be adjusted annually in accordance with the terms and conditions in this agreement.

5.4 **Complementary contributions**

5.4.1 As provided in subsection 4.5 of this agreement, Canada reserves the right to approve complementary contributions in addition to the amount provided in subsection 4.1 of this agreement to implement initiatives that address emerging priorities proposed by New Brunswick. These contributions shall be conditional upon New Brunswick agreeing to provide provincial contributions set out in documents submitted to and approved by Canada.

5.4.2 For Canada's approval of a financial contribution for complementary projects under this agreement, projects shall be submitted as an action plan. The plan shall include a preamble, the intended outcomes domain(s), targets, performance indicators, initiatives and contributions of Canada and New Brunswick. These action plans shall be provided to Canada by an individual duly authorized by New Brunswick. The action plans for complementary projects shall constitute an addendum to the multi-year action plan (Schedule 3) and shall form an integral part thereof.

6. **ELIGIBLE EXPENDITURES**

6.1 For the purposes of this agreement, eligible expenditures for each initiative described in New Brunswick's action plan (Schedule 3) may include, among others, salaries and benefits, professional fees, administrative costs and expenses related to purchasing or renting essential supplies and equipment, purchasing and producing educational materials and providing training.

6.2 Only those expenditures incurred during a fiscal year for initiatives described in the action plan (Schedule 3) shall be deemed eligible expenditures for the fiscal year in question.

7. **COORDINATION**

7.1 The representatives of Canada and New Brunswick agree to hold a meeting, within the sixty (60) days prior to the end of each fiscal year covered by this agreement, to discuss implementation of the action plan. The parties may then, if required, agree to amendments to the action plan (Schedule 3).

8. AVAILABILITY OF MATERIALS

8.1 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 by Canada under this agreement. 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 said documents but not with the preparation thereof.

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 with the financial statements and reports required for each fiscal year covered by 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 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 or to benefit from it 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 Act*, S.C. 2006, c. 9 or the *Values and Ethics Code for the Public Service* may receive a direct benefit from this agreement.

13. LIABILITY OF CANADA AND NEW BRUNSWICK

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 implementation of this agreement by New Brunswick unless such injury, loss or damage is caused by the negligence, wilful misconduct or bad faith of Canada, the federal minister, or their employees, officers or agents.

13.2 New Brunswick shall not be liable for any injury, including death, or for any loss or damage to the property of Canada or anyone else, that occurs through the implementation of this agreement by Canada unless such injury, loss or damage is caused by the negligence, wilful misconduct or bad faith of New Brunswick, the provincial minister, or their employees, officers or agents.

13.3 Canada disclaims itself from any liability in the event that New Brunswick concludes a loan, rent-to-own contract or other long-term contract as part of the initiatives funded under this agreement.

14. INDEMNIFICATION

14.1 New Brunswick shall indemnify Canada, the federal minister and their employees, officers or agents, and release them from any liability for claims, losses, damages, expenditures and costs related to any injury or death, or loss or damage to property caused by New Brunswick or its employees, officers or agents in carrying out the activities described in this agreement.

14.2 Canada shall indemnify New Brunswick, the provincial minister and their employees, officers or agents, and release them from any liability for claims, losses, damages, expenditures and costs related to any injury or death, or loss or damage to property caused by Canada or its employees, officers or agents in carrying out the activities described in this agreement.

15. DISPUTE RESOLUTION

15.1 In the event of a dispute arising under the terms of this agreement, the parties agree to try 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, otherwise than in good faith, 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; or

16.1.3 Canada suspends or withholds for no legitimate reason payments of its contribution with respect to amounts already owing or future payments.

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 contribution, either with respect to amounts already owing or future payments; and

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

16.3 In the event of breach of commitments, New Brunswick may avail itself of the following remedies:

16.3.1 Suspend some activity provided for in the action plan (Schedule 3); and

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

16.4 The fact that one of the two parties 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, and any benefit thereunder, may not be assigned without prior written approval from Canada.

18. APPLICABLE STATUTES

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

19. COMMUNICATIONS

19.1 Any notice, request, information or any other document required with respect to this agreement shall be deemed to be served if mailed or transmitted by fax or electronic mail. Any notice sent or transmitted by fax or electronic mail shall be deemed to have been

received one (1) business day after it was sent; any mailed notice shall be deemed to have been received eight (8) business days following its mailing.

