

**CANADA–BRITISH COLUMBIA AGREEMENT ON
MINORITY-LANGUAGE EDUCATION AND
SECOND OFFICIAL-LANGUAGE INSTRUCTION
2020–21 TO 2022–23**

THIS AGREEMENT was concluded in English and French on this 30th day of March 2021,

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

AND: HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA, represented by the Minister of Education of British Columbia, hereinafter called “British Columbia”,

Hereinafter referred to individually as a “Party” or collectively as the “Parties”.

WHEREAS English and French are the official languages of Canada, as recognized by the *Canadian Charter of Rights and Freedoms*, 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 (1) whose first language learned and still understood is the minority language of the province or territory in which they reside, or (2) who have received their primary education in Canada in the language that is the minority language of the province or territory in which they reside; or (3) whose children have received or are receiving primary or secondary education in Canada in the minority language of the province or territory where they reside, 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, in accordance with the *Official Languages Act*, Canada can undertake such measures, in particular, to encourage and assist British Columbia 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 provincial and territorial governments for minority-language education and second-language instruction from 2019–20 to 2022–23, hereinafter referred to as the “Protocol,” was concluded on February 26th, 2020;

WHEREAS British Columbia 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 British Columbia;

WHEREAS education is under the jurisdiction of the provinces and territories and British Columbia is responsible for establishing plans, determining the objectives, defining the contents, setting priorities and evaluating its programs in education, including programs in minority-language education and second-language instruction;

WHEREAS British Columbia, in the context of its jurisdiction over education, provides education in French in the province in accordance with section 23 of the *Canadian Charter of Rights and Freedoms*, and instruction in French as a second language;

WHEREAS British Columbia recognizes the importance of an education continuum in fostering the vitality of official-language minority communities;

WHEREAS the Parties wish to foster a dialogue and mutual understanding between the English- and French-speaking communities;

WHEREAS the Parties acknowledge the importance of learning French as a second language, and British Columbia, within its jurisdiction over education, agrees to foster this learning through the second official-language instruction programs it provides in British Columbia;

AND WHEREAS, in order to be further to and consistent with the Protocol, an Agreement between Canada and British Columbia must be established for 2019–20 to 2022–23 which sets out its actions pertaining to minority-language education and second-language instruction, while taking into account the respective responsibilities and common interests of the Parties;

THEREFORE, this Agreement confirms that the Parties hereto agree as follows:

1. DEFINITIONS

The following definitions apply to this Agreement.

“Action plan” refers to a provincial/territorial action plan based on the minority-language education and second-language instruction needs and priorities on which it focuses.

“Bilateral Agreement” or “bilateral Agreements” refers to any Agreement signed by the Parties, which determines the objectives, initiatives and areas of intervention described in an action plan that receives Canada’s financial support for minority-language education and second-language instruction, and set out the commitments, obligations and financial contributions of both Parties.

“Education” and “instruction”, unless otherwise specified, refer to the compulsory levels of the education system of the province. Although not compulsory, postsecondary is also included.

“Fiscal year” and “fiscal years” refer to the period beginning April 1st of a calendar year and ending March 31st of the following calendar year.

“Incurred expenditures” refers to all accounting operations related to the activities at the time they take place. Expenditures are presented in the interim financial reports and annual reports for the fiscal years to which the activities relate, regardless of when funds are deposited or withdrawn.

“Key stakeholders” refer to stakeholders who play a key role in minority-language education and second-language instruction, including representatives of minority school boards, school boards offering programs in second-language instruction and postsecondary institutions.

“Minority-language”, “second official-language” and “second-language” refer to the two official languages of Canada: English and French. In the context of British Columbia, minority-language refers to French, and second-language refers to French.

“Preschool” refers to the levels of education that precede compulsory education under the responsibility of the Ministry of Education of British Columbia, but does not create any additional obligations for British Columbia.

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.

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

“Strategic framework” refers to a general framework describing, for each linguistic objective, the areas of intervention for which Canada’s support will be provided for the provincial/territorial governments’ action plans developed in the context of the bilateral Agreements.

2. PURPOSE OF THE AGREEMENT

- 2.1 The purpose of this Agreement is to establish a new cooperation framework between the Parties on minority-language education and second-language instruction for fiscal years 2019–20 to 2022–23. The linguistic objectives for which Canada provides British Columbia with a financial contribution are set out as follows:
 - 2.1.1 To help provide members of the French-language minority in British Columbia with the opportunity to be educated in their own language and to experience cultural enrichment associated with that community;
 - 2.1.2 To help provide English-majority learners in British Columbia with the opportunity to learn French as a second language and in so doing benefit from cultural enrichment.
- 2.2 Subject to the provisions of this Agreement, Canada is prepared to contribute to part of the additional costs that British Columbia must assume to implement the initiatives included in the multi-year action plan described in Schedule 3 of this Agreement.
- 2.3 Further to the linguistic objectives set out in subsection 2.1 and the strategic framework described in Schedule 4 of this Agreement, Canada's support for British Columbia is based on six areas of intervention for each linguistic objective: learner participation, provision of programs, academic achievement of learners, enriched learning environments, support for educational staff, and research. The areas of intervention that British Columbia chooses to focus on for each linguistic objective may include all or part of these areas.
- 2.4 The Parties may also fund, in addition to the initiatives of the action plan (Schedule 3), initiatives that address emerging priorities as part of this Agreement, as described in subsection 4.8 of this Agreement. The terms and conditions governing these projects or initiatives shall be subject to prior arrangements between the Parties.
- 2.5 In the interests of increasing interprovincial/territorial cooperation and encouraging optimum use of resources, the Parties recognize the importance of undertaking projects or initiatives of an interprovincial/territorial or pan-Canadian scope. For this purpose, the Parties agree that these may be coordinated by the Council of Ministers of Education, Canada (CMEC), by British Columbia, or by other provinces and territories. The terms and conditions governing these projects or initiatives shall be subject to prior arrangements between Canada, British Columbia and/or the CMEC.

3. DURATION

- 3.1 This Agreement will take effect when the Parties have signed this Agreement and will cease, subject to its termination on a prior date, one year (365 days) after the expiration of the activity period as indicated in subsection 3.2 of this Agreement.
- 3.2 Subject to termination, this Agreement covers the activities described in Schedule 3 of this Agreement for the period commencing on April 1st, 2020, and ending on March 31st, 2023. Unless otherwise pre-authorized by Canada, only goods and services rendered within this time period shall be considered for funding as eligible expenditures.
- 3.3 All the obligations of the Parties shall, expressly or by their nature, survive termination or expiry of this Agreement, until and unless they are fulfilled or by their nature expire.

4. MAXIMUM AMOUNT OF CANADA'S FINANCIAL CONTRIBUTION

- 4.1 Subject to all terms and conditions indicated in this Agreement being met, Canada agrees to contribute to the eligible expenditures incurred by British Columbia for the purposes described in section 2 of this Agreement. Canada's total financial contribution shall be the lesser of forty-eight million three hundred and thirteen thousand two hundred and fifty-four dollars (\$48,313,254) or the amount of 50 percent of the total eligible expenditures incurred during the term of this Agreement.

- 4.2 Solely for the 2020–21 to 2022–23 period, and subject to all terms and conditions indicated in this Agreement being met, Canada agrees to make available to British Columbia an additional contribution totalling the lesser of four million two hundred and thirteen thousand eight hundred and fifteen dollars (\$4,213,815) or 50 percent of the total eligible expenditures incurred during the term of this Agreement to increase support for minority-language education.
- 4.3 Payment of the additional contribution described in subsection 4.2 of this Agreement does not result in any adjustment to the funding provided for within the budgetary limits described in subsection 4.1.
- 4.4 In the event that Canada provides an increase in federal funding as provided for in subsection 4.1 for minority-language education or second-language instruction during the term of this Agreement, the Agreement may be amended accordingly. In the interest of transparency, Canada shall advise the provincial and territorial governments of the breakdown of additional funds paid.

