



Brief of the Conseil scolaire francophone de la Colombie-Britannique Presented to the Standing Senate Committee on Official Languages in the context of its Study on Canadians' Views about Modernizing the *Official Languages Act*

***For an Official Languages Act in Service of Minority French-Language Education***

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## INTRODUCTION

- [1] The Conseil scolaire francophone de la Colombie-Britannique (“CSFCB”), established pursuant to section 23 of the *Canadian Charter of Rights and Freedoms* (the “Charter”), provides homogeneous French-language instruction at the elementary and secondary levels throughout British Columbia. It has existed since 1995 and runs 40 schools and annexes, attended by nearly 6,000 students.
- [2] In its 2017 study on the challenges associated with access to French-language schools and French immersion programs in British Columbia,<sup>1</sup> the Standing Senate Committee on Official Languages (the “Senate Committee”) put forward recommendations which together constitute a solid roadmap that would ensure that the federal government respects its commitment to promote the vitality of the Francophone minority and support its development in the field of education.
- [3] However, in response to this Senate report, the federal government<sup>2</sup> has suggested that the concerns identified by the Senate Committee are, for the most part, addressed by the new *Action Plan for Official Languages*<sup>3</sup> or by the next *Protocol for Agreements for Minority-Language Education and Second-Language Instruction* (“Protocol”).<sup>4</sup> With regard to the transfer of land belonging to federal institutions, the government has simply stated that in its view this would be a “complicated” question, and that the issue of federal land in Vancouver gave the federal government the opportunity to remind the institutions of the current process, which, according to the federal government, is sufficient to take into account the needs of minority-language communities.
- [4] The problems highlighted by the Senate Committee in its Report are structural and require permanent solutions. The concerns identified by the Senate Committee will not be addressed by a new *Action Plan*, a new *Protocol*, or by “reminding” the institutions of a flawed process for the transfer of federal property. The rights of British Columbia’s

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<sup>1</sup> Senate, Standing Senate Committee on Official Languages, [Horizon 2018: Toward Stronger Support of French-Language Learning in British Columbia](#), (May 2017) at pp x-xiii (chair: the Honourable Claudette Tardif) [Senate Committee, *Horizon 2018*].

<sup>2</sup> [Government response to the fourth report of the Standing Senate Committee on Official Languages](#), Signed by the Honourable Jean-Yves Duclos, Minister of Families, Children and Social Development, the Honourable Ahmed Hussen, Minister of Immigration, Refugees and Citizenship, the Honourable Mélanie Joly, Minister of Canadian Heritage, and the Honourable Carla Qualtrough, Minister of Public Services and Procurement [*Response to the Fourth Report*].

<sup>3</sup> Canada, Department of Canadian Heritage and Official Languages, [Roadmap for Canada’s Official Languages: Education, Immigration, Communities](#), catalogue no. CH14-31/2013E-PDF, Ottawa, Canadian Heritage, 2013.

<sup>4</sup> Canada, Council of Ministers of Education, Canada, [Protocol for Agreements for Minority-Language Education and Second-Language Instruction 2013-2014 to 2017-2018 between the Government of Canada and the Council of Ministers of Education, Canada](#), signed on August 14, 2013, Ottawa.



French-language community cannot be guaranteed merely by providing monetary grants through an *Action Plan* that is recycled from time to time (although there is no question that this funding is necessary). The permanent, structural solution to the problems identified in the Senate Committee’s report requires an amendment to the *Official Languages Act*.

- [5] Indeed, the impermanence of the federal funding structure for minority-language education and the absence of concrete federal government obligations to provide this funding or to transfer surplus federal land, keeps minority Francophone communities in a perpetual state of uncertainty. For example, with reference to the transfer of federal funds through the *Protocol*, this Committee emphasized in its report of May 2017 that “[f]or more than a decade [it] has been made aware of these shortcomings and has been waiting for the federal government to make changes to its practices” and consequently it could “only reiterate the recommendations it made in its June 2005 report.”<sup>5</sup> The Senate Committee also stressed that “[t]he first place where the federal government must act is by facilitating the efforts of the local francophone community to acquire land to improve French education services.”<sup>6</sup>
- [6] If the recommendations in the Senate Committee’s report of May 2017 are implemented by the federal government, as the CSFCB hopes they will be, it will be the result of a political decision made by the current government, one that the government in power in 2005 would not make in response to the same recommendations made by this Committee at that time. The survival of French in British Columbia and elsewhere in Canada can no longer, must no longer, be dependent on the goodwill of the government of the day.
- [7] The CSFCB is therefore taking advantage of this invitation to present to the Senate Committee three areas in which it should propose concrete changes to the *Official Languages Act* in order to give the federal government a more important and more clearly-defined role in French-language education, while of course respecting provincial jurisdiction. These proposals provide robust, concrete solutions to the problems around French-language education that the Senate Committee has been raising since at least 2005 and would thus improve the implementation of section 23 of the *Charter*.
- [8] In the present brief, the CSFCB asks the Senate Committee to recommend that the *Official Languages Act* be amended so that it: **(A)** requires federal institutions to consult minority-language school boards and commissions before disposing of real property; **(B)** clearly frames the obligations in regard to federal funding of elementary and secondary education

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<sup>5</sup> Senate Committee, *Horizon 2018*, *supra* at 62.

<sup>6</sup> Senate Committee, *Horizon 2018*, *supra* at 51.



in the minority language; and (C) expressly sets out the obligation of Statistics Canada to enumerate rights-holders under section 23 of the *Charter*.

#### DEVELOPMENT

**A) The CSFCB asks that the *Official Languages Act* be amended to require federal institutions to consult with minority-language school boards and commissions before disposing of real property**

[9] In its 2017 report, the Senate Committee very accurately identified the challenge faced by the Francophone community in British Columbia with regard to the acquisition of property: identifying land that is actually available for the construction of schools.<sup>7</sup>

[10] The CSFCB faces numerous obstacles that limit its capacity to find property (and then acquire it at fair market value). The problem is especially acute in the urban centres. For example, the courts have found that what stands in the way of the implementation of section 23 of the *Charter* is a lack of “political will” and not a shortage of sites – even in Vancouver.<sup>8</sup> The building of a school for the minority is simply not a priority for either real estate developers or municipalities, the two major owners of sites large enough for the construction of schools. The CSFCB must therefore compete with English-language school boards, and as a result is unable to purchase property owned by majority stakeholders who are not interested in transferring it to the minority. As for the province, it refuses to use its exclusive power under the *Constitution Act, 1867* (s. 93), to legislate in the area of majority education, in order to solve the problem.

[11] As this Committee pointed out in 2017, one way to address this challenge is to give the CSFCB the opportunity to acquire or lease federal properties (in whole or in part) before they are sold to third parties.<sup>9</sup>

[12] The federal government owns a large number of properties, of which many have been or will be deemed to be surplus to its needs. Over the last ten years, small parts of at least three federal government properties could have (or still could) meet the needs of the CSFCB.

[13] The Senate Committee is already aware of the situation at École élémentaire Rose-des-Vents, which serves one area of Vancouver. The CSFCB clearly expressed its interest in purchasing or leasing a small part of two properties that the federal government deemed surplus to its needs: the Jericho property, a 52-acre site that belongs to the Department of

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<sup>7</sup> Senate Committee, *Horizon 2018*, *supra* at 25-26.

<sup>8</sup> *Conseil scolaire francophone de la Colombie-Britannique, Fédération des parents francophones de Colombie-Britannique et al. v. British Columbia (Education)*, 2016 BCSC 1764 at paras 3707, 6313 [CSFCB, 2016].

<sup>9</sup> Senate Committee, *Horizon 2018*, *supra* at 25.



National Defence (“DND”) (formerly a military base) (“Jericho-DND”) and the Heather Street site, a 21-acre site that belongs to the Department of Public Works and Government Services Canada (formerly offices of the Royal Canadian Mounted Police, also referred to as the “Fairmont” site) (“Fairmont-RCMP”). The identical interest of the British Columbia Ministry of Education to buy or lease these properties was also expressed to the federal government. This did not prevent the federal government, in 2014, from transferring these properties to the Canada Lands Company CLC Limited<sup>10</sup>, the federal government’s disposal agent, without consulting the CSFCB. The resulting harm is clear: the CSFCB still has no site on which to build a new French-language school, which the Ministry of Education has agreed to build and whose construction has been ordered by the courts.

[14] Thanks in large part to the efforts of this Committee, the CSFCB is diligently working to reach an agreement for the purchase or long-term lease of a small portion of the Fairmont-RCMP site. As for the Jericho-DND property, no discussions will be held until those concerning the Fairmont-RCMP site have been concluded.