All notices shall be sent to the following addresses:

To New Brunswick:

Director, Francophonie and Official
Languages
Ministry of Intergovernmental
Affairs
Post Office Box 6000
Fredericton, New Brunswick
E3B 5H1

To the Department of Canadian Heritage:

Director, Operations and Regional Coordination
Official Languages Support Programs
Department of Canadian Heritage
15 Eddy Street, 7th Floor
Gatineau, Quebec
K1A 0M5

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) following the expiration of the period of activities indicated in subsection 20.2 of this agreement.
- 20.2 Subject to subsection 20.3 of this agreement, all contributions to be provided by Canada in accordance with the provisions of this agreement shall apply only to the initiatives carried out in implementing the action plan (Schedule 3) and the expenditures incurred by New Brunswick for the period commencing on April 1, 2009 and ending on March 31, 2013.
- 20.3 Canada agrees that the period during which expenditures may be charged against contributions for a given fiscal year may be extended to June 30 in order to reflect the school year. The period of activities set out in subsection 20.2 of this agreement may therefore end on June 30, 2013.
- 20.4 All the obligations of New Brunswick shall, expressly or by their nature, survive termination or expiry of this agreement, until they are fulfilled or by their nature expire.

21. AMENDMENT OR TERMINATION

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

22. CONTENT OF THE AGREEMENT

- 22.1 This agreement, including the following schedules that form an integral part of it 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 its content. In case of conflict or incompatibility between Schedule 1 and Schedule 2 of this agreement, Schedule 2 shall take precedence.

SCHEDULE 1 – General Administrative Procedures and Conditions

SCHEDULE 2 – Administrative Procedures and Conditions - Capital Projects

SCHEDULE 3 – New Brunswick's Action Plan – French First-Language Education and Second-Language Instruction - 2009-10 to 2012-13

SCHEDULE 4 – Outcomes Framework - Protocol for Agreements on Official Languages in Education - 2009-10 to 2012-13

SCHEDULE 5 – Models – Action Plan, Annual Report, Biennial Report on Outcomes and Interim Financial Statement

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

ON BEHALF OF CANADA

ON BEHALF OF NEW BRUNSWICK

James Moore

Shawn Graham

The Honourable James Moore
Minister of Canadian Heritage and
Official Languages

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

Witness

Witness

Joanne McNamara

Line Pinet

Name in block letters

Name in block letters

Joanne McNamara

Line Pinet

Signature

Signature

GENERAL ADMINISTRATIVE PROCEDURES AND CONDITIONS

1. TERMS OF PAYMENT

1.1 Multi-year action plan (2009-10 to 2012-13)

Canada's annual contributions to New Brunswick's action plan (Schedule 3) referred to in subsection 4.1 of this agreement shall be made as follows:

1.1.1 Year 1 (2009-10)

- a) A first advance payment, representing eighty percent (80%) of Canada's contribution for the current fiscal year, shall be made upon approval of New Brunswick's action plan by Canada (Schedule 3) and the signing of this agreement, and on condition that the requirements for the previous payments related to the *Canada – New Brunswick Agreement on French First-Language Education and French Second-Language Instruction 2005-06 to 2008-09* have been met.
- b) A second and final advance payment, not exceeding the balance of Canada's contribution for the current fiscal year, shall be made upon production of:
 - i) an interim financial statement for the current fiscal year.

1.1.2 Year 2 (2010-11)

- a) A first advance payment, representing eighty percent (80%) of Canada's contribution for the current fiscal year, shall be made on condition that the requirements for the previous payments have been met and, if applicable, subject to the production of an updated action plan (Schedule 3).
- b) A second and final advance payment, not exceeding the balance of Canada's contribution for the current fiscal year, shall be made upon production of:
 - i) an annual report on the previous fiscal year; and
 - ii) an interim financial statement for the current fiscal year.

1.1.3 Year 3 (2011-12)

- a) A first advance payment, representing eighty percent (80%) of Canada's contribution for the current fiscal year, shall be made on condition that the requirements for the previous payments have been met and, if applicable, subject to the production of an updated action plan (Schedule 3).
- b) A second and final advance payment, not exceeding the balance of Canada's contribution for the current fiscal year, shall be made upon production of:
 - i) an annual report on the previous fiscal year;
 - ii) a biennial report for fiscal years 2009-10 and 2010-11; and
 - iii) an interim financial statement for the current fiscal year.

1.1.4 Year 4 (2012-13)

- a) A first advance payment, representing eighty percent (80%) of Canada's contribution for the current fiscal year, shall be made on condition that the requirements for the previous payments have been met and, if applicable, subject to the production of an updated action plan (Schedule 3).
- b) A second and final payment, not exceeding the balance of Canada's contribution for the current fiscal year, shall be made upon production of:

- i) an annual report for fiscal years 2011-12 and 2012-13; and
- ii) a biennial report for fiscal years 2011-12 and 2012-13.

1.2 Action plans – Projects

Canada's complementary contributions to New Brunswick for projects funded under the provisions set out in subsection 4.5 of this agreement shall be made as follows:

1.2.1 For one-year projects:

- a) A first advance payment, representing eighty percent (80%) of Canada's contribution for the current fiscal year, shall be made upon approval of the action plan by Canada; and
- b) A second and final payment, not exceeding the balance of Canada's contribution for the current fiscal year, shall be made upon production of an annual report for the current fiscal year.