4.5 Breakdown of the Maximum Amount

- 4.5.1 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 British Columbia for the implementation of the measures described in its action plan (Schedule 3):

Fiscal Year	Minority Language	Second Language	Total
2020–21	\$6,036,572	\$10,067,846	\$16,104,418
2021–22	\$6,036,572	\$10,067,846	\$16,104,418
2022–23	\$6,036,572	\$10,067,846	\$16,104,418
Total	\$18,109,716	\$30,203,538	\$48,313,254

- 4.5.2 Subject to subsection 4.2 of this Agreement and from within Canada’s financial contribution described therein, Canada shall make the following additional contributions to British Columbia annually to increase support for minority-language education:

Fiscal Year	Minority Language	Total
2020–21	\$1,488,605	\$1,488,605
2021–22	\$1,362,605	\$1,362,605
2022–23	\$1,362,605	\$1,362,605
Total	\$4,213,815	\$4,213,815

- 4.5.3 Canada’s financial contribution for fiscal year 2020–21, as described in paragraph 5.5.2, includes its portion of the additional contribution to British Columbia for fiscal year 2019–20, which was carried over to the next fiscal year due to the unforeseen and exceptional circumstances of the COVID-19 pandemic, for the implementation of its action plan (Schedule 3).
- 4.6 Canada’s financial contribution described in paragraphs 4.5.1 and 4.5.2 are conditional on British Columbia providing, for each area of intervention and each linguistic objective, a financial contribution equivalent to or greater than that of Canada for the implementation of its action plan (Schedule 3).
- 4.7 Subject to the appropriation of funds by the Legislative Assembly of British Columbia and the maintenance of current and forecasted budgetary levels for the Ministry of Education, British Columbia shall contribute to the eligible expenditures incurred under the terms of its action plan (Schedule 3) for the period covered by this Agreement.

4.8 Complementary Contributions

- 4.8.1 Canada reserves the right to approve complementary contributions in addition to the amounts described in subsections 4.1 and 4.2 of this Agreement for the duration of this Agreement. For the purposes of this Agreement, the complementary contributions include the funding available to provincial and territorial governments, in particular for:
- 4.8.1.1 one-time and non-recurring projects in minority-language education or second-language instruction through the Complementary Fund under the Development of Official-Language Communities Program;
 - 4.8.1.2 projects targeting a recruitment and retention strategy for teachers in minority French-language schools and for teachers in immersion and French second-language programs;
 - 4.8.1.3 infrastructure projects related to schools or postsecondary institutions.
- 4.8.2 Unless otherwise specified, any complementary contributions from Canada are conditional on British Columbia making a financial contribution equivalent to or greater than that of Canada during the project period in question.
- 4.8.3 Canada agrees to honour multi-year commitments made for specific projects with British Columbia during the term of this Agreement but expiring after the years covered by this Agreement. The payment terms described in this Agreement will continue to apply unless the Parties mutually agree to amend them in the subsequent bilateral Agreement with British Columbia. Any payment for these projects shall be conditional on a bilateral Agreement with British Columbia being in place, covering the period targeted by the payment.
- 4.8.4 Canada agrees to honour the multi-year commitments contracted under specific Agreements with British Columbia before 2019–20 that shall 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 2020–21 to 2022–23 period. These contributions shall be made in addition to Canada's financial contribution provided for in subsections 4.1 and 4.2 of this Agreement. The terms of payment described in the *Canada–British Columbia Agreement on Minority-Language Education and Second Official-Language Instruction 2018–19* and the *Canada–British Columbia Agreement on Minority-Language Education and Second Official-Language Instruction 2019–20* shall continue to apply unless both Parties mutually agree to amend or terminate them.
- 4.8.5 The provision of complementary contributions as described in subsection 4.8 shall not result in any adjustment to the funding provided for and within the budgets described in subsections 4.1 and 4.2 of this Agreement.
- 4.8.6 In the interest of transparency, Canada shall provide British Columbia annually with the breakdown of the amounts paid and information about complementary contributions made to provincial and territorial governments for the duration of this Agreement.

5. BRITISH COLUMBIA'S ACTION PLAN – 2020–21 to 2022–23

- 5.1 For the purposes of this Agreement, British Columbia agrees to provide a multi-year action plan for each linguistic objective, in accordance with the objectives described in section 2 of this Agreement. British Columbia's action plan (Schedule 3) is preceded by a preamble. The preamble is an integral part of Schedule 3.
- 5.2 The preamble describes British Columbia's specific context by providing the following information:
- 5.2.1 a report on the status of British Columbia's minority-language education programs and second-language instruction programs, a summary description of advancements made under the previous Agreement, an overview of the key challenges for this Agreement and the initiatives proposed to address them, including the priorities identified by the key stakeholders;
 - 5.2.2 a description of the consultations held with key stakeholders for the development of the action plan and the consultation process that shall be established for the implementation of the action plan.

- 5.3 The action plan provides, for each linguistic objective, and for the duration of this Agreement, a table presenting the following information:
- 5.3.1 at least one performance indicator and one target for each area of intervention funded, baseline (reference) data for the performance indicators and targets, as well as a timeline for achieving those targets;
 - 5.3.2 a description of the initiatives for each area of intervention funded, by education level (preschool, elementary and secondary, postsecondary), to achieve the targets;
 - 5.3.3 for each area of intervention funded and by fiscal year, Canada's and British Columbia's contributions with respect to the anticipated eligible expenditures; and
 - 5.3.4 for each initiative and by fiscal year, the total contributions and Canada's financial contribution with respect to the anticipated eligible expenditures and, where applicable, the share of Canada's funding to be paid to key stakeholders.
- 5.4 British Columbia develops and submits its action plan (Schedule 3) in the manner British Columbia deems to be most appropriate to its particular circumstances. If there is a need, in Canada's opinion, to clarify and determine the relevance of the information provided, British Columbia agrees to hold discussions with Canada.
- 5.5 British Columbia may, with Canada's prior Agreement, make annual adjustments to its action plan (Schedule 3) in accordance with the terms and conditions in this Agreement.

6. COMPLEMENTARY PROJECTS

- 6.1 Complementary projects approved by Canada shall constitute an addendum to the multi-year action plan (Schedule 3) and shall form an integral part thereof.
- 6.2 Each addendum shall include a preamble, the intended areas of intervention, targets, performance indicators and a description of the initiatives to achieve the targets. Canada's and British Columbia's contributions shall be broken down as described in subsection 4.3 of this Agreement.
- 6.3 Each complementary project shall identify the targets of the action plan (Schedule 3) to which the complementary project contributes or new performance indicators and new targets specific to the project.

7. COORDINATION

- 7.1 The representatives of Canada and British Columbia agree to hold a bilateral meeting prior to the end of each fiscal year covered by this Agreement, or at another time mutually agreed upon, to discuss the implementation of the action plan (Schedule 3).

8. NOTICE

- 8.1 Any notice, request, information or any other document required under this Agreement shall be deemed given if it is delivered or sent by email or mail. Any notice delivered in person shall be deemed to have been received upon delivery; any notice sent by email shall be deemed to have been received one (1) 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.
- 8.2 All notices shall be sent to the following addresses:

To British Columbia:

Office of the Deputy Minister
 Ministry of Education
 PO Box 9170
 STN PROV GOVT
 Victoria, British Columbia
 V8W 9H3

To Canada:

Official Languages Branch
 Department of Canadian Heritage
 15 Eddy Street, 7th Floor
 Gatineau, Quebec
 K1A 0M5

9. CONTENT OF THE AGREEMENT

9.1 This Agreement, including the following schedules that form an integral part of it and subsequent formal 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 Parties acknowledge having read this Agreement and agree with its content.

SCHEDULE 1 – General Terms and Conditions

SCHEDULE 2 – General Terms and Conditions – Infrastructure Projects

SCHEDULE 3 – British Columbia Action Plan – 2020–21 to 2022–23

SCHEDULE 4 – Strategic Framework – 2020–21 to 2022–23

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

ON BEHALF OF CANADA

ON BEHALF OF BRITISH COLUMBIA



The Honourable Mélanie Joly
Minister of Official Languages

The Honourable Jennifer Whiteside
Minister of Education

Witness

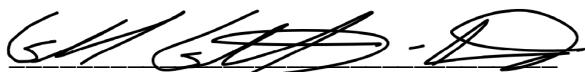
Witness

Guillaume Guitard-Lortie

Sheila Purdy

Name in block letters

Name in block letters



Signature

Signature

GENERAL TERMS AND CONDITIONS

1. TERMS OF PAYMENT

1.1 Action Plan

Canada's annual contributions to British Columbia's action plan (Schedule 3) referred to in paragraphs 4.5.1 and 4.5.2 of this Agreement shall be made as follows:

First payments

- 1.1.1 for the first fiscal year (2020–21) of this Agreement, a first payment representing eighty percent (80%) of Canada's financial contribution shall be made after the signing of this Agreement and provided that the requirements for previous payments related to the action plan of the *Canada–British Columbia Agreement on Minority-Language Education and Second Official-Language Instruction 2018–2019* and the *Canada–British Columbia Agreement on Minority-Language Education and Second Official-Language Instruction 2019–2020* have been met;
- 1.1.2 for each subsequent fiscal year, a first payment representing eighty percent (80%) of Canada's financial contribution shall be made following the production, if necessary, of an updated action plan (Schedule 3) and provided that the requirements for previous payments have been met;

Second and final payments

- 1.1.3 for the first fiscal year (2020–21) of this Agreement, a second and final payment, not exceeding the balance of Canada's financial contribution, shall be made following the production of an annual report for the fiscal year in question;
- 1.1.4 for the second fiscal year (2021–22) of this Agreement, a second and final payment, not exceeding the balance of Canada's financial contribution, shall be made following the production of:
 - 1.1.4.1 an annual report for the fiscal year in question; and
 - 1.1.4.2 a periodic report covering fiscal years 2019–20 and 2020–21;
- 1.1.5 for the third fiscal year (2022–23) of this Agreement, a second and final payment, not exceeding the balance of Canada's financial contribution, shall be made following the production of an annual report for the fiscal year in question;
 - 1.1.5.1 an annual report for the fiscal year in question; and
 - 1.1.5.2 a periodic report covering fiscal years 2021–22 and 2022–23.