[15] The CSFCB is interested in a small part of a third site deemed by the federal government to be surplus: the “Royal Roads” site, located in Colwood on the west side of Greater Victoria. In 2017, the federal government announced its intention to dispose of the Royal Roads property, a 500-acre site that belongs to the DND. A month later, in a letter written in French but accompanied by an English translation paid for by the CSFCB, the CSFCB expressed its interest in a small portion of the site (see the letter at **Appendix “A”** of this brief). In its response, written in English only,<sup>11</sup> the DND stated that it would “take positive measures aimed at enhancing the vitality of official language minority communities” by meeting with the CSFCB “to discuss some of the specifics associated with [its] interest in the [Royal Roads] property” (see **Appendix “B”** to this brief). It also stated that DND representatives would contact the CSFCB “shortly.” The DND has yet to contact the CSFCB about this property! In January 2018, almost a year after expressing its interest to the DND, the CSFCB wrote another letter to the federal institution to try once again to arrange a meeting (see **Appendix “C”**). This silence is of great concern to the CSFCB as other parties interested in the disposal of the Royal Roads property have already signed collaboration agreements for the development of the site.<sup>12</sup> The government of Canada is not considering the clearly expressed needs of the Francophone community in British Columbia; the DND is undermining the future of the French language in British

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<sup>10</sup> On the condition that 50% of the proprietary interest be granted to three First Nations.

<sup>11</sup> This constitutes a violation of sections 21, 22 and 27 of the *Official Languages Act*, RSC 1985, c 31 (4<sup>th</sup> supp).

<sup>12</sup> The Songhees First Nation and the municipality of Colwood have signed a memorandum of understanding regarding the future development of the Royal Roads site. The Songhees First Nation and Royal Roads University have also signed a memorandum setting out an operating framework for cooperation on the development of the Royal Roads site. The two memorandums are included as enclosures with the letter at **Appendix “D.”**



Columbia as a result of the “negative” measures it has taken in regard to the Francophone community of the province. The current wording of the *Official Languages Act* allows this to continue. It is therefore imperative that the *Act* be amended.

**1) The *Official Languages Act* does not impose any specific obligations regarding to the disposal of land**

[16] According to Part VII of the *Official Languages Act*, federal institutions have the duty to take “positive” measures to implement the federal government’s commitment to promote the development and vitality of minority official language communities. This should establish an obligation not to impede the development or vitality of those communities, by taking into account the repercussions of their decisions and activities on these communities. Currently, the *Official Languages Act* does not impose any specific obligations regarding the disposal of land. The wording of section 41 of the *Official Languages Act*, which could not be more vague, does not allow the intent of the *Act* to be carried out with respect to the disposal of land.

[17] When properties are no longer required, federal institutions dispose of them through sale or transfer. The Treasury Board Secretariat (TBS) oversees the disposal of properties through the *Policy on Real Property Management* (the “*Policy*”), the *Directive on the Sale or Transfer of Surplus Real Property* (the “*Directive*”) and four “standards.” These properties are often sold by the Department of Public Services and Procurement Canada<sup>13</sup> or by a private company; sometimes a “strategic” disposal is carried out by Canada Lands Company CLC Limited, as the government’s disposal agent.<sup>14</sup> With regard to the latter case, the *Directive* states that one of its purposes is to ensure that the disposal of strategic properties provides for “consideration of the interests of communities, including official language minority communities.”<sup>15</sup> The *Directive* states that federal institutions must develop:

a balanced disposal strategy for strategic surplus properties that is supported by a comprehensive assessment of federal and other stakeholder interests (including those of official language minority communities), [...].<sup>16</sup>

une stratégie d’aliénation équilibrée pour les biens immobiliers excédentaires stratégiques qui est appuyée par une évaluation exhaustive des intérêts du gouvernement fédéral et des autres intervenants (incluant ceux des communautés en situation de langue officielle minoritaires), [...].

<sup>13</sup> Canada, Treasury Board Secretariat, *Directive on the Sale or Transfer of Surplus Real Property*, updated in December 2015, Ottawa, Treasury Board, 2015, s 4 [Treasury Board, *Directive*]. Definition of “custodian”: “a department whose minister has administration of real property for the purposes of that department.”

<sup>14</sup> Treasury Board, *Directive*, *supra*, s 3.

<sup>15</sup> Treasury Board, *Directive*, *supra*, s 5.

<sup>16</sup> Treasury Board, *Directive*, *supra*, s 6.8.





[18] However, the *Directive* does not require minority official language communities to be consulted in the same manner as federal departments, Crown corporations, and provincial and municipal governments.<sup>17</sup> It is common practice for surplus properties, including highly sought-after land, to be put up for sale without minority school boards and commissions even being notified. Clearly, provincial and municipal governments cannot take the place of minority school boards and commissions in expressing (or even identifying) their needs.

## 2) Proposed amendment to the *Official Languages Act*

[19] History repeats itself. In the case of the Royal Roads site (once again: a 500-acre property), the CSFCB only learned from the *Times Colonist* (a Victoria newspaper) that the federal government had begun the disposal process! No federal institution consulted the CSFCB about its needs. Clearly, the federal government does not consider it to be “strategic” to consult the British Columbia Francophone community in the process of disposing of such an important property.

[20] As written, Part VII of the *Official Languages Act* does not lead to the positive measures that are needed with regard to the disposal of real property.

[21] We remind you that in its 2017 report on French-language education in British Columbia, your Committee put forward the following recommendation:

That the Minister of Public Services and Procurement:

[...]

(b) adopt regulations requiring federal institutions to take into account the interests and needs of official language minority schools in the sale or transfer of real and personal property by 2018.<sup>18</sup>

Que la ministre des Services publics et de l'Approvisionnement :

[...]

(b) adopte un règlement enjoignant les institutions fédérales à tenir compte des intérêts et des besoins des écoles de la minorité de langue officielle lors de la vente ou de la cession de biens mobiliers et immobiliers, d'ici 2018

[22] The federal government's response? That “the sale and transfer of former lands for the purpose of building minority language schools is complex.”<sup>19</sup> This is false. First of all, the issue is not complex: the CSFCB is only asking for the opportunity to purchase or rent – at fair market value, incidentally! – small parts of properties deemed to be surplus by a federal government that are required to ensure the development of both official language communities. In 1988, when the *Official Languages Act* entered into force, there was no government actor solely responsible for supporting the needs of minority official language

<sup>17</sup> Treasury Board, *Directive*, *supra*, s 6.5.

<sup>18</sup> Senate Committee, *Horizon 2018*, *supra* at 52.

<sup>19</sup> *Response to the Fourth Report*, *supra*.





communities. That changed with the advent of school management and, notably, the establishment of the CSFCB. It is time to end the harm caused by the silence of the *Official Languages Act*.

[23] Once again in response to your Committee’s recommendation in its 2017 report, the federal government stated that “[t]his issue in Vancouver has provided the Government with an occasion to remind all federal institutions that they are required to comply with the Treasury Board Secretariat’s *Directive on the Sale or Transfer of Surplus Real Property*.”<sup>20</sup> It is time to move beyond empty rhetoric.

[24] Rather than invite the government to issue another *pro forma* reminder to address the interests of official language communities, the CSFCB asks that you consider the adoption of a new section of the *Official Languages Act*. The following is a draft proposal of that section:

**Disposition of Federal Real Property and Federal Immovables**

(1) Prior to disposing of a federal real property or federal immovable, the federal institution by which it is owned or which is responsible for its management shall consult the minority official language school board or commission that serves the territory in which the federal real property or the federal immovable is located to identify its needs and interests with regard to that property.

(2) As necessary, the federal institution shall, before selling or leasing the federal real property or the federal immovable, offer the school board or commission, as appropriate:

- (a) the possibility of acquiring or leasing all or part of it, if its area does not exceed ten acres;
- (b) the possibility of acquiring or leasing a part that does not exceed ten acres, if its area exceeds ten acres.

**Aliénation d’immeubles fédéraux et de biens réels fédéraux**

(1) Avant d’aliéner un immeuble fédéral ou un bien réel fédéral, l’institution fédérale qui en est propriétaire ou qui en a la gestion doit consulter le conseil ou la commission scolaire de langue officielle en situation minoritaire qui dessert le territoire dans lequel se trouve l’immeuble fédéral ou le bien réel fédéral afin de s’enquérir de ses besoins et intérêts relativement à ce bien.

(2) Le cas échéant, l’institution fédérale doit, avant de vendre ou de louer l’immeuble fédéral ou le bien réel fédéral, offrir au conseil ou à la commission scolaire, selon le cas :

- (a) la possibilité d’acquérir ou de louer tout ou partie de celui-ci, si sa superficie n’excède pas dix acres ;
- (b) la possibilité d’en acquérir ou d’en louer une partie n’excédant pas dix acres, si sa superficie excède dix acres.

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<sup>20</sup> *Response to the Fourth Report, supra.*



**B) The CSFCB requests that the Senate Committee recommend that the *Official Languages Act* be amended so as to provide a better framework for the federal government’s financial support of capital assets for minority-language elementary and secondary education**

[25] The CSFCB faces numerous difficulties when it comes to acquiring land and building facilities. For example, unlike British Columbia’s English-language school boards, the CSFCB does not own surplus properties it can dispose of to generate funds. The CSFCB is still in a phase of rapid growth, but it does not yet serve all the regions where numbers warrant French-language schools. The province prioritizes construction requests that are financed in part by school boards themselves, which also puts the CSFCB at a disadvantage compared to the English-language school boards. And the separate funding envelope the province is required to create for the CSFCB’s capitalization projects is not sufficient to meet its needs.<sup>21</sup>

[26] In May 2017, this Committee recognized the “pressing” infrastructure needs in French-language education in British Columbia. Because of the situation that prevails in our communities, this Committee recommended:

That the Minister of Canadian Heritage, in negotiating the new Protocol for Agreements on Education and the next multi-year official languages plan, conclude a special agreement with British Columbia’s Ministry of Education to respond to the pressing infrastructure needs of the francophone community and guarantee the recognition of its rights under section 23 of the *Canadian Charter of Rights and Freedoms* and Part VII of the *Official Languages Act*.<sup>22</sup>

Que la ministre du Patrimoine canadien, dans le cadre de la négociation du nouveau Protocole d’entente en éducation et du prochain plan pluriannuel sur les langues officielles, assure la conclusion d’une entente spéciale avec le ministère de l’Éducation de la Colombie-Britannique pour répondre aux besoins pressants de la communauté francophone en matière d’infrastructures et ainsi lui garantir la reconnaissance des droits inscrits à l’article 23 de la *Charte canadienne des droits et libertés* et à la partie VII de la *Loi sur les langues officielles*.