1.2.2 For multi-year projects:

1.2.2.1 Year 1

- a) A first advance payment, representing eighty percent (80%) of Canada's contribution for the current fiscal year, shall be made upon approval of the action plan by Canada.
- b) A second and final advance payment, not exceeding the balance of Canada's contribution for the current fiscal year, shall be made upon production of an interim financial statement for the current fiscal year.

1.2.2.2 Subsequent years (excluding the final fiscal year)

- a) A first advance payment, representing eighty percent (80%) of Canada's contribution for the current fiscal year, shall be made on condition that the requirements for the previous payments have been met and, if applicable, subject to the production of an updated action plan (Schedule 3).
- b) A second and final advance payment, not exceeding the balance of Canada's contribution for the current fiscal year, shall be made upon production of:
 - i) an annual report for the previous fiscal year; and
 - ii) an interim financial statement for the current fiscal year.

1.2.2.3 Final year

- a) A first advance payment, representing eighty percent (80%) of Canada's contribution for the current fiscal year, shall be made on condition that the requirements for the previous payments have been met and, if applicable, subject to the production of an updated action plan (Schedule 3).
- b) A second and final payment, not exceeding the balance of Canada's contribution for the current fiscal year, shall be made upon production of:
 - i) an annual report for the previous fiscal year; and
 - ii) an annual report for the current fiscal year.

1.3 Canada's contributions to New Brunswick for capital projects funded under this agreement shall be made in accordance with the administrative procedures and conditions set out in Schedule 2 of this agreement.

- 1.4 Canada and New Brunswick agree that the biennial reports produced following the second and fourth years of this agreement shall present the progress achieved through the complementary projects.
- 1.5 The initial payments made by Canada to New Brunswick as part of this agreement shall be made approximately ninety (90) business days following acceptance by Canada of the documents referred to in section 1 of this schedule.
- 1.6 Except for the initial payments, all payments made by Canada to New Brunswick as part of this agreement shall be made approximately thirty (30) business days following acceptance by Canada of the documents referred to in section 1 of this schedule.
- 1.7 All payments are conditional on Canada's acceptance of the documents produced by New Brunswick in accordance with section 1 of this schedule. This acceptance is conditional on the compliance of the information provided in the said documents with the administrative procedures and conditions of this agreement and on New Brunswick having addressed the issues raised by Canada, if any.

2. FINANCIAL STATEMENTS AND REPORTS

- 2.1 By March 31 of each fiscal year covered by this agreement, New Brunswick shall provide Canada with approved interim financial statements of New Brunswick's expenditures. The interim financial statements shall provide details of the actual expenditures incurred before September 30 of the fiscal year in question and on the expenditures anticipated until March 31 of the fiscal year in question.
- 2.2 Within six (6) months following the end of each fiscal year covered by this agreement, New Brunswick shall provide Canada with an annual report. This report shall include a final financial statement of the contributions and actual expenditures related to the action plan (Schedule 3) for the fiscal year in question and a brief implementation status update on the initiatives recorded therein.
- 2.3 Within six (6) months following the end of the second and fourth fiscal years covered by this agreement, New Brunswick shall provide Canada with biennial reports presenting the progress made in implementing its action plan (Schedule 3). New Brunswick shall forward these reports to CMEC following their acceptance by Canada.
- 2.4 The reports and financial statements shall be approved by an individual duly authorized by New Brunswick. For each reference period, the financial statements shall separately present the budget established in the Province's action plan (Schedule 3), the federal and provincial contributions by outcomes domain and, for each initiative, all expenditures incurred by the Province, including those incurred before the signing of this agreement. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- 2.5 The interim financial statements, as well as the annual and biennial reports, may resemble the models proposed by Canada in Schedule 5.
- 2.6 New Brunswick shall provide the financial statements and annual and biennial reports in the manner it considers to be most appropriate to its particular circumstances. Following presentation of such information, if there is a need, in the opinion of Canada, to clarify the information provided, Canada and New Brunswick shall hold discussions to clarify the information and review the pertinence of such information to the needs of Canada.
- 2.7 For the purposes of this agreement, Canada agrees that the period during which expenditures may be charged against the contributions for a given fiscal year may be extended to June 30 to reflect the school year. Where necessary, New Brunswick undertakes to ensure that the expenditures it reports in the financial statements submitted to Canada for expenditures incurred between April 1 and June 30, and charged to the previous fiscal year, are not reported in the following fiscal year.
- 2.8 New Brunswick agrees to keep accounts and documents up to date and in due form on receipts and expenditures related to the content of this agreement, including all related invoices, receipts and useful supporting documents. New Brunswick shall provide financial statements and other documents provided for in this agreement from time to time as required

by Canada, and it shall manage its financial affairs in accordance with generally accepted accounting principles and practices. For the purposes of this agreement, New Brunswick shall retain all financial accounts, source documents and other useful documents for a period of at least five (5) years following the expiration of this agreement.