1.2 Complementary Projects

Canada's financial contribution to British Columbia for infrastructure projects funded under this Agreement shall be made in accordance with the administrative procedures set out in Schedule 2 of this Agreement. Canada's complementary contributions to British Columbia for projects funded under the provisions of subsection 4.8 of this Agreement shall be made as follows:

1.2.1 For One-Year Projects

- 1.2.1.1 a first payment representing eighty percent (80%) of Canada's financial contribution for the fiscal year in question shall be made after the project receives Canada's approval;
- 1.2.1.2 a second and final payment, not exceeding the balance of Canada's financial contribution, shall be made following the production of an annual report for the fiscal year in question.

1.2.2 For Multi-Year Projects

First payments

- 1.2.2.1 a first payment representing eighty percent (80%) of Canada’s financial contribution shall be made after the project is approved by Canada;
- 1.2.2.2 for subsequent fiscal years, a first payment representing eighty percent (80%) of Canada’s financial contribution shall be made following the production, if necessary, of an updated addendum to the action plan (Schedule 3) and provided that the requirements for previous payments have been met;

Second and final payments

- 1.2.2.3 for each fiscal year, a second and final payment not exceeding the balance of Canada’s financial contribution for that fiscal year shall be made following the production of an annual report for the fiscal year in question.
- 1.3 The first payments made by Canada to British Columbia as part of this Agreement shall be made within approximately ninety (90) working days following acceptance by Canada of the documents referred to in section 1 of this Schedule.
- 1.4 Except for the first payments, all payments made by Canada to British Columbia as part of this Agreement shall be made approximately thirty (30) working days following acceptance by Canada of the documents referred to in section 1 of this Schedule.

2. FINANCIAL STATEMENTS AND REPORTS

- 2.1 The Parties 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. Reporting under this Agreement is guided by the principles of transparency, consistency, accuracy, timeliness and clarity.
- 2.2 Reports made by British Columbia shall be in accordance with the terms of this Agreement and with provincial legislation and policies, including those related to the protection of privacy and access to information.
- 2.3 Reports shall be certified by a person duly authorized by British Columbia.
- 2.4 British Columbia shall provide the annual and periodic reports in the manner it deems most appropriate in its particular circumstances. If, once the information has been submitted, Canada believes that there is a need to clarify and determine the relevance of the information presented in the financial statements and reports, British Columbia agrees to hold discussions with Canada to ensure compliance with the terms of the Agreement. British Columbia shall update the relevant documents, if necessary.
- 2.5 For each reference period, the financial statements in the annual reports shall separately present the budget established in the province’s action plan (Schedule 3), and all expenditures incurred by British Columbia, including those incurred since the effective date of this Agreement, that is, April 1st, 2020. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- 2.6 British Columbia shall keep accounts and documents up to date and in due form on all receipts and expenditures related to this Agreement in accordance with the laws, regulations, policies and directives applicable to British Columbia.
- 2.7 British Columbia shall also provide Canada, before March 31st of each fiscal year, with confirmation that the anticipated expenditures for the current fiscal year, for the action plan (Schedule 3) and complementary projects, have in fact been incurred in accordance with the terms of this Agreement. The attestation form, to be provided by Canada, shall be signed by a person duly authorized by British Columbia.

2.8 Annual Reports

- 2.8.1 Annual reports comprise, for each linguistic objective, the following elements:
 - 2.8.1.1 a final financial statement of contributions and actual expenditures based on the budget anticipated in the action plan (Schedule 3) for the fiscal year in question, by area of intervention and by initiative;
 - 2.8.1.2 the status of implementation of the action plan initiatives (Schedule 3), including an explanation of any changes to the planned activities, schedule or budget; and
 - 2.8.1.3 an indication of the exchanges undertaken with the key stakeholders on the implementation of the action plan (Schedule 3).
- 2.8.2 For the purposes of paragraph 2.8.1 of this Schedule, British Columbia may use the following legend for implementation status:
 - 2.8.2.1 “1” for an initiative completed or under way according to the planned activities, schedule and budget;
 - 2.8.2.2 “2”, with an explanatory note, for a delayed initiative or an initiative that has undergone significant revision in the planned activities, schedule or budget for the fiscal year in question;
 - 2.8.2.3 “3”, with an explanatory note, for an initiative that is no longer being considered as part of the action plan (Schedule 3).
- 2.8.3 British Columbia shall submit its annual reports to Canada on or about September 30th following the fiscal year in question.

2.9 Periodic Reports

- 2.9.1 Periodic reports, produced at the end of fiscal year 2020–21 and fiscal year 2022–23, contain, for each linguistic objective, the following elements:
 - 2.9.1.1 a statement of the progress made on the basis of indicators, targets and timelines identified in the action plan (Schedule 3) and in complementary projects, where applicable, including an explanation of any significant variations in the pace of anticipated progress in achieving the targets set by British Columbia; and
 - 2.9.1.2 the main activities carried out under each of the initiatives, demonstrating their impact on the targets and the targeted areas of intervention.
- 2.9.2 British Columbia shall provide information based on data available at the time of preparation of the periodic report.
- 2.9.3 British Columbia shall submit its periodic reports to Canada on or about September 30th following the last fiscal year in question.

3. REDUCTION/TERMINATION OF THIS AGREEMENT

- 3.1 Notwithstanding Canada’s obligation to make any payment made under this Agreement, this obligation is subject to the appropriation of funds by the Parliament of Canada and to the maintenance of current and forecasted budget levels for the Development of Official-Language Communities and the Enhancement of Official Languages programs.
- 3.2 In the event of a reduction or termination of the funding of these programs as evidenced by any appropriation act or the federal Crown’s main and supplementary estimates expenditures, Canada may, upon giving British Columbia written notice of ninety (90) days, reduce the funding or terminate this Agreement. Subject to the terms and conditions of this Agreement, in the event that funding is terminated under these programs, Canada shall reimburse British Columbia for any eligible costs incurred up to the end date of that notice period. Notwithstanding any other section under this Agreement, the financial obligations of Canada shall cease at the end of the notice period.

4. ELIGIBLE EXPENDITURES

- 4.1 For the purposes of this Agreement, eligible expenditures for each initiative described in the action plan (Schedule 3) may include, among others, salaries and benefits, professional fees, administrative costs, expenditures related to the purchase or rental of essential supplies and equipment, the purchase and production of educational materials, as well as training.
- 4.2 British Columbia may also allocate funds to the Explore, Destination Clic and Odyssey programs of the CMEC, through Canada's financial contribution received under subsections 4.1 and 4.2 of this Agreement for the same linguistic objective. Where applicable, British Columbia shall reflect this funding in its action plan (Schedule 3).
- 4.3 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.
- 4.4 The Parties agree that, in general, the expenditures related to Canada's financial contribution shall be incurred from April 1st to March 31st of the fiscal year in question. Canada agrees that the period during which expenditures may be charged against the contributions for a given fiscal year may be extended to June 30th, in order to coincide with the school year. In that case, British Columbia shall undertake to ensure that the expenditures it reports in the financial statements submitted to Canada for expenditures incurred between April 1st and June 30th, and charged to the previous fiscal year, are not reported in the following fiscal year.

5. NON-ELIGIBLE EXPENDITURES

- 5.1 For the purposes of this Agreement, activities with an international scope, such as travel costs, shall not be considered as eligible expenditures for Canada's or British Columbia's contributions, with the exception of activities related to the recruitment of teachers for minority French-language schools and for French second-language programs.

6. AVAILABILITY OF MATERIAL

- 6.1 British Columbia shall 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, British Columbia may catalogue this material and make it available to the public. All the costs of providing such documents shall be calculated in light of Canada's financial contribution. 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.

7. TRANSFERS

7.1 Transfers Within the Multi-Year Action Plan

- 7.1.1 For each fiscal year covered, and subject to the provisions set out in paragraphs 4.5.1 and 4.5.2 of this Agreement, British Columbia may transfer a portion of the funds provided for in the multi-year action plan (Schedule 3) as follows:
 - 7.1.1.1 British Columbia may, at its discretion, transfer a portion of the funds between the areas of intervention under the same linguistic objective, but Canada must be informed.
 - 7.1.1.2 The Parties may agree in writing, no later than February 15th of the fiscal year in question, to transfer a portion of the funds between the linguistic objectives.
- 7.1.2 Notwithstanding paragraph 7.1.1 of this Schedule, British Columbia agrees not to make any transfers between the funds provided for in paragraph 4.5.2 of this Agreement for programs in minority-language education and the funds provided for in paragraph 4.5.1 of this Agreement for programs in second-language instruction.
- 7.1.3 British Columbia recognizes the importance of respecting, for the duration of this Agreement, the overall distribution of funding between the linguistic objectives provided in paragraphs 4.5.1 and 4.5.2 of this Agreement.