[27] The CSFCB welcomes the Senate Committee’s recommendation. When it was established, the CSFCB was largely underfunded by British Columbia. It had to bring two legal actions before being established!<sup>23</sup> In this context of resistance, the federal funds received by the CSFCB as part of the *Canada-British Columbia Special Agreement for the Implementation of Francophone Schools Governance* of 1997 (**Annex “E”**) served as a catalyst for its founding. The *2002 Special Agreement* (**Annex “F”**) allowed the CSFCB to advance

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<sup>21</sup> The Supreme Court of British Columbia ordered the province to create a separate funding envelope for the CSFCB’s capitalization projects (see *CSFCB*, 2016, *supra* at para 25).

<sup>22</sup> Senate Committee, *Horizon 2018*, *supra* at 53.

<sup>23</sup> *Association des parents francophones de la Colombie-Britannique, la Fédération des francophones de la Colombie-Britannique v Woods*, [139 DLR \(4th\) 356](#), 27 BCLR (3d) 83; *Association des parents francophones de la Colombie-Britannique v British Columbia*, [167 DLR \(4th\) 534](#), 61 BCLR (3d) 165.



several infrastructure projects that were necessary for the effective operation of a new school board, including the construction of additional spaces in at least four CSFCB schools. These special agreements saved the British Columbia Francophone community, and as such, their negotiation and adoption should become standard practice.

[28] The CSFCB asks that this Committee recommend the addition to the *Official Languages Act* of a new Part on minority official-language education. The CSFCB wholeheartedly endorses the proposal put forward by the Conseil des écoles fransaskoises in this regard. The CSFCB would like to underline how important it is that the federal government negotiate the adoption of five-year agreements (regular, and not *ad hoc* or “special” agreements) on capital asset needs.

[29] The CSFCB supports the proposal of the Conseil des écoles fransaskoises and its proposed draft of a new Part in the *Official Languages Act* on minority official-language education, since it would create a more effective legislative framework for solving the problems in the area of infrastructure so clearly highlighted by your Committee. The following is a reproduction of the series of sections in question:

42 The Minister [of the department to be determined], in consultation with other ministers of the Crown, shall encourage and promote a coordinated approach to the implementation by federal institutions of the commitments set out in section 41, in particular by adopting a five-year action plan on official languages for Canada.

42 Le ministre [du ministère à déterminer], en consultation avec les autres ministres fédéraux, suscite et encourage la coordination de la mise en œuvre par les institutions fédérales de cet engagement, notamment en adoptant un plan d’action quinquennal en matière de langues officielles pour le Canada.

[...]

[...]

43.1(1) The Minister [of the department to be determined] is committed to promoting and supporting education in the official language of the minority.

43.1(1) Le ministre [du ministère à déterminer] s’engage à favoriser et à appuyer l’éducation dans la langue officielle de la minorité.

(2) The Minister [of the department to be determined] shall take such measures as that Minister considers appropriate to implement that commitment and, in particular, the following measures:

(2) Le ministre [du ministère à déterminer] prend les mesures qu’il estime indiquées pour mettre en œuvre cet engagement et, notamment, les mesures suivantes :

a) consult and negotiate with the provincial and territorial governments and with the minority official language school boards and commissions on the adoption of a five-year agreement regarding minority-language education that takes into account the needs of the users and reflects the principles set out in paragraph 43.1(3);

a) il consulte et négocie avec les gouvernements provinciaux et territoriaux et avec les conseils et les commissions scolaires de langue officielle en situation minoritaire, l’adoption d’un accord quinquennal relatif à l’enseignement dans la langue de la minorité, lequel tient compte des besoins des usagers et reflète les principes énumérés au paragraphe 43.1(3) :



b) consult and negotiate with the provincial and territorial governments and with the minority official language school boards and commissions on the adoption of a five-year agreement on the capital requirements in the area of minority official language education that takes into account the needs of the users and reflects the principles set out in paragraph 43.1(3);

c) encourage the provinces and territories to adopt measures that promote progress toward the equality of status and use of English and French;

d) ensure that the funds transferred to the provinces and territories are actually spent as intended.

43.1(3) The Minister [of the department to be determined] shall apply the following principles in implementing this Part:

- i) the fundamental importance of education for the vitality and development of Canada's official language minorities;
- ii) the importance of the role of minority school boards and commissions in this regard;
- iii) the principle of subsidiarity;
- iv) the importance of accountability and transparency; and
- v) the importance of effective consultation;

43.2 The Minister of Finance shall allocate the necessary funds to implement this Part.

b) il consulte et négocie avec les gouvernements provinciaux et territoriaux et avec les conseils et les commissions scolaires de langue officielle en situation minoritaire, l'adoption d'un accord quinquennal relatif aux besoins en immobilisation dans le domaine de l'éducation dans la langue officielle de la minorité, lequel tient compte des besoins des usagers et reflète les principes énumérés au paragraphe 43.1(3) ;

c) il encourage les provinces et les territoires à adopter des mesures qui favorisent la progression vers l'égalité de statut ou d'usage du français et de l'anglais ;

d) il s'assure que les fonds transférés aux provinces et aux territoires soient effectivement dépensés comme entendu.

43.1(3) Le ministre [du ministère à déterminer] met en œuvre la présente partie en appliquant les principes suivants :

- i) l'importance fondamentale de l'éducation pour l'épanouissement et le développement des minorités de langue officielle du Canada ;
- ii) l'importance du rôle des conseils et commissions scolaires minoritaires à cet égard ;
- iii) le principe de subsidiarité ;
- iv) l'importance de l'imputabilité, de la reddition de compte et de la transparence ; et
- v) l'importance de la consultation effective ;

43.2 Le ministre des Finances consacre les fonds nécessaires pour mettre en œuvre la présente partie.

**C) The CSFCB calls on the Senate Committee to recommend amendments to the *Official Languages Act* which require Statistics Canada to enumerate rights-holders under section 23 of the *Charter***

[30] Three categories of individuals are entitled to have their children educated in French at public elementary and secondary schools in British Columbia under the *Charter*:

- i. parents “whose first language learned and still understood is that of the English or French linguistic minority population of the province in which they reside” (paragraph 23(1)a) of the *Charter*);

- ii. parents “who have received their primary school instruction in Canada in English or French and reside in a province where the language in which they received that instruction is the language of the English or French linguistic minority population of the province” (paragraph 23(1)b) of the *Charter*); and
- iii. parents “of whom any child has received or is receiving primary or secondary school instruction in English or French in Canada, have the right to have all their children receive primary and secondary school instruction in the same language” (subsection 23(2) of the *Charter*).

[31] The right of individuals who belong to one of these three categories to have their children educated in French in British Columbia is subject to a numerical criterion: this right “applies wherever in the province the number of children of citizens who have such a right is sufficient to warrant the provision to them out of public funds of minority language instruction,” which “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” (subsection 23(3) of the *Charter*).

[32] However, data from the Census provides an incomplete picture of rights-holders under section 23 of the *Charter*. By not providing the data necessary to accurately determine what the numbers warrant, the Census impedes the implementation of section 23 of the *Charter*. The Census is harming the Francophone community of British Columbia.<sup>24</sup> It constitutes a “negative measure” (and not a “positive” one) taken by Statistics Canada; this must end with the next Census (in 2021).

[33] In May 2017, after studying the issues relating to the enumeration of rights-holders under section 23 of the *Charter*, the House of Commons Standing Committee on Official Languages tabled its report entitled: “The Enumeration of Rights-Holders Under Section 23 of the *Canadian Charter of Rights and Freedoms*: Toward a Census that Supports the *Charter*.”<sup>25</sup>

[34] The House of Commons Standing Committee concludes in this report that the Census only enumerates rights-holders under paragraph 23(1)a) of the *Charter* and that it does not provide any data on rights-holders under paragraph 23(1)b) and subsection 23(2) of the

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<sup>24</sup> Mark Power et al, « [Je suis compté, donc je suis !](#) » [“I am counted, therefore I am!”], Opinion, *Le Devoir* (28 January, 2017), online [in French only] (**Appendix “G”**).

<sup>25</sup> House of Commons, Standing Committee on Official Languages, [The Enumeration of Rights-Holders under Section 23 of the Canadian Charter of Rights and Freedoms: Toward a Census that Supports the Charter](#) (9 May, 2017) (chair: the Honourable Denis Paradis) [House of Commons Committee, *The Enumeration of Rights-Holders*].