3. TRANSFERS

3.1 Transfers of funding from the multi-year action plan to the bursary and language-assistant program

For each fiscal year covered by this agreement, New Brunswick may transfer a portion of the funds provided in subsection 4.1 of this agreement to the bursary and language-assistant program. To that end, New Brunswick shall make arrangements with CMEC to permit the funds to be transferred directly on an annual basis. New Brunswick agrees to reflect all transfers made at CMEC in its annual reports and to update its action plan (Schedule 3) to reflect the changes to the contributions provided.

3.2 Transfers within the multi-year action plan

For each fiscal year covered, and subject to the provisions of subsection 4.3 of this agreement, New Brunswick may transfer a portion of the funds provided in the multi-year action plan as follows:

- 3.2.1 New Brunswick) may, at its discretion, transfer a portion of the funds between the outcomes domains under the same linguistic objective.
- 3.2.2 Canada and New Brunswick may agree in writing, no later than February 15 of the fiscal year in question, to transfer a portion of the funds between linguistic objectives.
- 3.2.3 New Brunswick acknowledges the importance of respecting, for the duration of this agreement, the overall distribution of funding between the linguistic objectives provided in subsection 4.2 of this agreement.

3.3 Transfers between the multi-year action plan and the complementary projects

- 3.3.1 New Brunswick agrees to make no transfer between the funding provided in subsection 4.1 of this agreement for the multi-year action plan and the complementary contributions provided by Canada as part of the provisions of subsection 4.5.
- 3.3.2 New Brunswick agrees to make no transfer between the action plans funded through the complementary contributions referred to in subsection 4.5 of this agreement.

4. OVERPAYMENT

- 4.1 The parties agree that, if 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 AUDITS

- 5.1 In the event a financial audit is deemed necessary within a period of up to five (5) years after the end of this Agreement, Canada and New Brunswick agree that it would be conducted by the Auditor General of New Brunswick.

6. PUBLIC REPORTING

- 6.1 Canada and New Brunswick agree that the principles of transparency, accountability, consistency, accuracy, timeliness and clarity shall guide public reporting related to this agreement. The provision of 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. New Brunswick may link its site to Canada's site.
- 6.3 New Brunswick shall endeavour, through CMEC, to produce two pan-Canadian reports during the period covered by this agreement.
- 6.4 New Brunswick agrees to make available to the public copies of the reports, including the evaluations, audits and other reviews regarding this agreement.
- 6.5 New Brunswick shall endeavour, through CMEC, to establish comparable pan-Canadian measures of student participation and performance in minority language education and second language instruction programs.
- 6.6 New Brunswick agrees to recognize Canada's participation when conducting publicity for all programs for which financial assistance was provided by Canada. For the purpose of this agreement, publicity includes, without being limited to, news releases and provincial departmental and agency reports.
- 6.7 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 postsecondary institutions) agrees to mention Canada's contributions wherever appropriate in any publicity relating to the programs for which Canada has made a financial contribution.
- 6.8 Canada and 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 shall assure Canada, in the preamble to its action plan (Schedule 3), that interested associations and groups in the province, in particular representatives of school boards and postsecondary institutions, were consulted in the development of its action plan (Schedule 3).
- 7.2 New Brunswick agrees, where necessary, to consult interested groups and associations, in particular representatives of school boards and postsecondary institutions, on the programs implemented as part of this agreement. When possible, these consultations shall take place annually; Canada and New Brunswick may agree to conduct them jointly.
- 7.3 Canada proposes to consult interested groups and associations on the programs implemented as part of this agreement for which Canada makes a financial contribution to New Brunswick. When possible, these consultations will be conducted in cooperation with New Brunswick and CMEC. In the event that this is not possible, Canada shall notify New Brunswick of the formal consultations linked directly to the initiatives funded under this agreement. Following these consultations, Canada shall provide New Brunswick with a report on the key discussion topics.

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 3). 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 evaluated. 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.

**ADMINISTRATIVE PROCEDURES AND CONDITIONS
CAPITAL PROJECTS**

1. PURPOSE OF THE SCHEDULE

- 1.1 In accordance with the provisions of this agreement, Canada may contribute financially to capital projects. Canada and New Brunswick agree that the funding of these projects shall be subject to the provisions of this agreement and to the administrative procedures and terms described in this schedule.
- 1.2 The provisions regarding financial statements and reports, overpayment, financial audits, public reporting, consultation and evaluation set out in the General Administrative Procedures and Conditions (Schedule 1) of this agreement, and those not mentioned in this schedule, also govern capital projects.