7.2 Transfers Between the Multi-Year Action Plan and Complementary Projects

- 7.2.1 British Columbia agrees to make no transfer between the funding provided in subsection 4.5 of this Agreement for the multi-year action plan and the complementary contributions provided by Canada as part of the provisions of subsection 4.8 of this Agreement.
- 7.2.2 British Columbia agrees to make no transfer between the action plans funded through the complementary contributions referred to in subsection 4.8 of this Agreement.

8. OVERPAYMENT

- 8.1 The Parties agree that, if payments made to British Columbia exceed the amounts to which British Columbia is entitled, the overpayment shall be returned to Canada, failing which Canada may reduce its future contributions to British Columbia by an equivalent amount.
- 8.2 Where any amount owing to Canada has not been repaid or reimbursed under this Agreement, an amount equal to the amount due may be retained by way of deduction from or set-off against any sum of money that may be due or payable to British Columbia under other instruments executed between the Parties.

9. FINANCIAL AUDITS

- 9.1 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 British Columbia agree that it would be conducted by the Auditor General of British Columbia.

10. APPLICABLE LEGISLATION

- 10.1 This Agreement shall be governed by and interpreted in accordance with the legislation and regulations applicable in British Columbia.

11. LIABILITY OF CANADA AND BRITISH COLUMBIA

- 11.1 Neither of the Parties shall be liable for any injury, including death, or for any loss or damage to the property of the other Party or anyone else, that occurs through the implementation of this Agreement by British Columbia unless such injury, loss or damage is caused by the negligence, wilful misconduct or bad faith of one of the Parties, their minister, or their employees, officers or agents.
- 11.2 Canada disclaims itself from any liability in the event that British Columbia concludes a loan, rent-to-own contract or other long-term contract as part of the initiatives funded under this Agreement's action plan (Schedule 3).

12. INDEMNIFICATION

- 12.1 British Columbia 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 British Columbia or its employees, officers or agents in carrying out the activities described in this Agreement.

13. DEFAULT AND RECOURSE

13.1 The following situations constitute a default:

13.1.1 British Columbia, directly or through its representatives, makes or made, other than in good faith, a false declaration or a misrepresentation to Canada; or

13.1.2 One of the conditions or commitments included in this Agreement has not been fulfilled; or

13.1.3 Canada suspends or withholds for no legitimate reason payments of its financial contribution with respect to amounts already owing or future payments; or

13.1.4 British Columbia suspends or withholds for no legitimate reason payments of its financial contribution with respect to amounts already owing or future payments.

13.2 In the event of a default committed by British Columbia, if Canada determines that British Columbia's default is capable of cure and that a delay for these purposes is appropriate, Canada reserves the right to send a written notice of default to British Columbia specifying a cure period of no fewer than ninety (90) days from the date of British Columbia's deemed receipt of the notice, requiring that British Columbia provide Canada with proof of the cure within that delay. British Columbia's proof that the default is cured shall be to Canada's satisfaction.

13.3 If British Columbia does not act accordingly to the notice of default, Canada may avail itself of the following remedies:

13.3.1 Reduce Canada's financial contribution to British Columbia and notify British Columbia of the reduced amount of the contribution;

13.3.2 Suspend the payment of any amount in respect of Canada's financial contribution, regardless of whether the amount is owing prior to or after the date of such suspension or future payments and inform British Columbia accordingly; and

13.3.3 Terminate this Agreement by means of a written notice of termination given to British Columbia after the delay provided in the notice of default has expired and the default has not been remedied to Canada's satisfaction. The notice of termination may include reimbursement of all or part of Canada's financial contribution as debt owing to Canada and will terminate any financial obligation of Canada to continue to contribute funding to the Project under this Agreement.

13.4 In the event of a default committed by Canada, if British Columbia determines that Canada's default is capable of cure and that a delay for these purposes is appropriate, British Columbia reserves the right to send a written notice of default to Canada specifying a cure period of no fewer than ninety (90) days from the date of Canada's deemed receipt of the notice, requiring that Canada provide British Columbia with proof of the cure within that delay. Canada's proof that the default is cured shall be to British Columbia's satisfaction.

13.5 If Canada does not act accordingly to the notice of default, British Columbia may avail itself of the following remedies:

13.5.1 Suspend some activities provided for in Schedule 1 of this Agreement and inform Canada accordingly; and

13.5.2 Terminate this Agreement by means of a written notice of termination given to Canada after the delay provided in the notice of default has expired and the default has not been cured to British Columbia's satisfaction

13.6 The fact that one of the Parties refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered as 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.

14. DISPUTE RESOLUTION

14.1 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 give good faith consideration to using an alternate method to resolve the dispute.

15. EVALUATION

15.1 British Columbia is responsible for the evaluation of the education programs and initiatives under its jurisdiction, including its action plan (Schedule 3). British Columbia shall share with Canada the results of those evaluations.

15.2 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 agrees to consult British Columbia on any future evaluation of its programs and to seek its opinion on such evaluations. Canada shall share with British Columbia the results of those evaluations.

16. ASSIGNMENT

16.1 This Agreement, and any benefit thereunder, may not be assigned without prior written approval from Canada.

17. AMENDMENTS

17.1 The Parties may, with mutual written consent, amend this Agreement. To be valid, any amendment to this Agreement shall be in writing and shall be signed by the Parties hereto or by their duly authorized representatives, while this Agreement is in effect.

18. PUBLIC INFORMATION

18.1 The Parties agree that once signed, this Agreement, including the action plan (Schedule 3), the related reports, evaluations, audits and other reviews regarding this agreement, may be made available to the public by any Party.

18.2 The Parties agree that communications and publications intended for the public regarding this Agreement shall be available in both official languages.

19. PUBLIC ACKNOWLEDGEMENT OF CANADA'S FINANCIAL CONTRIBUTION

19.1 Any announcement of the approved funding as well as subsequent public communications on this Agreement shall be agreed to by both Parties.

19.2 British Columbia agrees to recognize Canada's participation when conducting publicity for all programs for which financial assistance was provided by Canada. For the purposes of this Agreement, publicity includes, without being limited to, speeches, news releases, public announcements, websites and provincial departmental and agency reports. This acknowledgement could include a mention of the *Action Plan for Official Languages 2018–2023: Investing in Our Future*, wherever appropriate.

19.3 British Columbia shall take all reasonable measures to ensure that any other recipient of a financial contribution from Canada, namely, schools, school boards and postsecondary institutions, agrees to mention Canada's financial contribution and the *Action Plan for Official Languages 2018–2023: Investing in Our Future*, wherever appropriate, in any publicity relating to the programs for which Canada has made a financial contribution.

20. CONSULTATION

20.1 The Parties recognize the importance of collaboration with stakeholders who play a key role in minority-language education and second-language instruction. British Columbia determines its appropriate consultation process.

20.2 British Columbia shall regularly consult with these stakeholders to discuss the implementation of the bilateral Agreement and any changes that may be made to it, for instance, transfers of funding or the replacement of one initiative with another.

20.3 Canada shall inform British Columbia of any formal consultations with key stakeholders directly related to initiatives funded under this Agreement and share with British Columbia the information obtained, in a timely manner.

GENERAL TERMS AND CONDITIONS – INFRASTRUCTURE PROJECTS

1. PURPOSE OF THE SCHEDULE

- 1.1 In accordance with the provisions of this Agreement, Canada may contribute financially to infrastructure projects through the action plan (Schedule 3) or as a complementary project. The Parties agree that the funding of these projects shall be subject to the provisions of this Agreement and to the terms and conditions described in this Schedule.
- 1.2 The provisions set out in Schedule 1 of this Agreement, not mentioned in this Schedule, also govern infrastructure projects.

2. ELIGIBLE EXPENDITURES

- 2.1 For the purposes of this Agreement, infrastructure project expenditures may include, among others, expenditures regarding the preparation of construction plans and blueprints, environmental assessments, site development, professional fees, construction, renovation, and acquisition of essential furniture and equipment.
- 2.2 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, except perishables.
- 2.3 For infrastructure projects relating to the elementary and secondary levels, Canada’s participation is conditional on British Columbia demonstrating that the spaces funded by Canada are over and above existing school standards, as applicable, for each space concerned.