*Charter*.<sup>26</sup> The House of Commons Standing Committee also concludes that the Census underestimates the number of rights-holders under paragraph 23(1)a) of the *Charter*, a conclusion that was also accepted by the Supreme Court of British Columbia in its decision in the CSFCB’s court action.<sup>27</sup>

[35] The sociodemographic reality of minority communities is simple and well-known: 1) fewer and fewer children eligible to attend French-language schools have French as their only first language learned, and more and more of them learn French at school (and not in the home before they start school). Thus, the number and proportion of parents who meet the criteria of paragraph 23(1)a) of the *Charter* (the only category enumerated by the Census) is falling significantly, while the number and proportion of parents who meet the criteria of paragraph 23(1)b) and subsection 23(2) is rising very rapidly (but these categories are not enumerated by the Census).

[36] There is no doubt that education plays a fundamental role in the vitality of Francophone communities. This Committee has openly acknowledged this since the publication of its report on education in 2005.<sup>28</sup> The consequence of the systematic and intentional under-counting of children who have a parent with rights under section 23 of the *Charter* threatens the survival of Francophone communities outside Québec. It makes it very difficult – and in some cases impossible – for French language schoolboards to justify their applications to provincial or territorial authorities for additional schools, because they do not have the evidence that the “numbers warrant” them! The CSFCB knows this only too well: it spent weeks before the Supreme Court of British Columbia attempting to estimate the number of rights-holders under paragraph 23(1)b) and subsection 23(2) of the *Charter*, since Statistics Canada had not provided this data. Despite the efforts of the expert witnesses and the money invested, the trial judge concluded that it was impossible for her to estimate the number of children who are not counted by the Census. The judge did not trust the incomplete data that had been collected by Statistics Canada.<sup>29</sup> In concrete terms, for the CSFCB this meant it could not prove that the “numbers warrant” several new schools in British Columbia, a province where the schools that are built are far too small. The CSFCB notes that under subsection 91(6) of the *Constitution Act, 1867*,<sup>30</sup> the federal government has exclusive jurisdiction over the Census.

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<sup>26</sup> House of Commons Committee, *The Enumeration of Rights-Holders*, *supra*.

<sup>27</sup> CSFCB, 2016 at para 517.

<sup>28</sup> Senate, Senate Standing Committee on Official Languages, [\*Interim Report: French-Language Education in a Minority Setting: A Continuum from Early Childhood to the Postsecondary Level\*](#) (June 2005) at p v.

<sup>29</sup> CSFCB, 2016, *supra* at paras 519-569.

<sup>30</sup> *Constitution Act, 1867* (UK), 30 & 31 Vict, c 3, s 91(6) reprinted in RSC 1985, Appendix II, No 5.





[37] Even the British Columbia Ministry of Education has asked that the Census be modified so that it enumerates all rights-holders under section 23 of the *Charter* (see the letter of January 24, 2017 sent by Shanna Mason, Deputy Minister of Education in British Columbia, to the honourable Navdeep Bains, at **Appendix “H”**).

[38] The witnesses who appeared before the House of Commons Standing Committee were clear: “the short-form census questionnaire, which is sent out to 100% of the population, is the only format possible for enumerating rights-holders properly.”<sup>31</sup>

[39] Let us be clear: the numerical criterion set out in section 23 of the *Charter* (“where the number warrants”) depends on the enumeration of all rights-holders. This numerical criterion was established by the Supreme Court of Canada in *Mahé* in 1990, after the Official Languages Act was overhauled in 1988:

In my view, the relevant figure for s. 23 purposes is the number of persons who will eventually take advantage of the contemplated programme or facility. It will normally be impossible to know this figure exactly, yet it can be roughly estimated by considering the parameters within which it must fall – the known demand for the service and the total number of persons who potentially could take advantage of the service<sup>32</sup>.

À mon sens, le chiffre pertinent aux fins de l’art. 23 est le nombre de personnes qui se prévaudront en définitive du programme ou de l’établissement envisagés. Il sera normalement impossible de connaître le chiffre exact, mais on peut en avoir une idée approximative en considérant les paramètres dans lesquels il doit s’inscrire – la demande connue relative au service et le nombre total de personnes qui pourraient éventuellement se prévaloir du service.

[40] It was on this basis that the House of Commons Standing Committee on Official Languages recommended: “[t]hat the Government of Canada require Statistics Canada to include questions in the 2021 Census that would allow for the enumeration of all rights-holders under the broadest interpretation of paragraphs 23 (1) (a) and (b) and subsection 23 (2) of the *Canadian Charter of Rights and Freedoms*.”<sup>33</sup> Your Committee made a very similar recommendation in its report on the challenges associated with access to French-language schools and French immersion programs in British Columbia.<sup>34</sup>

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<sup>31</sup> House of Commons Committee, *The Enumeration of Rights-Holders*, *supra* at 11[emphasis added].

<sup>32</sup> *Mahé v Alberta*, [1990] 1 SCR 342 at 384 (reasons of Chief Justice Dickson on behalf of a unanimous court).

<sup>33</sup> House of Commons Committee, *The Enumeration of Rights-Holders*, *supra* at p 14.

<sup>34</sup> Senate Committee, *Horizon 2018*, *supra* at 58.





- [41] In September 2017, in response to the report of the House of Commons Standing Committee, the federal government only committed to ask “Statistics Canada to determine the best means of collecting quality data on rights-holders as identified by paragraphs 23 (1) (a) and (b) and subsection 23 (2) of the *Canadian Charter of Rights and Freedoms* to ensure an accurate enumeration of all rights-holders.”<sup>35</sup>
- [42] Despite the very clear reports of the House of Commons Standing Committee and the Senate Committee, Statistics Canada continues to resist its recommendation to enumerate all rights-holders under section 23 of the *Charter* by adding questions to the Census, citing “alternative” means of enumeration, such as a post-census study.<sup>36</sup> However, there is no alternative.
- [43] The only way to enumerate all the children who have at least one parent with rights under section 23 of the *Charter* is to ask the required questions of 100% of the population. If questions about the language of education are asked of only a percentage of the population, the CSFCB and the government of British Columbia will have to continue to attempt to extrapolate, based on data from this sample, the total numbers of members of these communities with rights under section 23 of the *Charter*. Sampling or modeling using data collected from a sample (as representative as it might be) do not make it possible to assert rights under section 23 of the *Charter* or to require their implementation.
- [44] Indeed, according to the Supreme Court of Canada, the question of whether the education offered to the minority is equivalent to that offered to the majority must be determined at the local level.<sup>37</sup> The implementation of section 23 therefore requires that the members of each local community be enumerated to determine what is “warranted” in a given community. In order to do this, it is necessary to determine the number of these individuals residing within a very specific geographical area (the catchment area of a school) and not merely to estimate their numbers and guess their geographic locations. Without counting all the children of rights-holders, it is impossible to determine what the “number warrants” under section 23 of the *Charter*.

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<sup>35</sup> Government response to the Report of the Standing Committee on Official Languages, signed by the Honourable Navdeep Bains, Minister of Innovation, Science and Economic Development and the Honourable Mélanie Joly, Minister of Canadian Heritage: “[The Enumeration of Rights-Holders Under Section 23 of the \*Canadian Charter of Rights and Freedoms\*: Toward a Census that Supports the \*Charter\*”.](#)”

<sup>36</sup> House of Commons, Standing Committee on Official Languages, [Evidence](#), 42nd Parl, 1st Sess, no 73 (3 October, 2017).

<sup>37</sup> *APÉ Rose-des-vents et Conseil scolaire francophone de la Colombie-Britannique v British Columbia (Education)*, 2015 SCC 21 at paras 36-37.



- [45] To illustrate the necessity to survey 100% of the population for the implementation of section 23 of the *Charter*, the CSFCB has attached to this document a map of the catchment area of École élémentaire Rose-des-Vents (K-6) in Vancouver (**Appendix “I”**) and a map of the catchment areas of the CSFCB schools in the Lower Mainland region (**Appendix “J”**) and a map of the catchment areas of the CSFCB schools in the Fraser Valley (**Appendix “K”**). The red dots on these maps show where CSFCB students lived in a given year.
- [46] Francophone school boards and provincial governments need to know the number of rights-holders under section 23 of the *Charter* for every catchment area, because that is how they and, if necessary, the courts, determine the numbers that warrants rights (or, in other words, what a community is entitled to under section 23).
- [47] This determination cannot be made without requiring 100% of the population to answer the relevant questions.
- [48] Although Statistics Canada is a government entity charged with developing and administering the Census, it is the Cabinet (the Governor in Council) that is ultimately responsible for determining the content of the Census of the population under section 21 of the *Statistics Act*.<sup>38</sup>
- [49] The CSFCB is therefore asking your Committee to use its study on the modernization of the *Official Languages Act* to recommend the addition of a section that specifically requires the Governor in Council to ensure that rights-holders under section 23 of the *Charter* are enumerated. The following is a draft version of such a section, for your consideration:

**Census**

When prescribing, by order under section 21 of the Statistics Act, the questions to be asked in a population census under section 19 of that Act, the Governor in Council includes questions that allow for the enumeration of all rights-holders under a large and liberal construction and interpretation of section 23 of the *Canadian Charter of Rights and Freedoms* as best ensures the attainment of its objects

**Recensement**

Lorsque le gouverneur en conseil prescrit par décret, en vertu de l'article 21 de la *Loi sur la statistique*, les questions à poser lors d'un recensement de la population fait en vertu de l'article 19 de cette loi, il inclut des questions permettant de dénombrer toutes les personnes ayant des droits en vertu de l'article 23 de la *Charte canadienne des droits et libertés*, dans son interprétation la plus large qui soit compatible avec la réalisation de son objet..