2. ELIGIBLE EXPENDITURES

- 2.1 For the purposes of this agreement, capital project expenditures may include expenditures regarding the preparation of construction plans and blueprints, environmental studies, site development, professional fees, construction, renovation, and essential furniture and equipment.

3. DESCRIPTIVE TABLE OF PROJECTS

- 3.1 For Canada's approval of a financial contribution for a capital project under this agreement, Canada and New Brunswick agree that New Brunswick shall provide a descriptive table for each capital project. The descriptive table shall contain the following information:
- a) the outcomes domain(s) and target(s) covered by the project and at least one indicator;
 - b) the project phases, type and scope;
 - c) the school and community spaces provided; and
 - d) a summary of the budget items and anticipated investments.
- 3.2 The descriptive table shall be provided to Canada by an individual duly authorized by New Brunswick. Once approved by Canada, the table shall constitute an addendum to the multi-year action plan (Schedule 3) and shall form an integral part thereof.

4. PAYMENT TERMS AND CONDITIONS

- 4.1 Canada's contributions to New Brunswick for capital projects shall be made as follows:

4.1.1 For one-year projects:

- a) A first advance payment, representing fifty percent (50%) of Canada's contribution for the current fiscal year, shall be made upon approval, by Canada, of the project and its environmental assessment, if applicable, or the document indicating that an environmental assessment is not required;
- b) A second advance payment, representing thirty percent (30%) of Canada's contribution for the current fiscal year, shall be made upon production of:
 - i) an interim financial statement for the current fiscal year; and
 - ii) an update, if any, of the descriptive table of the project;
- c) A third and final payment, not exceeding the balance of Canada's contribution for the current fiscal year, shall be made upon production of:
 - i) a final construction report;

- ii) a final financial statement for the current fiscal year; and
- iii) confirmation of the completion, if applicable, of the environmental mitigation measures.

4.1.2 For multi-year projects:

4.1.2.1 Year 1

- a) A first advance payment, representing fifty percent (50%) of Canada's contribution for the current fiscal year, shall be made upon approval, by Canada, of the project and its environmental assessment, if applicable, or the document indicating that an environmental assessment is not required.
- b) A second and final advance payment, not exceeding the balance of Canada's contribution for the current fiscal year, shall be made upon production of:
 - i) an interim financial statement for the current fiscal year accompanied by a work progress report.

4.1.2.2 Subsequent years (excluding the final fiscal year)

- a) A first advance payment, representing fifty percent (50%) of Canada's contribution for the current fiscal year, shall be made on condition that the requirements for the previous payments have been met and, if applicable, subject to an update to the descriptive table of the project.
- b) A second and final advance payment not exceeding the balance of Canada's contribution for the current fiscal year, shall be made upon production of:
 - i) a final financial statement for the previous fiscal year; and
 - ii) an interim financial statement for the current fiscal year accompanied by a work progress report.

4.1.2.3 Final year

- a) A first advance payment, representing fifty percent (50%) of Canada's contribution for the current fiscal year, shall be made on condition that the requirements for the previous payments have been met and, if applicable, subject to an update to the descriptive table of the project.
- b) A second advance payment representing thirty percent (30%) of Canada's contribution for the current fiscal year, shall be made upon production of:
 - i) a final financial statement for the previous fiscal year; and
 - ii) an interim financial statement for the current fiscal year.
- c) A third and final payment, not exceeding the balance of Canada's contribution for the current fiscal year, shall be made upon production of:
 - i) a final construction report;
 - ii) a final financial statement for the current fiscal year; and
 - iii) confirmation of the completion, if applicable, of the environmental mitigation measures.

4.2 Canada and New Brunswick agree that the biennial reports produced following the second and fourth years of this agreement shall present the progress achieved through the capital projects.

5. FINANCIAL STATEMENTS AND REPORTS

- 5.1 By March 31 of each fiscal year covered by capital projects, New Brunswick shall provide Canada with approved interim financial statements of New Brunswick's expenditures. The interim financial statements shall provide details of the actual expenditures incurred before September 30 of the fiscal year in question and on the expenditures anticipated until March 31 of the fiscal year in question.
- 5.2 Within six (6) months following the end of each fiscal year covered by capital projects, New Brunswick shall provide Canada with approved final financial statements of New Brunswick's expenditures.
- 5.3 Except for the final financial statements provided within the six (6) months following the end of the final fiscal year covered by capital projects, the final financial statements shall present, as separate items, the budget for the fiscal year in question, the provincial and federal contributions and any expenditures incurred by the Province.
- 5.4 Within six (6) months following the end of the last fiscal year covered by capital projects, New Brunswick shall provide Canada with final financial statements. These financial statements shall present, as separate items, the budget for the fiscal year and the total budget for each expenditure category funded, the provincial and federal contributions and any expenditures incurred by the Province for the duration of the project.
- 5.5 By March 31 of each fiscal year covered by capital projects, New Brunswick shall provide Canada with a work progress report. This report shall provide a summary indication of work progress and an explanation of any variance over the forecasted implementation. Production of this report will not be required for one-year projects or for the final year of multi-year projects.
- 5.6 Within six (6) months following the end of one-year projects and the final year of a multi-year project, New Brunswick shall provide Canada with a final work report. This report shall present a status report of the work carried out through the contributions of Canada and New Brunswick.