3. NON-ELIGIBLE EXPENDITURES

- 3.1 For the purposes of this Agreement, feasibility studies as well as land acquisition and development shall not be considered as eligible expenditures for Canada’s financial contribution.

4. PROJECT DESCRIPTION

- 4.1 For Canada’s approval of a financial contribution for an infrastructure project under this Agreement, British Columbia shall provide a detailed description for each infrastructure project containing the following information:
 - 4.1.1 a preamble briefly describing the current situation;
 - 4.1.2 the areas of intervention, targets and indicators covered by the project;
 - 4.1.3 the project phases, type and scope;
 - 4.1.4 the planned school, community and shared spaces; and
 - 4.1.5 a summary of the budget items and anticipated investments.
- 4.2 The project shall be submitted to Canada by a person duly authorized by British Columbia.

5. PAYMENT TERMS AND CONDITIONS

Canada's financial contribution to British Columbia for infrastructure projects shall be made as follows:

5.1 For One-Year Projects

- 5.1.1 a first payment representing half (50%) of Canada's financial contribution for the fiscal year in question shall be made following approval of the project by Canada and the environmental assessment, if applicable, or the document indicating that an environmental assessment is not required;
- 5.1.2 a second payment representing thirty percent (30%) of Canada's financial contribution for the fiscal year in question shall be made following the production of an interim financial statement for the fiscal year in question and, if necessary, an update on the project;
- 5.1.3 the third and final payment, not exceeding the balance of Canada's financial contribution, shall be made following the production of:
 - 5.1.3.1 a final activity report for the fiscal year in question;
 - 5.1.3.2 a final financial statement for the fiscal year in question; and
 - 5.1.3.3 where applicable, confirmation of environmental mitigation measures.

5.2 For Multi-Year Projects

First payments

- 5.2.1 for the first fiscal year, a first payment representing half (50%) of Canada's financial contribution for the fiscal year in question shall be made following approval of the project by Canada and the environmental assessment, if applicable, or the document indicating that an environmental assessment is not required;
- 5.2.2 for subsequent fiscal years, a first payment representing half (50%) of Canada's financial contribution shall be made following the production, if necessary, of an update on the project and provided that the requirements for previous payments have been met;

Second payments

- 5.2.3 for the first fiscal year, a second and final payment, not exceeding the balance of Canada's financial contribution for that fiscal year, shall be made following the production of:
 - 5.2.3.1 an interim financial statement for the fiscal year in question; and
 - 5.2.3.2 a work progress report for the fiscal year in question;
- 5.2.4 for each subsequent fiscal year excluding the final fiscal year, a second and final payment, not exceeding the balance of Canada's financial contribution for that fiscal year, shall be made following the production of:
 - 5.2.4.1 a final financial statement for the previous fiscal year;
 - 5.2.4.2 an interim financial statement for the fiscal year in question; and
 - 5.2.4.3 a work progress report for the fiscal year in question;

- 5.2.5 for the final fiscal year, a second payment representing thirty percent (30%) of Canada's financial contribution for the fiscal year in question shall be made following the production of:
- 5.2.5.1 a final financial statement for the previous fiscal year;
 - 5.2.5.2 an interim financial statement for the fiscal year in question; and
 - 5.2.5.3 a work progress report for the fiscal year in question;

Third and final payment (final fiscal year)

- 5.2.6 for the final fiscal year, a third and final payment, not exceeding the balance of Canada's financial contribution, shall be made following the production of:
- 5.2.6.1 a final activity report for the fiscal year in question;
 - 5.2.6.2 a final financial statement for the fiscal year in question; and
 - 5.2.6.3 where applicable, confirmation of environmental mitigation measures.
- 5.3 Notwithstanding the terms and conditions set out in subsections 5.1 and 5.2 of this Schedule, if the second payment is the final payment of Canada's financial contribution, such payment shall be withheld until Canada obtains the final financial statement for the current fiscal year. The conditions and reports for subsequent years must be provided in accordance with the requirements of the years in question.

5.4 For Projects Funded Through the Multi-Year Action Plan (Schedule 3)

- 5.4.1 The terms and conditions of payment for the multi-year action plan in paragraph 1.1.1 of Schedule 1 shall apply to infrastructure projects funded through the multi-year action plan.
- 5.4.2 Before making the first annual payments:
- 5.4.2.1 each of these projects must be approved by Canada; and
 - 5.4.2.2 the requirements for environmental assessments must be respected.
- 5.4.3 Annual reports submitted under paragraph 1.1.1 of Schedule 1 shall be accompanied by actual expenditures for each of the projects covered by this Paragraph.

6. FINANCIAL STATEMENTS AND REPORTS

6.1 Interim Financial Statements

- 6.1.1 Interim financial statements separately present the budget established for the fiscal year in question, the actual expenditures incurred from April 1st to September 30th of the current fiscal year, and the anticipated expenditures from October 1st to March 31st of the current fiscal year, in connection with federal and provincial contributions for the fiscal year in question.
- 6.1.2 British Columbia shall provide Canada with the interim financial statements on or about September 30th of the current fiscal year.

6.2 Final Financial Statements

- 6.2.1 Final financial statements separately present the budget established for the fiscal year in question, the federal and provincial contributions and the actual expenditures incurred by British Columbia.
- 6.2.2 The final financial statement for the final fiscal year in question also separately presents the total budget for each category of expenditures funded, provincial and federal contributions, and all actual expenditures incurred by the province for the duration of the project.
- 6.2.3 British Columbia shall provide Canada with the final financial statements on or about September 30th of the current fiscal year.

6.3 Work Progress Reports

- 6.3.1 Work progress reports provide an update on how far work has advanced and an explanation of any deviations from the planned implementation schedule.
- 6.3.2 Work progress reports are not required for one-year projects or for the final fiscal year of multi-year projects.
- 6.3.3 British Columbia shall provide Canada with the work progress reports on or about December 31st of the current fiscal year.

6.4 Final Activity Reports

- 6.4.1 Final activity reports provide the status of work carried out with contributions from Canada and British Columbia. Final activity reports also confirm the spaces built and the equipment acquired.
- 6.4.2 British Columbia shall provide Canada with the final activity reports on or about September 30th following the fiscal year in question.

7. TRANSFERS

- 7.1 For each fiscal year covered by this Agreement, British Columbia may transfer a portion of the funds provided for funding infrastructure projects as follows:

7.1.1 Transfers Within the Same Initiative

- 7.1.1.1 The Parties agree that a portion of the funds provided for each project within the same initiative may be transferred from one project to another. The Parties may agree in writing, no later than February 15th of the fiscal year in question, to transfer a portion of the funds between such projects.

7.1.2 Transfers Between Budget Categories

- 7.1.2.1 British Columbia may, at its discretion, transfer a portion of the funds from one budget category to another within the same project, ensuring to inform Canada of the transfer. These transfers must be made within budget categories eligible for a contribution from Canada.

8. TENDERS

- 8.1 All calls for public tenders to carry out infrastructure projects funded by Canada under this Agreement must be issued in keeping with the policies applicable to British Columbia in the award of public contracts.

9. ACCESS TO FACILITIES

- 9.1 British Columbia shall allow the federal minister or his or her representatives to visit the premises where the activities funded under this Agreement are being carried out.
- 9.2 British Columbia shall ensure that the new facilities funded under this Agreement are accessible to persons with disabilities.

10. DISPOSAL OF ASSETS

10.1 For any asset purchase (furniture, equipment, wheeled equipment, buildings, etc.) that has a cost of more than ten thousand dollars (\$10,000), British Columbia 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:

10.1.1 written exemption from this requirement is obtained from Canada;

10.1.2 Canada authorizes the disposal of the assets;

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

10.1.4 the assets must be replaced on account of obsolescence.

11. CONTINUED PURPOSE

11.1 British Columbia shall ensure that funded organizations preserve the community spaces funded under this Agreement for the purposes for which they were funded by Canada.

11.2 British Columbia agrees to respect this commitment throughout the existence of the school component unless written exemption from this requirement is obtained from Canada.

11.3 British Columbia shall provide a copy of the lease or the Agreement for the use of shared spaces between the academic institution and the community.

12. ENVIRONMENTAL ASSESSMENT

12.1 British Columbia shall ensure that all activities and objectives subject to this Agreement comply with all federal, provincial and municipal laws and regulations and related laws and guidelines with respect to environmental matters. All other applicable legislative, regulatory and constitutional requirements must still be fulfilled.

13. PUBLIC ACKNOWLEDGEMENT OF CANADA’S FINANCIAL CONTRIBUTION

13.1 During the work being carried out, British Columbia shall publicly acknowledge Canada’s financial contribution, including, where appropriate, the contributions made under the *Action Plan for Official Languages 2018–2023: Investing in our Future* and/or the Investing in Canada Plan.