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<sup>38</sup> *Statistics Act*, RSC 1985, c S-19, s 21(1).



2 février 2017

**PAR COURRIEL**

L'honorable Harjit Singh Sajjan, c.p., député  
Ministre de la Défense nationale  
101, promenade Colonel By  
Ottawa (Ontario) K1A 0K2

**Objet : L'aliénation d'un terrain d'environ 500 acres par le ministère de la Défense nationale (« MDN ») sur le site Royal Roads, situé dans le Grand Victoria, représente une opportunité pour le Conseil scolaire francophone de la Colombie-Britannique (« CSF ») d'acquérir un site dont il a grandement besoin pour la construction d'une école élémentaire dans le secteur ouest du Grand Victoria**

**Le CSF demande d'être impliqué dans le processus d'aliénation du site Royal Roads dès maintenant afin de travailler conjointement avec le MDN de façon productive dès le début et ainsi éviter de reproduire les erreurs commises à Vancouver, où des sites fédéraux ont été vendus à la Société immobilière du Canada (« SIC ») sans que le CSF ait été consulté**

Monsieur le Ministre,

Le CSF est un conseil scolaire de langue française, financé par les fonds publics, qui offre l'enseignement élémentaire et secondaire de langue française garanti par l'article 23 de la *Charte canadienne des droits et libertés* (« Charte ») dans l'ensemble de la Colombie-Britannique. Au cours de l'année scolaire 2016-2017, environ 5 700 élèves sont inscrits dans les 37 écoles du CSF à travers la province.

L'école Victor-Brodeur, une école de langue française de la maternelle à la 12<sup>e</sup> année et qui dessert l'ensemble du Grand Victoria, n'a pas assez d'espace pour accueillir ses effectifs actuels et croissants. Comme décrit ci-dessous, le CSF a dû louer un important espace de débordement afin d'accommoder la demande à l'école Victor-Brodeur. De plus, l'école, située à Esquimalt, est trop loin des foyers d'un nombre important d'élèves et de familles francophones résidant dans la partie ouest du Grand Victoria, y compris Colwood, Langford et Sooke et, par conséquent, les trajets d'autobus sont très longs.

Le CSF s'intéresse énormément à l'achat d'une petite portion, d'environ 3 hectares/7,4 acres, du site Royal Roads à Colwood, un site bordé par le chemin Metchosin, le chemin Wishart, le chemin Sooke et la lagune d'Esquimalt. Le CSF suit avec beaucoup d'intérêt l'annonce récente de l'aliénation du site par le MDN. Vous trouverez à l'**annexe « A »** de cette lettre un article du

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**Conseil scolaire francophone de la Colombie-Britannique**

100 – 13511 Commerce Parkway, Richmond, (C.-B.) V6V 2J8 | T. 1-604-214-2600 | 1-888-715-2200 | F. 604-214-9881 | [info@csf.bc.ca](mailto:info@csf.bc.ca) | [www.csf.bc.ca](http://www.csf.bc.ca)

*Time Colonist* daté du 3 janvier 2017 annonçant l'aliénation du site : « DND to dispose of Royal Roads property; First Nations could benefit ».

Le CSF souhaite participer pleinement et activement au processus d'aliénation et de planification du site Royal Roads et souhaite ainsi contribuer à la vitalité de la communauté – la communauté francophone, mais aussi la collectivité en général. La vente d'une petite partie du site au CSF et la construction d'une école élémentaire du CSF aideraient à y développer un secteur florissant, quels que soient les plans élaborés pour le reste de ce très grand terrain. Le CSF demande d'être informé des nouvelles étapes de la cession de ce terrain et du processus de consultation. Le CSF souhaite également avoir une meilleure compréhension de l'échéancier proposé pour l'aliénation et comprendre comment le CSF peut être activement engagé dans ce processus.

Le CSF souhaite particulièrement éviter la situation regrettable qui s'est produite à Vancouver, où le site Jericho (l'ancienne garnison de Jericho), qui appartenait au MDN, et le site Fairmont (l'ancien quartier général de la Division E de la GRC) ont été cédés à la SIC et ses partenaires, avec une participation de 50 % chacun, sans tenir compte des besoins du CSF en matière de sites scolaires. Le CSF espère pouvoir participer, dès le début, au processus d'aliénation du site Royal Roads et souhaite que ce processus permette au CSF de continuer à accroître ses effectifs dans le Grand Victoria par le biais d'une nouvelle école de langue française située dans le secteur ouest, sur le site Royal Roads. Pour être tout à fait clair, le CSF cherche à s'engager directement avec le MDN en ce qui concerne ce site et ce aussitôt que possible. Le site ne devrait pas être transféré à la SIC avant que des discussions approfondies aient eu lieu entre le CSF et le MDN concernant l'intérêt du CSF d'acheter une partie du site.

Le CSF souligne également les responsabilités du gouvernement fédéral en vertu de la partie VII de la *Loi sur les langues officielles* afin d'accroître la vitalité et favoriser l'épanouissement des communautés francophones de la Colombie-Britannique.

Le CSF espère collaborer avec le MDN sur ce dossier dès que possible, avant que le site ne soit transféré à la SIC.

**L'école Victor-Brodeur, l'école M à 12 du CSF à Esquimalt, est la seule école de langue française à desservir Colwood, Langford, Sooke et tout le « West Shore » du Grand Victoria**

L'école Victor-Brodeur est l'école de la maternelle à la 12<sup>e</sup> année du CSF dans le Grand Victoria. Elle est située à Esquimalt, et son secteur de fréquentation est énorme ; il couvre le territoire desservi par les trois conseils scolaires anglophones du Grand Victoria : le « School District #61 (Victoria) » (« SD 61 »), le « School District #62 (Sooke) » (« SD 62 ») et le « School District #63 (Saanich) » (« SD 63 »).

L'école Victor-Brodeur a été fondée à l'origine pour répondre aux besoins des familles militaires francophones postées à Victoria. Dans les années 70, des membres des Forces canadiennes ont revendiqué l'ouverture d'une école de langue française. Ces efforts ont porté leurs fruits en 1973, alors que 33 élèves de la maternelle à la 6<sup>e</sup> année étaient inscrits à l'école, alors logée dans l'ancienne résidence de l'amiral Victor-Gabriel Brodeur. En 1977, l'école a officiellement été

nommée en son honneur. Vers 1978, le SD 61 a ouvert un programme public pour les élèves de la maternelle à la 7<sup>e</sup> année à la Uplands Elementary School pour les familles non militaires. En 1982, les effectifs francophones à Uplands Elementary School avaient atteint 48 élèves réparties dans deux classes. Le programme francophone de la Uplands Elementary School et le programme militaire ont été fusionnés en 1985. Les enfants des familles militaires ont dépendu – et dépendent toujours – du CSF et de l'école Victor-Brodeur pour avoir accès à une éducation en langue française dans le Grand Victoria.

Les effectifs de l'école Victor-Brodeur excèdent sa capacité depuis au moins l'année scolaire 2010-2011. Elle ne peut accueillir que 540 élèves. Pour l'année scolaire en cours (2016-2017), le CSF compte plus de 750 élèves dans le Grand Victoria. Au cours de l'année scolaire 2012-2013, une solution temporaire a été mise en place : le CSF a loué une partie d'un bâtiment scolaire voisin, qui abritait autrefois la Lampson Elementary School, afin d'accueillir une partie du surpeuplement à Victor-Brodeur. Plus récemment, en 2015-2016, le CSF a commencé à opérer une annexe supplémentaire de niveau élémentaire (de la maternelle à la 3<sup>e</sup> année) située dans la partie est du secteur de fréquentation de l'école Victor-Brodeur. Le CSF n'a pas de locaux d'enseignement supplémentaires dans la partie ouest du Grand Victoria (y compris Colwood, Langford et Sooke), qui est desservie exclusivement par l'école Victor-Brodeur.

Le CSF ne peut pas construire un agrandissement à l'édifice de l'école Victor-Brodeur et ne peut pas non plus ajouter une structure – permanente ou temporaire – sur le terrain afin d'augmenter la capacité de l'école. Quoi qu'il en soit, l'augmentation de la capacité à l'école Victor-Brodeur ne permettrait pas de répondre ni au défi que pose la taille énorme de la zone de fréquentation actuelle de l'école, ni au fait qu'un nombre important d'enfants font quotidiennement face à des trajets d'autobus d'une durée excessive. En effet, de nombreux enfants admissibles ne fréquentent pas l'école en raison de son emplacement éloigné et du temps qu'il leur faudrait pour se rendre à l'école. Une carte de la zone de fréquentation de l'école Victor-Brodeur se trouve à l'**annexe « B »** de la présente lettre. L'école Victor-Brodeur dessert actuellement l'ensemble de cette zone de fréquentation, c'est-à-dire les parties de la carte qui sont de couleur bleue, rose et jaune. Comme indiqué sur la carte, la section bleue, qui est la partie la plus à l'ouest de la zone de fréquentation de l'école Victor-Brodeur, est la zone de fréquentation proposée par le CSF pour une nouvelle école de la maternelle à la 7<sup>e</sup> année dans le secteur ouest du Grand Victoria.