6. TRANSFERS

For each fiscal year covered by capital projects funded under this agreement, New Brunswick may transfer a portion of the funds provided as follows:

6.1 Transfers between capital projects

Canada and New Brunswick agree that a portion of the funds provided for each project may be transferred from one project to another. Canada and New Brunswick may agree in writing, no later than February 15 of the fiscal year in question, to transfer a portion of the funds between the projects.

6.2 Transfers between expenditure categories

New Brunswick may, at its discretion, transfer a portion of the funds from one expenditure category to another. These transfers must be made within expenditure categories eligible for a contribution from Canada.

7. TENDERS

- 7.1 Prior to awarding contracts for carrying out capital projects funded under this agreement, New Brunswick agrees to issue a call for tenders in one or more English- and French-language newspapers. All public tenders must be published in a comparable manner and in an equivalent number of English- and French-language newspapers.
- 7.2 New Brunswick shall ensure that all contracts required for capital projects are awarded in accordance with the applicable rules with respect to the awarding of its government contracts.

8. ESSENTIAL FURNITURE AND EQUIPMENT

- 8.1 New Brunswick shall ensure that the new facilities funded under this agreement are accessible to persons with disabilities.
- 8.2 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 lands that are usually and reasonably provided for in such an institution, excepting perishables.

9. DISPOSAL OF ASSETS

- 9.1 For any asset purchase (furniture, equipment, automotive equipment, buildings, etc.) that has a cost of over \$1,000, New Brunswick 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 (5) years following the expiry or termination of this agreement, unless:
- 9.1.1 written exemption from this requirement is obtained from Canada;
 - 9.1.2 Canada authorizes the disposal of the assets;
 - 9.1.3 the assets must be replaced on account of wear; or
 - 9.1.4 the assets must be replaced on account of obsolescence.

10. CONTINUED PURPOSE

- 10.1 In the case of funding school-community centres New Brunswick undertakes to preserve the community spaces funded under this agreement for the purpose for which they were funded by Canada. New Brunswick agrees to respect this commitment throughout the existence of the school component unless written exemption from this requirement is obtained from Canada.

11. ENVIRONMENTAL ASSESSMENT

- 11.1 New Brunswick recognizes Canada’s environmental assessment obligations and undertakes to provide Canada with an environmental assessment in accordance with the *Canadian Environmental Assessment Act* for the capital projects funded under this agreement as early as possible in the project planning phase.
- 11.2 If an environmental assessment is not necessary, an explanatory document shall be presented to Canada. This document, which shall indicate those exemptions applicable to the capital projects funded under this agreement, must be expressly approved by Canada.
- 11.3 The costs of the environmental assessment are an integral part of the costs of carrying out the project and, as such, are eligible for financial assistance by Canada, in accordance with the provisions of this agreement.
- 11.4 New Brunswick undertakes to respect any municipal, provincial and federal statutes and regulations related to the protection of the environment.
- 11.5 New Brunswick undertakes to complete all environmental mitigation measures identified in the projects’ environmental assessments and, once the projects are completed, to provide written confirmation that these mitigation measures have been completed, along with the related documentation.
- 11.6 Prior to awarding contracts for projects funded under this agreement, New Brunswick shall have completed, to Canada’s satisfaction, the environmental assessment provided in this paragraph, in compliance with the *Canadian Environmental Assessment Act*.

12. ACCESS TO PREMISES

12.1 New Brunswick shall allow the federal minister or his representatives to visit the premises where the activities funded under this agreement are being carried out.

13. INSURANCE

13.1 New Brunswick shall take the necessary measures to ensure that the premises funded under this agreement are, at all times, insured against fire, loss or damage from whatever reason, for the full replacement value of the premises.

14. PUBLIC ACKNOWLEDGEMENT OF CANADA

14.1 During the work being carried out, New Brunswick 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 project and, upon completion of the work, in the official inauguration of the new facilities.

14.2 New Brunswick agrees to give recognition to Canada's contributions 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 site, news releases, and reports by provincial departments and agencies. New Brunswick agrees to provide Canada with samples of these various types of publicity.

14.3 New Brunswick agrees to take all reasonable measures to ensure that any recipient of a financial contribution from Canada, including schools, school boards and postsecondary institutions, mentions Canada's contributions wherever appropriate, in any publicity relating to the projects for which Canada has made a financial contribution.