13.2 British Columbia agrees to give recognition to Canada’s financial contribution when conducting publicity for the projects for which financial assistance was provided by Canada. For the purposes of this Agreement, publicity includes, without being limited to, temporary signs erected on the construction site, speeches, news releases, and reports by provincial/territorial departments and agencies. British Columbia agrees to provide Canada with samples of these various types of publicity.

13.3 This recognition shall be made in accordance with the guidelines on public recognition of Canada’s support established for Government of Canada infrastructure programs.

13.4 British Columbia 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 financial contribution wherever appropriate, in any publicity relating to the projects for which Canada has made a financial contribution.

13.5 Upon completion of the infrastructure work, British Columbia shall install a plaque on the medium-term site covered by this Agreement, drawing attention to the participation of both Parties in the Project. The design, text and specifications shall be approved by both Parties

13.6 British Columbia shall allow representatives of Canada to participate fully in any official ceremony to recognize Canada’s financial contribution to the project and, upon completion of the work, in the official inauguration of the new facilities.

**BRITISH COLUMBIA ACTION PLAN
2020–21 to 2022–23**

PREAMBLE**Status of British Columbia’s Minority-language and Second-language Instruction Programs**

British Columbia’s (B.C.) Ministry of Education (EDUC) and locally elected boards of education share responsibility for the province’s public education system. Under the *School Act*, EDUC sets high-level policy and allocates funding to school districts. Boards of education are responsible for delivering educational programs, and as such, have the authority to decide whether to offer programs of choice like French immersion.

EDUC recognizes that students benefit from access to educational programming in either or both of Canada’s official languages. The Ministry supports the Conseil scolaire francophone (CSF) to fulfill its minority-language obligations under s.23 of the *Canadian Charter of Rights and Freedoms*, and other school districts to provide resources for French-speaking teachers and French-language learners.

B.C.’s French education programs have grown significantly in the last 10 years; the Francophone student population has increased by 42% and the French Immersion student population by 24%. Enrollment in both programs has been steadily increasing since 2001.

In the 2019-2020 school year, Francophone students represented approximately 1% of B.C.’s student population, while the province saw 9.5% of its student population enrolled in a French immersion program. Students from across B.C. are required to study a second language from grades 5 to 8; 78% of these students are enrolled in Core French.

	2009-2010	Indigenous Students	2019-2020	Indigenous Students	% Change 2009-2010 to 2019-2020
Public school students	580,478	72,447	575,986	69,410	-1%
Core French	194,111	20,542	182,888	20,170	-6%
French Immersion	43,961	2,823	54,406	3,410	24%
Francophone program	4,369	517	6,198	580	42%

French programs are growing steadily in popularity across B.C. Despite the challenges associated with growth, the province’s educational stakeholders have worked diligently to provide opportunities to make French programs more inclusive and accessible. In 2019-2020, B.C.’s redesigned curriculum was fully implemented at all grade levels. This brought about a more contemporary and engaging learning program for students in minority-language and second-language programs, while seeing teachers engage in new and exciting professional conversations, learning opportunities and pedagogical innovation and collaboration.

Input from the French Education Stakeholders Advisory Committee continues to guide the work, along with EDUC priorities and policy initiatives, such as the Policy for Student Success and the Framework for Enhancing Student Learning. EDUC’s current priorities are:

- Quality teaching and leadership: teachers will act as guides and learning coaches for all students, including those with diverse learning needs
- Student-centred learning: maintaining provincial consistency in policy design and funding allocation, while enabling flexibility in program delivery for all students, regardless of ability or background.
- Future orientation: preparing all students for lifelong learning, encouraging the use of technology, and preparing all students for graduation with practical expectations informed by employers and post-secondary institutions,

- High and measurable standards: using rigorous and consistent learning standards, using province-wide assessments to provide information on learning outcomes, and ensuring maintenance of high standards of learning outcomes, with a focus on literacy and numeracy.
- Healthy and effective learning environments: fostering inclusive learning environments wherein all students feel safe and welcome, both physically and emotionally.

Responsibility of Education in British Columbia

The early learning team at EDUC works closely with the Ministry of Children and Family Development (MCFD), which is currently the lead ministry responsible for childcare. As of November 26, 2020, EDUC has received a formal mandate to work with MCFD to integrate childcare into the broader learning environment by developing a strategy to move the delivery of childcare into EDUC by 2023. This will include working towards providing universal access to before and after school care, thus prioritizing care on school grounds so that parents know their children are safe at one place for the full workday.

In kindergarten through grade 12, EDUC supports minority-language education through the Conseil scolaire francophone de la Colombie-Britannique, the province's sole French-language school board. Its territory covers the entire province, and it has 37 schools, with additional schools to be added in the coming years. On June 12, 2020, the Supreme Court of Canada rendered its judgment on *Conseil scolaire francophone de la Colombie-Britannique v. B.C.*, 2020 SCC 13. EDUC is committed to working with the Conseil scolaire francophone on matters related to the capital planning process, expanding the francophone education space and addressing infringements identified by the Supreme Court of Canada.

B.C. has an additional 59 English school boards, most of which provide French as second language instruction (French Immersion and Core French). All students must be enrolled in a second-language program from grades 5 to 8. Core French and second-language instruction is offered by default if another language is not offered. Each school district has the authority to decide which, if any, programs of choice it offers, including French immersion and intensive French. Students typically enter French Immersion in kindergarten (early French immersion) or grade 6 (late French immersion). Increasing enrollment in French programs has fostered a greater level of French proficiency amongst B.C.'s high school graduates.

Availability of post-secondary education in French has been identified as a high priority for the province's Francophone and Francophile populations. Simon Fraser University's Office of Francophone and Francophile Affairs offers a French Cohort Program for pre-service teachers, Field Programs, Master's level French studies, and Doctoral degrees in French Education for in-service teachers. These programs are of paramount importance to the province and, as reflected in the Action Plan, EDUC will be working toward increasing funding to support the delivery of these and other post-secondary education programs in B.C.

EDUC's French Education Branch works with the Ministry of Advanced Education and Skills Training (AEST) to plan and distribute federal funding to B.C.'s post-secondary institutions and their students. A range of post-secondary institutions across B.C. offer French-language courses and/or literature courses. Simon Fraser University, the University of British Columbia, and the University of Victoria also offer courses taught in French as part of their teacher education programs. Collège Éducacentre is B.C.'s only francophone college and offers professional programs in French in partnership with other institutions, including certificate programs for Educational Assistants and Early Childhood Educators. B.C.'s post-secondary institutions also offer variety professional development courses in French for in-service teachers, including post-graduate degree and diploma programs.

Post-secondary programming represents an essential continuation of the French-language learning that is key to B.C.’s K-12 education system. Continued opportunities for language learning beyond the grade 12 classrooms ensure continued exposure to French-language and culture, while offering learners the opportunity to further refine their French language skills.

Post-secondary French studies in B.C. allow language-learners to attain proficiency that is suited to the demands of the professional workplace. With most of the province’s French minority-language and second-language speakers living in communities that are predominantly English-speaking, the presence of strong post-secondary French programming facilitates important linguistic and cultural opportunities that would otherwise not be available to the same degree as in other regions of Canada, where French is spoken with greater frequency.

The Ministry is committed to working closely with the Ministry of Advanced Education and Skills Training to identify opportunities to provide continued support to post-secondary French programs throughout the development and implementation of the new Action Plan. This includes accessing funding for complementary projects and recruitment and retention projects through the federal government. EDUC will set up regular meetings with staff at the Ministry of Advanced Education Skills and Training over the course of the new Action Plan as to ensure a cross-governmental approach to supporting French language learners in both sectors.

Advancements Made Under the Previous Agreement

Between 2016 and 2019, EDUC worked with a French Education Stakeholders Advisory Committee to explore the implications of the increasing demand for French education programs in the province, and to make recommendations to ensure the longevity and sustainability of French programs, as well as student success within these programs. This Committee was made up of representatives from 13 stakeholder organizations, including two other ministries.

Based on feedback from the Committee, and in collaboration with the Inclusive Education Branch in the ministry, EDUC developed and published an online inclusion resource for parents and educators called [Learning in French Together](#) (LIFT), which is available in both official languages.

In 2016, a series of promising practices from French programs across the province were collected and published to the [Ministry of Education’s website](#). EDUC is currently working in collaboration with ShareEd B.C. to publish French resources to this new peer-to-peer online resource sharing and networking platform for teachers. Resources on ShareEd B.C. are linked to the province’s redesigned curriculum. The platform also enables educators from across the province to connect and collaborate around best practices and promising resources.

Also stemming from the committee, EDUC has successfully developed and is currently implemented a provincial French Teacher Recruitment and Retention Strategy.

Since the previous Agreement, one of the key challenges would be “to sustain, and hopefully increase, the number of students in both minority- and second-language programs by 2017-2018” due to the projected decline in school-age population. Since this time, B.C. has succeeded at increasing enrollment in both Francophone and French immersion programs, while seeing the opening of five more Francophone schools, and the addition of French immersion to one more school district.