Le CSF est actuellement incapable d'offrir une expérience éducative de qualité équivalente à celle offerte aux étudiants du SD 61, du SD 62 et du SD 63. Afin que le CSF puisse le faire, sa zone de fréquentation du Grand Victoria doit être divisée en de plus petites zones de fréquentation de niveau élémentaire. La zone de fréquentation proposée pour la partie ouest du Grand Victoria, desservie par une école élémentaire située à Colwood, où se trouve Royal Roads, permettrait au CSF d'offrir, au niveau élémentaire, une éducation en langue française homogène à l'intention des élèves habitant la partie ouest du Grand Victoria qui serait beaucoup plus près de chez eux qu'à l'heure actuelle. Le CSF continuerait, dans l'immédiat, d'offrir l'éducation en langue française homogène au niveau secondaire à l'école Victor-Brodeur, pour l'ensemble du Grand Victoria.

## **Le CSF cherche depuis 2009 à ouvrir une école élémentaire de langue française à l'ouest du Grand Victoria, afin de répondre aux besoins des élèves résidant à l'ouest du Grand Victoria**

Le CSF cherche à ajouter de la capacité, au niveau élémentaire, dans le secteur ouest du Grand Victoria depuis au moins l'année scolaire 2009-2010, soit lorsque le CSF a demandé, dans son plan d'immobilisations, une annexe à l'École Victor-Brodeur située à Victoria-ouest. Depuis l'année scolaire 2010-2011, le CSF demande, dans son plan d'immobilisations, une nouvelle école élémentaire à Victoria-ouest d'une capacité d'au moins 240 élèves (une école de 240 élèves a été demandée jusqu'en 2012-2013 et une école de 360 élèves est demandée depuis 2013-2014).

Il existe une énorme demande, connue et potentielle, pour l'éducation élémentaire en langue française à Victoria-ouest. Selon les données du recensement de 2011 – les meilleures données actuellement à la disposition du CSF – le nombre d'enfants résidants dans la zone de fréquentation proposée de Victoria-ouest admissibles à fréquenter une école de langue française se situe entre 502 et 927. Cependant, en 2014-2015, seuls 135 élèves de la maternelle à la 6<sup>e</sup> année habitant cette zone étaient inscrits à l'école Victor-Brodeur.

De plus, selon les mises à jour et les projections fondées sur le recensement canadien et sur les données produites par BC Stats, l'organisme provincial de statistique, le nombre d'enfants d'âge scolaire dans la zone de fréquentation proposée de Victoria-ouest est en croissance depuis 2011 et devrait continuer à augmenter jusqu'en 2026. Même la Cour suprême de la Colombie-Britannique, dans son récent jugement concernant l'éducation en langue française en Colombie-Britannique, appliquant une approche conservatrice pour déterminer si le nombre d'enfants justifie une école de langue française à Victoria-ouest, a conclu que 299 élèves seraient probablement inscrits dans cette école dans 10 ans<sup>1</sup>. Pour les raisons expliquées ci-dessus, ce nombre devrait être considéré comme le seuil minimal, qui sera certainement surpassé.

## **L'achat d'une partie du site Royal Roads constitue une occasion pour le CSF et le gouvernement de la Colombie-Britannique, avec l'aide du gouvernement fédéral, de mettre pleinement en œuvre l'article 23 de la Charte dans l'ouest du Grand Victoria**

Comme mentionné ci-dessus, le CSF cherche depuis longtemps un terrain bien situé à l'ouest de Victoria afin d'y construire une nouvelle école élémentaire de langue française pour mieux répondre aux besoins des enfants résidant à Colwood, Langford et Sooke, pour lesquels l'école Victor-Brodeur est tout simplement située trop loin. Une nouvelle école située à Colwood, sur le site Royal Roads, réduirait considérablement les temps de déplacement en autobus des élèves résidants à l'ouest du Grand Victoria. Par exemple, les temps de déplacement seraient très réduits pour les élèves vivants à Colwood et à Langford, ce qui aurait pour effet d'améliorer la qualité de l'expérience éducative en français offerts à ceux-ci. Une école sur le site Royal Roads réduirait aussi considérablement les temps de déplacement des élèves résidant à Sooke, pour lesquels le

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<sup>1</sup> *Conseil scolaire francophone de la Colombie-Britannique c Colombie-Britannique (Éducation)*, 2016 BCSC 1764, au paragraphe 4262 : « [...] I project that the Proposed East Victoria Programme could grow to about 275 students in its first 10 years. The West Victoria Programme will likewise grow to about 299 students. [...] ».



trajet d'autobus serait d'environ 10 km plus court dans chaque direction et éviterait une circulation quotidienne intense sur ces 10 km.

Le CSF comprend, basé sur l'information disponible publiquement concernant l'aliénation du site Royal Roads, que le MDN cherche à aliéner 500 acres de terrain sur ce site. Le CSF n'aurait besoin que d'une petite partie du site Royal Roads – environ 3 hectares/7,4 acres – pour construire une nouvelle école élémentaire de langue française. L'achat du site serait financé par le financement provincial en immobilisations du CSF. La province de la Colombie-Britannique est responsable du financement des installations scolaires requises en Colombie-Britannique en vertu de l'article 23 de la *Charte*. Une école élémentaire du CSF sur le site Royal Roads permettrait au CSF de rendre l'enseignement en français plus accessible dans l'ouest du Grand Victoria et ainsi de répondre adéquatement à l'impressionnante demande pour un enseignement en français dans cette région. Ceci permettrait également d'avoir une école francophone accessible dans l'ouest de Victoria pour les familles de militaires qui sont affectées à Victoria et qui souhaitent résider à l'ouest d'Esquimalt et du centre-ville de Victoria. En effet, le CSF comprend que les logements militaires principaux pour les personnes postées à la BFC Esquimalt sont situés à Belmont Park, à Colwood<sup>2</sup>. Enfin, la parcelle de terrain demeurerait un espace public, qui pourrait être apprécié et utilisé par la collectivité. La construction d'une école de langue française sur le site permettrait à tous les ordres de gouvernement et au CSF de se conformer à leurs obligations juridiques en matière d'éducation en langue française garantie par la Constitution ainsi qu'au développement des communautés francophones en Colombie-Britannique, et plus spécifiquement dans le Grand Victoria.

Le CSF comprend, basé sur l'information disponible publiquement concernant l'aliénation du site Royal Roads, que le gouvernement fédéral engage les Premières Nations Songhees et Esquimalt au sujet de ce projet de réaménagement. Le CSF est convaincu qu'il n'existe aucune raison de ne pas engager le CSF en même temps, surtout compte tenu de la très petite partie du site qui serait nécessaire pour une école du CSF, ainsi que de la nature de l'utilisation projetée pour cette petite portion. Le CSF se réjouirait également de la possibilité de collaborer avec les Premières Nations Songhees et Esquimalt afin de mieux intégrer une école élémentaire du CSF sur le site Royal Roads, incluant, p. ex., en ce qui concerne l'emplacement et l'architecture de l'édifice scolaire, ainsi que la possibilité de modifier le curriculum offert à l'école pour bien tenir compte des cultures de ces deux Premières Nations.

Le CSF demande donc que le MDN l'engage directement – et dès que possible – dans le processus d'aliénation et d'aménagement. Le CSF cherche également à en savoir plus sur l'échéancier envisagé pour l'aliénation et à comprendre comment le CSF peut participer activement à ce processus. Le plus rapidement le CSF obtient des renseignements détaillés au sujet de parcelles qu'il pourrait potentiellement acquérir afin d'y construire une école élémentaire, le plus tôt il pourra préparer des soumissions détaillées au gouvernement provincial concernant ce projet et engager le gouvernement provincial dans des discussions détaillées au sujet du financement de ce projet.

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<sup>2</sup> <http://esquimaltmfrc.com/relocation/cfb-esquimalt/>

Comme indiqué ci-dessus, le CSF souhaite éviter une répétition de la situation regrettable qui s'est produite à Vancouver concernant les sites Jericho et Fairmont. Comme vous le savez peut-être maintenant, le CSF tente d'acquérir des terrains pour des établissements scolaires à Vancouver depuis le milieu des années 2000, mais n'a pas été inclus dans le processus d'aliénation de ces deux sites. Les sites Jericho et Fairmont ont été cédés (par le MDN dans le cas du site Jericho) à la SIC et à ses partenaires sans consultation avec le CSF. Le CSF a alors été obligé de commencer à partir de zéro avec des consultations avec la SIC, dans un contexte dans lequel le gouvernement fédéral ne détient plus une participation majoritaire sur ces biens immobiliers. Le CSF aimerait être impliqué dans le processus d'aliénation du site Royal Roads dès maintenant, afin de travailler conjointement avec le MDN de façon productive et d'éviter de reproduire les erreurs commises à Vancouver. Le site Royal Roads ne devrait pas être transféré à la SIC sans que le besoin du CSF pour un site scolaire dans l'ouest du Grand Victoria n'ait été pris en compte.