14.4 Upon completion of the work, New Brunswick shall install a plaque on the site, drawing attention to Canada's participation in the project. The text of this plaque, which shall be written in both English and French, as well as the manner in which it is presented, shall be submitted to Canada for approval.

**New Brunswick's Action Plan
French First-Language Education and
Second-Language Instruction – 2009-10 to 2012-13**

Outcomes Framework
PROTOCOL FOR AGREEMENTS FOR OFFICIAL LANGUAGES IN EDUCATION

OUTCOMES DOMAINS	PERFORMANCE INDICATORS BASED ON TARGETS SET BY JURISDICTIONS
DEFINITIONS	EXAMPLES
MINORITY LANGUAGE	
Primary and secondary	
<p>STUDENT PARTICIPATION</p> <ul style="list-style-type: none"> ◦ Recruitment, integration and retention of students in minority language education programs up to secondary school graduation 	<ul style="list-style-type: none"> ◦ Proportion of eligible enrolled students ◦ Retention rate of students from one school level to the next ◦ Graduation rate
<p>PROVISION OF PROGRAMS</p> <ul style="list-style-type: none"> ◦ Maintenance, development and/or enrichment of programs and educational resources adapted to the minority milieu 	<ul style="list-style-type: none"> ◦ Number of programs ◦ Proportion/number of programs with enrichment activities ◦ Number of program enrichment activities and innovations (e.g., programs, methods, technologies, educational resources)
<p>STUDENT PERFORMANCE</p> <ul style="list-style-type: none"> ◦ Academic achievement of students in minority communities comparable to that of majority community students 	<ul style="list-style-type: none"> ◦ Students' results in primary and secondary school (e.g., provincial/national/international tests)
<p>ENRICHED SCHOOL ENVIRONMENT</p> <ul style="list-style-type: none"> ◦ Cultural enrichment of school environments through curricular and extracurricular initiatives ◦ Closer ties between schools and communities ◦ Language upgrading for preschool-aged minority language children (e.g., francization, classes for parents) 	<ul style="list-style-type: none"> ◦ Proportion/number of schools providing learning enrichment initiatives ◦ Proportion/number of schools providing extracurricular activities (e.g., cultural and sport activities) ◦ Proportion/number of schools providing preschool language upgrading activities ◦ Proportion of preschool-aged children ready to enter the minority school system ◦ Number of school-community centres or other school/community partnerships
Postsecondary	
<p>ACCESS TO POSTSECONDARY EDUCATION</p> <ul style="list-style-type: none"> ◦ Maintenance, development and/or enrichment of postsecondary education programs in the minority language and educational resources ◦ Improved access for a wide range of student and adult clients to postsecondary programs (e.g., technologies, language upgrading, partnerships between institutions, financial incentives and bursaries) 	<ul style="list-style-type: none"> ◦ Graduation rate by program of study ◦ Enrolment rate for postsecondary programs ◦ Number of programs offered in the minority language ◦ Proportion/number of programs with enrichment activities ◦ Number of program enrichment activities and innovations (e.g., methods, technologies, partnerships)
Primary, secondary and postsecondary	
<p>SUPPORT FOR EDUCATIONAL STAFF AND RESEARCH</p> <ul style="list-style-type: none"> ◦ Development, provision and assessment of staff training (initial and continuous) and development programs adapted to the minority milieu ◦ Recruitment and retention of qualified and specialized staff ◦ Research with an impact on minority language education and dissemination of knowledge 	<ul style="list-style-type: none"> ◦ Proportion/number of postsecondary institutions providing initial training ◦ Graduation rate for students in teaching programs ◦ Proportion/number of continuous training and development programs and activities ◦ Proportion/number of schools providing continuous training and development activities for staff ◦ Vacancy and retention rates for teaching staff ◦ Number of research and knowledge dissemination activities