	2013-2014	2019-2020	% Increase
Francophone schools	38	43	13%
School districts offering French Immersion	45	46	2%

Summary of Key Priorities and Outcomes under the previous Agreement

ML	Priority:	Outcome:
Early Learning	B.C.'s Francophone population will have access to a minority-language education continuum from early childhood services to post-secondary studies. In minority-language education, the Agreement will allow for the integration of four-year-old students into the CSF school system. The Agreement will fund important new numeracy and literacy programs for young Francophone learners.	<p>From 2013 to 2016, the CSF studied the viability of enabling 4-year-olds to attend school, and developed a curriculum for this age group, which drew upon best practices from other jurisdictions including Manitoba, Alberta, New Brunswick, Québec, Ontario and France.</p> <p>In 2016-17, CSF launched a pilot project enabling 53 students to start school at age 4 at schools in Mission, Chilliwack, Rossland and Kelowna. 118 4-year-olds were enrolled in 2017-18. The results were very positive with almost all 4-year-olds subsequently enrolling in Kindergarten.</p>
FSL	Priorities:	Outcomes:
Core French	Revitalize Core French, to find ways to increase the effectiveness and delivery of Core French instruction.	The Core French curriculum was updated as part of B.C.'s curriculum redesign project. The new curriculum was implemented in full in 2019-20.
French Immersion	Important new cultural and extracurricular activities for French Immersion secondary students will be funded, thereby facilitating the cooperation and collaboration between B.C.'s Francophone and Francophile communities.	The Conseil jeunesse francophone de la C.-B. provided educational and community services by and for French-speaking youth ages 14 to 25 across B.C., including cultural, artistic, and sporting events, as well as presentations and workshops in schools. The Ministry provided support to ensure the offering of innovative programming adapted to the needs of French-speaking youth across the province, both in-person and virtually.
	Continued support for B.C.'s efforts to meet the strong demand for qualified French language teachers.	<p>EDUC signed a Memorandum of Understanding with France in May 2016 to promote language learning, foster new intercultural collaborations and help address the French teacher shortage. The Memorandum of Understanding with France led to the signature in May 2017 of a letter of intent between SFU, UBC, and universities in France to create partnerships in order to attract French students to come to B.C. and train to become teachers.</p> <p>Seven MOUs were also signed between B.C. School Districts and French Académies, opening the door to both teacher and student mobility between the province and various regions of France. Fostering of partnerships between both students and teachers from B.C. and France, it is believed, will establish long-standing relationships, as a result of which, B.C. students will be better equipped to train as French teachers, and more French students will consider coming to B.C. to train as teachers.</p>
Post-secondary	Priority:	Outcome:
Simon Fraser University	The Agreement will allow B.C. to increase its support to Simon Fraser University's Office of Francophone and Francophile Affairs, giving more B.C. students access to post-secondary instruction in French.	Since 2004 SFU's Office of Francophone and Francophile Affairs has been offering a variety of programs and courses taught in French, including credit and non-credit Field Programs for in-service teachers aimed at updating teaching strategies, improving

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		<p>French, or staying on top of new topics in education research. Professional development programs such as the Doctorate in Educational Leadership and Master of Education are offered in French for professionals wanting to expand their knowledge and become leaders in education.</p>
<p>College Educacentre</p>	<p>The College Educacentre will work toward accreditation under the Private Career Training Institutions Act. Since 2004, the College has offered its credited programs in collaboration with accredited institutions such as Northern Lights College (B.C.) and La Cite (ON).</p>	<p>College Educacentre offers college-level post-secondary and continuing education courses in French in B.C. The College has been offering credited programs since 2004. Most programs are offered as e-learning through their Virtual Campus. During the term of this Agreement, the College offered programs including supervision, education assistant, early childhood education, perfectionnement de la langue française, health care assistant and event management. Educacentre was successful in obtaining accreditation from the Private Training Institutions Branch, as well as the Education Quality Assurance designation. In addition, for the first time in 2020-21, Educacentre received an annual designation from StudentAid B.C. enabling students to access student loans and bursaries from the Ministry of Advanced Education and Skills Training.</p>
<p>Research Projects</p>	<p>EDUC commissioning of research papers to better understand the current situation and challenges facing the delivery of French as second-language programs in the province. Research results will be shared with Canadian Heritage, French as second-language Advisory Committee members and other partners.</p>	<p>Since 2013, EDUC has conducted several research projects:</p> <p>SFU: French as a Second Language Education in B.C. Research – Second Language Policy Review (August 2017 by Sabatier, Leger, Spiliotopoulos & Pajot) Research resulting in data-driven recommendations as to how to review and update EDUC’s policies on French as a second language education in light of the curriculum redesign.</p> <p>UBC: Research into FSL teachers’ implementation of B.C.’s redesigned curriculum for FSL programs in the province. Creating an inventory of promising FSL practises based on examples of successful learner-centred, project-/task-based approaches and practices implemented by teachers to develop their students’ language and intercultural skills.</p> <p>College Educacentre: Research into the professional development needs and gaps of teachers in B.C. The research includes student surveys, analysis and recommendations on how address the issues.</p> <p>Fédération des parents francophones de la C.-B. : Francophone Childcare Centres for Early Childhood in B.C. (Feb 2018)</p>

Key Challenges & Priorities for 2020-2023

Early Learning	
Challenges:	Opportunities and Initiatives:
Limited access to minority-language early learning and childcare.	As of November 26, 2020, EDUC has received a formal mandate to work with the Ministry of Children and Family Development (MCFD) to integrate childcare into the broader learning environment by developing a strategy to move the delivery of childcare into EDUC by 2023. This will create new opportunities and initiatives including: <ul style="list-style-type: none"> ○ assuming responsibility for overseeing delivery of all childcare initiatives and funding ○ ensuring quality care through ongoing curriculum enhancements.
Shortage of French-speaking Early Childhood Educators and Assistants.	When childcare moves to EDUC, the Ministry may assume responsibility of the Early Care and Learning Recruitment and Retention Strategy. Additional funding has been allocated to College Éducacentre (the only post-secondary institution in B.C. that offers Early Childhood Education programs in French) to support this priority in the Action Plan.
Continued demand for childcare (preschool, daycare, and before/after school care) for Francophone and FSL students	The Fédération des parents francophones de la Colombie-Britannique (FPFCB) will continue to operate a network of childcare centres offering daycare, preschool, and before and after school care in CSF schools. They will also offer professional development opportunities and mentoring for managers and staff. The FPFCB will put new strategies in place to support the recruitment and retention of qualified personnel, including those specializing in early childhood education.
Childcare for School-Aged Children	
Challenges:	Opportunities and Initiatives:
Recent changes to the British Columbia School Act gives school boards the authority to operate before and after school care, should they become licensed to do so.	Boards will be required to have a childcare policy in place that addresses reconciliation and inclusive education commitments, while prioritizing available space on their properties not being used for K-12 students. <p>EDUC will be supporting the work toward providing universal access to before and after school care, prioritizing care on school grounds so parents know their children are safe at one place for the full workday.</p> <p>An engagement strategy with EDUC and school boards will need to be conducted to determine challenges and opportunities regarding school boards looking to offer before and after-school care for school-aged children.</p> <p>EDUC will work with partners to ensure that before and after-school care to be offered in French for students in French programs, where there is sufficient demand.</p>
Indigenous Education	
Challenges:	Opportunities and Initiatives:
Support for French learners in collaboration with B.C.'s Metis Nation	Develop a relationship with Metis Nation B.C. to explore ways to support French-speaking learners and educators in B.C.
Support for French learners and teachers with incorporation of Indigenous knowledge and perspective throughout B.C. curriculum	The redesigned B.C. curriculum incorporates Indigenous knowledge and perspectives in both French as a Second- Language and French as a Minority-language contexts. EDUC works with Post-secondary Institutions, the Bureau des affaires Francophones et Francophiles and the B.C. Language Coordination Association to provide professional learning opportunities to French teachers at various career stages. Some of these learning opportunities provide educators with tools and approaches to better weave Indigenous knowledge and perspective into their teaching. Indigenous education resources such as the First Peoples Principles of Learning, are now available in French to ensure that teachers can seamlessly incorporate these principles into their lessons. There is an opportunity to make additional Indigenous education resources available in French to better support the integration of Indigenous worldviews into French-language classrooms. Under EDUC's Emerging Priorities initiative in the Action Plan, there is funding allocated to support this priority.