Le CSF attend de vos nouvelles avec impatience. Veuillez s'il vous plait communiquer avec le secrétaire-trésorier du CSF, Sylvain Allison, concernant tout aspect de la présente lettre. Il peut être joint au 778-229-3496 ou au 604-214-2606, ou par courriel à l'adresse [sallison@csf.bc.ca](mailto:sallison@csf.bc.ca).

Veuillez agréer, Monsieur le Ministre, mes salutations distinguées.



Marie-France Lapierre  
Présidente

Copies            Marc-André Ouellette, conseiller, région du Sud de l'île de Vancouver, du CSF  
                      Sylvain Allison, secrétaire-trésorier du CSF

Pièces            **Annexe « A »** : article du *Times Colonist*, daté du 3 janvier 2017, "DND to dispose of Royal Roads property; First Nations could benefit"

**Annexe « B »** : carte de la zone de fréquentation de l'École Victor-Brodeur (M à 12), incluant la zone de fréquentation proposée du CSF pour Victoria Ouest de la maternelle à la 7<sup>e</sup> année (en bleu)







February 2, 2017

**BY EMAIL**

The Honorable Harjit Singh Sajjan, PC, MP  
Minister of National Defence  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2

**Subject : The disposal of approximately 500 acres of land by the Department of National Defence ("DND") at the Royal Roads site in Greater Victoria presents an opportunity for the Conseil scolaire francophone de la Colombie-Britannique ("CSF") to purchase a much-needed elementary school site in western Greater Victoria**

**The CSF requests to be involved in the Royal Roads site disposal process from this early date, in order to work together productively with DND from the beginning, and to avoid reproducing the mistakes made in Vancouver, where federal sites were sold to the Canada Lands Company ("CLC") without consulting the CSF**

Minister Sajjan:

The CSF is a publicly funded French-language school board that provides the French-language elementary and secondary education guaranteed by section 23 of the *Canadian Charter of Rights and Freedoms* ("Charter") throughout British Columbia. In the 2016-2017 school year, approximately 5,700 students were enrolled in 37 CSF schools across the province.

École Victor-Brodeur, the CSF's French-language kindergarten to grade 12 school that serves all of Greater Victoria, lacks space to accommodate its current and growing student enrolment. As described below, significant overflow space has been rented in order to accommodate enrolment at École Victor-Brodeur. Moreover, École Victor-Brodeur, located in Esquimalt, is located far from the homes of many francophone students and families residing in the western part of Greater Victoria, including in Colwood, Langford, and Sooke, and school bus travel times from their homes to École Victor-Brodeur are long.

The CSF is very interested in purchasing a small, approximately 3 hectare/7.4-acre portion of the Royal Roads site in Colwood, a site bordered by Metchosin Road, Wishart Road, Sooke Road and the Esquimalt Lagoon. The CSF has followed the recent announcement of the disposal of the site by DND with great interest. Attached as **Schedule "A"** to this letter is the January 3, 2017 Time

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**Conseil scolaire francophone de la Colombie-Britannique**

100 – 13511 Commerce Parkway, Richmond, BC V6V 2J8 | T. 1-604-214-2600 | 1-888-715-2200 | F. 604-214-9881 | [info@csf.bc.ca](mailto:info@csf.bc.ca) | [www.csf.bc.ca](http://www.csf.bc.ca)

Colonist article announcing the disposal of the site: "DND to dispose of Royal Roads property; First Nations could benefit".

The CSF wishes to participate fully and actively in the disposal and planning process for the Royal Roads site and wishes to contribute to the vitality of the community – the francophone community and the broader community – through its participation. The sale of a small portion of the site to the CSF and the construction of a CSF elementary school would help develop a thriving area at the Royal Roads site, regardless what plans are developed for the rest of the very large site. The CSF requests to be informed of further steps in the disposal of Royal Roads and the consultation process. The CSF also wishes to acquire a greater understanding of the proposed timeline for the disposal and understand how the CSF can actively be engaged in the process.

The CSF especially wishes to avoid the unfortunate situation that occurred in Vancouver, where the Jericho site (the former Jericho Garrison), which belonged to DND, and the Fairmont site (the former RCMP "E" Division Headquarters) were divested to the Canada Lands Company and its joint venture partners, with a 50% stake each, without taking into account the CSF's need for school sites. The CSF hopes that it can be involved in the Royal Roads disposal process from an early stage, and that this process will allow the CSF to continue the steady and impressive enrolment growth it has seen in Greater Victoria, in a new French-language school in the western part of Greater Victoria, on the Royal Roads site. To be fully clear, the CSF seeks to engage with DND directly regarding this site, and as soon as possible. The site should not be transferred to CLC before full discussions take place between the CSF and DND regarding the CSF's interest in purchasing a portion of the site.

The CSF also underlines the federal government's responsibilities under Part VII of the *Official Languages Act* to enhance the vitality and support the development of French-language communities in British Columbia.

The CSF looks forward to working with DND on this file as soon as possible, before the site is transferred to CLC.

**École Victor-Brodeur, the CSF's K-12 school in Esquimalt, is the only French-language school that serves Colwood, Langford, Sooke, and the entire West Shore**

École Victor-Brodeur is the CSF's kindergarten to grade 12 French-language school in Greater Victoria. It is located in Esquimalt, and its catchment area is enormous, covering the territory served by three English-language school districts in Greater Victoria: School District #61 (Victoria) ("SD 61"), School District #62 (Sooke) ("SD 62"), and School District #63 (Saanich) ("SD 63").

École Victor-Brodeur originally opened to respond to the needs of French-speaking military families posted in Victoria. In the 1970s, members of the Canadian Forces lobbied for the opening of a French-language school. These efforts bore fruit in 1973, as 33 kindergarten to grade 6 students attended the school, which was then housed in the former residence of Admiral Victor-Gabriel Brodeur; in 1977, the school was formally named in his honour. In or about 1978, SD 61

opened a public program for students from kindergarten to grade 7 at Uplands Elementary, for non-military families. By 1982, the Uplands Elementary program had grown to 48 students split between two classes. The Uplands Elementary program and the military's program were amalgamated in 1985. Children from military families have depended on, and will continue to depend on, École Victor-Brodeur and the CSF in order to receive their education in French in Greater Victoria.

École Victor-Brodeur has been operating over capacity since at least the 2010-2011 school year. École Victor-Brodeur only has capacity for 540 students. In the 2016-2017 school year, over 750 CSF students are enrolled in Greater Victoria. During the 2012-2013 school year, a temporary solution was implemented: the CSF rented part of a nearby school building, which formerly housed the Lampson Elementary School, in an attempt to accommodate some of the student overflow at École Victor-Brodeur. More recently, in 2015-2016, the CSF began operating an additional primary school annex (K-3) to École Victor-Brodeur in a rented school facility in the eastern part of the École Victor-Brodeur's catchment area. The CSF has no additional education space in the western part of Greater Victoria (including Colwood, Langford, and Sooke), which is served exclusively by École Victor-Brodeur.

The CSF cannot add to the current École Victor-Brodeur facility, nor add any additional structure, permanent or temporary, on the site in order to increase the school's capacity. In any event, increasing capacity at École Victor-Brodeur would not address the great size of the school's current catchment area, and the fact that many children attending the school must travel an inordinate length of time by bus every day. In fact, many eligible children do not attend the school because of its distant location and the time it would take to travel to and from the school. Attached as **Schedule "B"** to this letter is the map of the current École Victor-Brodeur catchment area. École Victor-Brodeur currently serves the entire catchment area – i.e., the parts of the map that are coloured blue, pink, and yellow. As indicated on the map, the blue section, which is the westernmost part of the École Victor-Brodeur catchment area, is the CSF's proposed Victoria West K-7 catchment area.

The CSF is currently unable to offer an educational experience of equivalent quality to that offered to students of SD 61, SD 62, and SD 63. In order for the CSF to do so, its current Greater Victoria catchment area must be divided into smaller catchment areas to serve its elementary school aged population. The CSF's proposed Victoria West K-7 catchment area, with an elementary school located in Colwood, where Royal Roads is located, would permit the CSF to offer homogeneous French-language elementary education much closer to home for students living in the western part of Greater Victoria. The CSF would continue, for the immediate future, to offer secondary-level homogeneous French-language instruction at École Victor-Brodeur for all of Greater Victoria.

**The CSF has been seeking to add an additional French-language elementary school in Victoria West to respond to the needs of students in western Greater Victoria since 2009**

The CSF has been seeking to add elementary school capacity in Victoria West since at least the 2009-2010 school year, when the CSF requested in its capital plan an annex to École Victor-Brodeur, to be located in Victoria West. Since the 2010-2011 school year, the CSF has requested,



in its capital plan, a new elementary school in Victoria West, with a capacity of at least 240 students (a 240-student capacity school was requested until 2012-2013, and a 360-student capacity school has been requested since 2013-2014).

In Victoria West, there is tremendous known and potential demand for French-language elementary education. Based on 2011 Census data – the best data currently available to the CSF – the number of children admissible to a French-language school living in the CSF’s proposed Victoria West catchment was between 502 and 927. However, in 2014-2015, only 135 K-6 students residing in the proposed Victoria West catchment area were enrolled at École Victor-Brodeur.