SCHEDULE 4

OUTCOMES DOMAINS	PERFORMANCE INDICATORS BASED ON TARGETS SET BY JURISDICTIONS
DEFINITIONS	EXAMPLES
SECOND LANGUAGE	
Primary and secondary	
STUDENT PARTICIPATION <ul style="list-style-type: none"> ◦ Recruitment and retention of students in second language education programs up to secondary school graduation 	<ul style="list-style-type: none"> ◦ Proportion of enrolled students ◦ Retention rate of students from one school level to the next
PROVISION OF PROGRAMS <ul style="list-style-type: none"> ◦ Maintenance, development, enrichment/or and evaluation of programs and innovative teaching approaches for second language learning 	<ul style="list-style-type: none"> ◦ Number of programs (core, intensive, immersion) ◦ Proportion/number of core, intensive and immersion programs with enrichment activities and innovations ◦ Number of learning enrichment activities and innovations (e.g., programs, innovative teaching approaches, methods, technologies)
STUDENT PERFORMANCE <ul style="list-style-type: none"> ◦ Acquisition of measurable second language skills by students 	<ul style="list-style-type: none"> ◦ Reference framework for assessing language skills ◦ Students' results compared with the desired language proficiency at the end of primary and secondary school (e.g., provincial tests) ◦ Proportion of students achieving the desired proficiency
ENRICHED SCHOOL ENVIRONMENT <ul style="list-style-type: none"> ◦ Enrichment of second language learning through curricular and extra-curricular initiatives 	<ul style="list-style-type: none"> ◦ Proportion/number of schools providing learning enrichment initiatives ◦ Proportion/number of schools providing extracurricular activities (e.g., cultural and sport activities) ◦ Number of interactions between language groups
Postsecondary	
ACCESS TO POSTSECONDARY EDUCATION <ul style="list-style-type: none"> ◦ Maintenance, development and/or enrichment of programs or provision of courses in the second language or supporting second language learning at the postsecondary level ◦ Improved access for a wide range of student and adult clients to second language postsecondary programs (e.g., technologies, language upgrading, partnerships between institutions, financial incentives and bursaries) 	<ul style="list-style-type: none"> ◦ Proportion of students enrolled in second language programs at the postsecondary level ◦ Number of postsecondary second language courses or programs ◦ Proportion/number of programs with enrichment activities and innovations ◦ Number of enrichment activities for postsecondary programs and innovations (e.g., methods, technologies)
Primary, secondary and postsecondary	
SUPPORT FOR EDUCATIONAL STAFF AND RESEARCH <ul style="list-style-type: none"> ◦ Development, provision and assessment of training (initial and continuous) and development programs for staff working in second language instruction ◦ Recruitment and retention of qualified staff ◦ Research with an impact on second language instruction and dissemination of knowledge 	<ul style="list-style-type: none"> ◦ Proportion/number of postsecondary institutions providing initial training ◦ Graduation rate for students in teaching programs ◦ Proportion/number of continuous training and development programs and activities ◦ Proportion/number of schools providing continuous training and development activities to staff ◦ Vacancy and retention rates for teaching staff ◦ Number of research and knowledge dissemination activities

MODELS
MODEL - ACTION PLAN - ANNUAL REPORT (EXPENDITURES AND IMPLEMENTATION STATUS) BIENNIAL REPORT ON OUTCOMES
NEW BRUNSWICK

LINGUISTIC OBJECTIVE [2 linguistic objectives]	Minority language / Second language
OUTCOMES DOMAIN [6 outcomes domains per linguistic objective]	Student participation; Provision of programs; Student performance; Enriched school environment; Access to postsecondary education; and Support for educational staff and research.

Action Plan		Biennial Report (End of Years 2 and 4)	
Performance indicator(s)	Performance target(s)	Progress	Explanation of variance
Examples Number of students enrolled in minority schools compared to desired number and % of progress.	Examples Increase by xx% the number of students enrolled in minority schools by 2012-13 compared to xxx students enrolled in 2008-09.		

Action Plan				Annual Report			
Planned Investments by Outcomes Domain				Actual Expenditures			
Years	Federal	New Brunswick	Total	Year(s)	Federal	New Brunswick	Total
2009-10							
2010-11							
2011-12							
2012-13							
Total							

Action Plan		Annual Report		
Planned initiatives	Total Planned Contributions by Initiative (annual or breakdown by year if amounts vary)	Total Actual Contributions	Implementation status (1, 2 or 3*)	Explication of variance
Initiative 1: (title and description) Initiative 2: (title and description)				

Legend for implementation status: 1 - Initiative completed or proceeding as planned 2 - Initiative delayed 3 - Implementation compromised
 * Explanation required if implementation status is at level 2 or 3.

Approved by: _____ (Authorized senior program officer)
 Approved by: _____ (Authorized financial officer)

Date: _____
 Date: _____

MODEL – INTERIM FINANCIAL STATEMENT
NEW BRUNSWICK

Action Plan				Planned and Actual Expenditures						
Planned Investments by Outcomes Domain					Federal		New Brunswick		Total	
Years	Federal	New Brunswick	Total	Year	Actual as of September 30	Planned as of March 31	Actual as of September 30	Planned as of March 31	Actual as of September 30	Planned as of March 31
2009-10										
2010-11										
2011-12										
2012-13										
Total										

Action Plan		Planned and Actual Expenditures		
Planned initiatives	Total Planned Contributions by Initiative (annual or breakdown by year if amounts vary)	Year	Total	
			Actual as of September 30	Planned as of March 31
Initiative 1: (title and description)				
Initiative 2: (title and description)				

Approved by: _____ (Authorized financial officer)

Date: _____