Resources in French	
Challenges:	Opportunities and Initiatives:
Ensuring equitable access to key EDUC resources in both official languages.	EDUC will work to ensure that all students and families experience equitable access to EDUC resources on Indigenous education, mental health, childcare and early learning in both official languages.
COVID-19	
Challenges:	Opportunities and Initiatives:
Increased demand for online and distance learning options for French programs due to COVID-19.	<p>There has long been a demand for online learning options for French programs, particularly at the high school level. In keeping with the Funding Model Implementation Online Learning Working Group’s 2019 recommendations, and given the recent increase in adoption of online learning due to the COVID-19 pandemic, there is an opportunity to contribute to an emerging provincial mandate and a renewed vision for online learning in B.C.</p> <p>EDUC is committed to increasing the number of online courses available in French. One district is currently able to offer online French Immersion courses at the secondary level to students from around the province, and other districts are working directly with elementary parents at the local level.</p> <ul style="list-style-type: none"> • Social Studies 11 was made available online in September 2020, and is very close to capacity, with students from across the province enrolled. • French Immersion Language Arts 10 and 11 online will be available for enrollment in November 2020. • Science 10 will be available online in early 2021. <p>Under the Emerging Priorities initiative in the Action Plan, the Ministry will support projects related to increasing access to online and distance learning options for French programs.</p>
Cancellation and delay of programs and projects due to COVID-19.	EDUC will provide as much flexibility as possible to partners to encourage them to innovate and adapt to the new situation and safety protocols. This may include moving in-person events to an online format, expanding bursary eligibility criteria to include online courses, and other alternative approaches to delivering services and programming.
Post-secondary	
Challenges:	Opportunities and Initiatives:
Phasing-out of Complementary Project funding for the Office of Francophone and Francophile Affairs at SFU.	EDUC will continue to explore additional opportunities to ensure continued support for post-secondary and post-graduate studies in French offered by Office of Francophone and Francophile Affairs at Simon Fraser University (SFU), including the coordination of future federal funding requests, partner meetings, and relationship building with the Ministry of Advanced Education and Skills Training. EDUC has allocated additional federal funding to SFU through the Action Plan during the phase out of the Complementary Project funding (notably in 2022-23).
Recruitment and Retention	
Challenges:	Opportunities and Initiatives:
Recruiting and retaining French-speaking educators to work in districts across the province, particularly in rural and remote areas.	<p>B.C. developed a French Teacher Recruitment and Retention Strategy in 2019, which continues to guide the distribution of over \$2.5M of federal funding to partners for projects that support French teacher recruitment and retention.</p> <p>Federal funding has been used to support a number of recruitment and retention initiatives, including:</p> <ul style="list-style-type: none"> ○ Analyzing Workforce Trends and Drivers of Supply/Demand for French programs; ○ Creating Additional Seats for French-speakers in Teacher Education Programs; ○ Subsidizing French Language Training for Current and Prospective B.C. Teachers; ○ Supporting Process Improvements for Certifying French-speaking Teachers; and, <p>Supporting French Teacher Integration across the province.</p>

<p>Inequitable supply of French-speaking educators between B.C. school districts</p>	<p>Some of the province’s school districts are better equipped to undertake extensive (and often creative) recruitment strategies, which are regularly needed to fill French teaching positions. This is especially challenging for the province’s smaller districts, where human resources departments and staff do not have the expertise or financial means to prepare effective strategies. In some instances, these districts are rural, and in other instances they are smaller urban or suburban districts or are merely lacking in human resources and administrative capacity.</p> <p>Increased opportunities for rural practicums have helped to address these challenges, but further rural training initiatives and incentives are needed.</p>
<p>Expansion of French Teacher Education outside of Greater Vancouver</p>	<p>The expansion of French Teacher Education programs at UB.C.’s Okanagan School of Education has begun to address French teacher shortages in B.C.’s Interior. The Okanagan Valley is the province’s third most populous region (after Greater Vancouver and Vancouver Island). Expansion of Kelowna’s UBC Okanagan Campus program is helping to address teacher shortages in the region and further support of this program will be important for maintenance and growth of French Education in B.C.’s Interior.</p> <p>Vancouver Island is B.C.’s second most populous region. The University of Victoria (the island’s largest university) has demonstrated some important forward movement with creation of new French education courses for its teacher training programs as well as initiatives to support early career French teachers. The region does not yet, however, have a French Teacher Education Program and recruitment of French teachers to Vancouver Island is thus of challenge (especially in the region’s most populous city of Victoria, where cost of living is relatively high). Expansion of French Teacher Education Programs on Vancouver Island represents a future area of focus.</p>
<p>French teachers in rural and remote areas often feel isolated due to the minority-language setting, particularly given recent travel restrictions.</p>	<p>The B.C. Language Coordination Association (BCLCA) will provide opportunities for French language teachers from across the province to come together both virtually and in person. This represents an important shared learning and networking opportunity for B.C. French teachers, especially during the COVID-19 pandemic as teachers see reduced opportunities to engage in professional learning opportunities.</p> <p>The BCLCA plays an important role in supporting local and regional networks of French language teachers in Northern B.C. and the Southern Interior for networking and professional development. The Association is run by volunteer French Educators, many of whom are Language Coordinators or Administrators in larger urban districts. This creates further linguistic connectedness across the province as rural French educators learn from and alongside colleagues from more populous regions of B.C.</p>

Consultation Process

During the preparation for negotiations toward the new *Protocol for Agreements for Minority-language Education and Second-Language Instruction between the Government of Canada and the provinces and territories 2019-2020 to 2022-2023*, several rounds of consultations with key stakeholders took place in B.C. These consultations also helped to inform the Action Plan found in *the Canada–B.C. Agreement on Minority-language Education and Second Official-Language Instruction 2020-2021 to 2022-2023* (Canada–B.C. Agreement).

These consultations took the form of surveys, teleconference calls, and in-person meetings with key stakeholders. Consultations were held between 2016 and 2018, in preparation for the negotiations on the next Protocol that was expected to be implemented upon the expiry of the preceding Protocol, on March 31, 2018. Survey questions included, for example, “Thinking back on the last five years, please describe your biggest accomplishments in French Education (objectives met, resources added, impacts/results achieved)” and “Please identify your top 3 priorities for French education programs for the coming years.”

Following the 2018-2019 and 2019-2020 provisional arrangements, which extended the content of the 2013-2018 Protocol to March 31, 2020, EDUC continued regular consultation with stakeholders. Ministry representatives met each of the following organizations at least once between July 2019 and July 2020 to get an update on their action plans. Input from these meetings helped to shape the development of the new Canada–B.C. Agreement.

- Conseil scolaire francophone de la Colombie-Britannique
- School districts offering French as a second-language programs
- Post-secondary institutions (Collège Éducacentre, Simon Fraser University, the University of British Columbia, and the University of Victoria)
- Fédération des parents francophones de la Colombie-Britannique
- Conseil jeunesse francophone de la Colombie-Britannique
- Canadian Parents for French B.C.-Yukon
- Théâtre la Seizième.

Most recently, the Ministry met with several of B.C.'s key Minority-language partners (the Conseil scolaire francophone, SFU's Office of Francophone and Francophile Affairs, the Fédération des parents francophones de la Colombie-Britannique, and College Educacentre) in January 2021 to discuss the distribution of the additional minority-language funding for 2020-2023. During this meeting, partners agreed that the additional minority-language funding would be distributed proportionally among the minority-language partners to support Ministry and partner priorities over the next three years. It was also agreed that additional funding would also be provided to support post-secondary education, especially in the final year of the Action Plan.

Over the course of the implementation of the Canada–B.C. 2020-2023 Agreement, EDUC aims to continue regular consultations with these partners through a variety of surveys, teleconference calls, and virtual and in-person meetings, to ensure a comprehensive, thriving French education system for all learners in B.C.

**STRATEGIC FRAMEWORK
2020–21 to 2022–23**

AREA OF INTERVENTION	MINORITY-LANGUAGE	SECOND-LANGUAGE
Learner participation	Recruitment, integration and retention of learners in minority-language education programs and promotion of these programs.	Recruitment and retention of learners in second-language instruction programs and promotion of these programs.
Provision of programs	Access, maintenance, development and/or enrichment of a variety of programs and educational resources adapted to the minority setting.	Access, maintenance, development and/or enrichment of a variety of programs, approaches and pedagogical resources for second-language learning and instruction.
Academic achievement of learners	Demonstration of a positive impact on the success of learners in minority settings.	Demonstration of a positive impact on second-language competencies of learners.
Enriched learning environments	Social and cultural enrichment of the education program and closer ties between the school, community and cultural environments.	Cultural enrichment of second-language learning programs.
Support for educational staff	Development, provision and assessment of staff training (initial and continuous) and professional development programs adapted to the minority setting. Recruitment and retention of qualified and specialized staff.	Development, provision and assessment of training (initial and continuous) and professional development programs for staff working in second-language instruction. Recruitment and retention of qualified or specialized staff.
Research	Research with an impact on minority-language learning and instruction, and dissemination of knowledge in Canada.	Research related to second-language learning and instruction, and dissemination of knowledge in Canada.