Also, according to updates and projections based on the Canadian Census and on data generated by BC Stats, the provincial statistical agency, the number of school-aged children in the CSF’s proposed Victoria West catchment area has grown since 2011 and is projected to grow to 2026. Even the Supreme Court of British Columbia, in its recent judgment regarding French-language education in British Columbia, applying a restrictive approach to the test to determine whether numbers warrant a French-language school in Victoria West, determined that 299 students would likely be enrolled in such a school in 10 years.<sup>1</sup> For the reasons explained above, and based on the 2011 Census, this number should be considered as a baseline and will most certainly be higher.

**Purchasing a portion of the Royal Roads site constitutes an opportunity for the CSF and the government of British Columbia to fully implement section 23 of the *Charter* in Victoria West, with the assistance of the federal government**

As mentioned above, the CSF has been searching for a well-located site in Victoria West for the construction of a new French-language elementary school, in order to better respond to the needs of students residing in Colwood, Langford, and Sooke, for whom École Victor-Brodeur is located too far from home. A new school located in Colwood, on the Royal Roads site, would very significantly reduce school bus travel times for students residing in Victoria West. For example, travel times would very significantly reduce for students living in Colwood and Langford, and as a result the overall quality of the French-language educational experience offered to them would improve. A school on the Royal Roads site would also significantly reduce travel times for students residing in Sooke, whose bus trip would be approximately 10 km shorter in each direction, and would avoid daily heavy traffic on those 10 km.

Based on the CSF’s understanding of the publicly-available information regarding the disposal of the Royal Roads site, DND seeks to dispose of approximately 500 acres of land at the Royal Roads site. The CSF would only require a small portion of the Royal Roads site – approximately 3 hectares/7.4 acres – in order to build a new French-language elementary school. The site purchase would be funded through the CSF’s provincial capital funding. The province of British Columbia is responsible for funding the school facilities required by section 23 of the *Charter* in British Columbia. A CSF elementary school on the Royal Roads site would allow the CSF to make

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<sup>1</sup> *Conseil scolaire francophone de la Colombie-Britannique v. British Columbia (Education)*, 2016 BCSC 1764, at paragraph 4262: “... I project that the Proposed East Victoria Programme could grow to about 275 students in its first 10 years. The West Victoria Programme will likewise grow to about 299 students. ...”

French-language education more accessible in Victoria West, and to respond properly to the impressive demand for French-language education in Greater Victoria. It would also provide an accessible French-language school in Victoria West for military families being posted in Victoria who wish to reside west of Esquimalt and central Victoria. Indeed, the CSF understands that Belmont Park, in Colwood, is the primary military housing area for persons posted to CFB Esquimalt.<sup>2</sup> Finally, the parcel of land would remain a public space to be used and enjoyed by the broader community. Building a French-language school on the site would allow all levels of government and the CSF to comply with their legal obligations regarding constitutionally-guaranteed French-language education, and the development of French-speaking communities, in British Columbia, and more specifically in Greater Victoria.

The CSF understands from the publicly available information regarding the disposal of the Royal Roads site that the federal government is engaging with the Songhees and Esquimalt First Nations regarding the sites. The CSF is confident that there is no reason not to engage the CSF at the same time, especially given the very small portion of the site that would be needed for a CSF school, as well as the nature of the use to which that small portion would be used. The CSF would also very much welcome the opportunity to work with the Songhees and Esquimalt First Nations regarding how a CSF elementary school could best be incorporated into the Royal Roads site, including, e.g., as regards the placement of the school facility on the site and the school's architecture, as well as the possibility of modifying the curriculum offered at the school in order to properly take into account the cultures of both First Nations.

The CSF therefore requests that DND directly engage the CSF in the disposal and development process at the earliest opportunity. The CSF also seeks to acquire a greater understanding of the proposed timeline for the disposal and to understand how the CSF can actively be engaged in the process. The earlier the CSF has detailed information regarding possible parcels on the site that it could purchase for the construction of an elementary school, the sooner it can prepare detailed submissions to the provincial government regarding the project, and engage the provincial government in detailed project funding discussions.

As mentioned above, the CSF wishes to avoid repeating the unfortunate situation that occurred in Vancouver, regarding the Jericho and Fairmont sites. As you may now know, the CSF has been trying to acquire land for school sites in Vancouver since the mid-2000s, and was not included in the process to dispose of the federally owned Jericho or Fairmont sites. Both of those sites were disposed of (by DND, in the case of the Jericho site) to CLC and its joint venture partners without consultation with the CSF. The CSF was then obliged to start from scratch with consultations with CLC, in a context in which the federal government no longer owns a majority stake in the properties. The CSF would like to be involved in the Royal Roads site disposal process from this early date, in order to work together productively from the beginning, and to avoid reproducing the mistakes made in Vancouver. The Royal Roads site should not be transferred to CLC without first fully taking into account the CSF's need for a school site in Victoria West.

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<sup>2</sup> <http://esquimaltmfrc.com/relocation/cfb-esquimalt/>

The CSF looks forward to hearing from you as soon as possible. Please communicate with the CSF's Secretary-Treasurer, Sylvain Allison, with respect to any aspect of this letter; he can be reached at 778-229-3496 or 604-214-2606, or by e-mail at [sallison@csf.bc.ca](mailto:sallison@csf.bc.ca).

Yours truly,

A handwritten signature in black ink, appearing to read 'M. Lapierre', is centered on a light gray rectangular background.

Marie-France Lapierre  
President

cc. Marc-André Ouellette, Southern Vancouver Island Trustee, CSF  
Sylvain Allison, Secretary-Treasurer, CSF

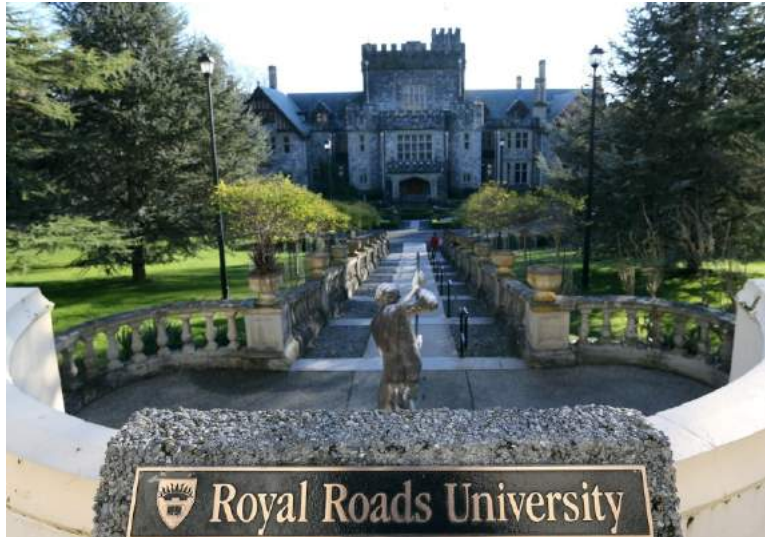
Encl. **Schedule "A"**: January 3, 2017 Times Colonist article, "DND to dispose of Royal Roads property; First Nations could benefit"

**Schedule "B"**: Map of the École Victor-Brodeur (K-12) catchment area, including the CSF's proposed Victoria West K-7 catchment area (in blue)

## DND to dispose of Royal Roads property; First Nations could benefit

[Amy Smart](#) / Times Colonist

January 3, 2017 11:59 AM



The Department of National Defence and the Songhees say they are committed to the continued operation of Royal Roads University. Photograph By ADRIAN LAM, Times Colonist

The Department of National Defence is preparing to dispose of its Royal Roads property, which puts the future of the massive green space in question and could mean a significant gain for the Songhees and Esquimalt Nations.

DND no longer has an operational need for the property and is “considering various options for its disposal,” public affairs officer Jessica Lamirande said Tuesday.

It is engaging with Songhees and Esquimalt Nations, which have expressed interest in the property and identified it as a core part of their claimed traditional territories, she said.

“Regardless of the end result, we are committed to supporting the continued operations of Royal Roads University in its current location. We are sensitive to the importance of Royal Roads University and the heritage buildings and will work to accommodate this in the future vision for this property,” Lamirande said.

Songhees Chief Ron Sam said if an agreement is reached, it could mark the end of a 24-year modern treaty negotiation.

“We’re not after Royal Roads University, we’re looking at the lands surrounding the university. My understanding is there’s about 500-plus acres of land at Royal Roads and that’s really what the Songhees Nation is looking at.

“We know we won’t end up with all of it, but we figure there’s substantial enough land there to accommodate Songhees in the treaty process from the federal side of the table.”

Songhees has about 126 acres of land within its territory, including its reserve and islands.

Sam said it’s too early to say what the First Nations would do with the land, if acquired.

“If we do acquire it, we’ll be sitting down to see what areas can be developed, what areas people have labelled as green space, what our dreams and aspirations are and working together to — I can’t say it enough — make it work for everyone,” Sam said.

Development would likely involve co-operation with the university to expand its facilities, rather than bulldozing the forest for a residential development or mall, Sam said.

Katharine Harrold, vice-president of communications and advancement for Royal Roads University, said the university has been assured its operations won’t be affected.

It has 83 years remaining on a 99-year lease with DND, she said.

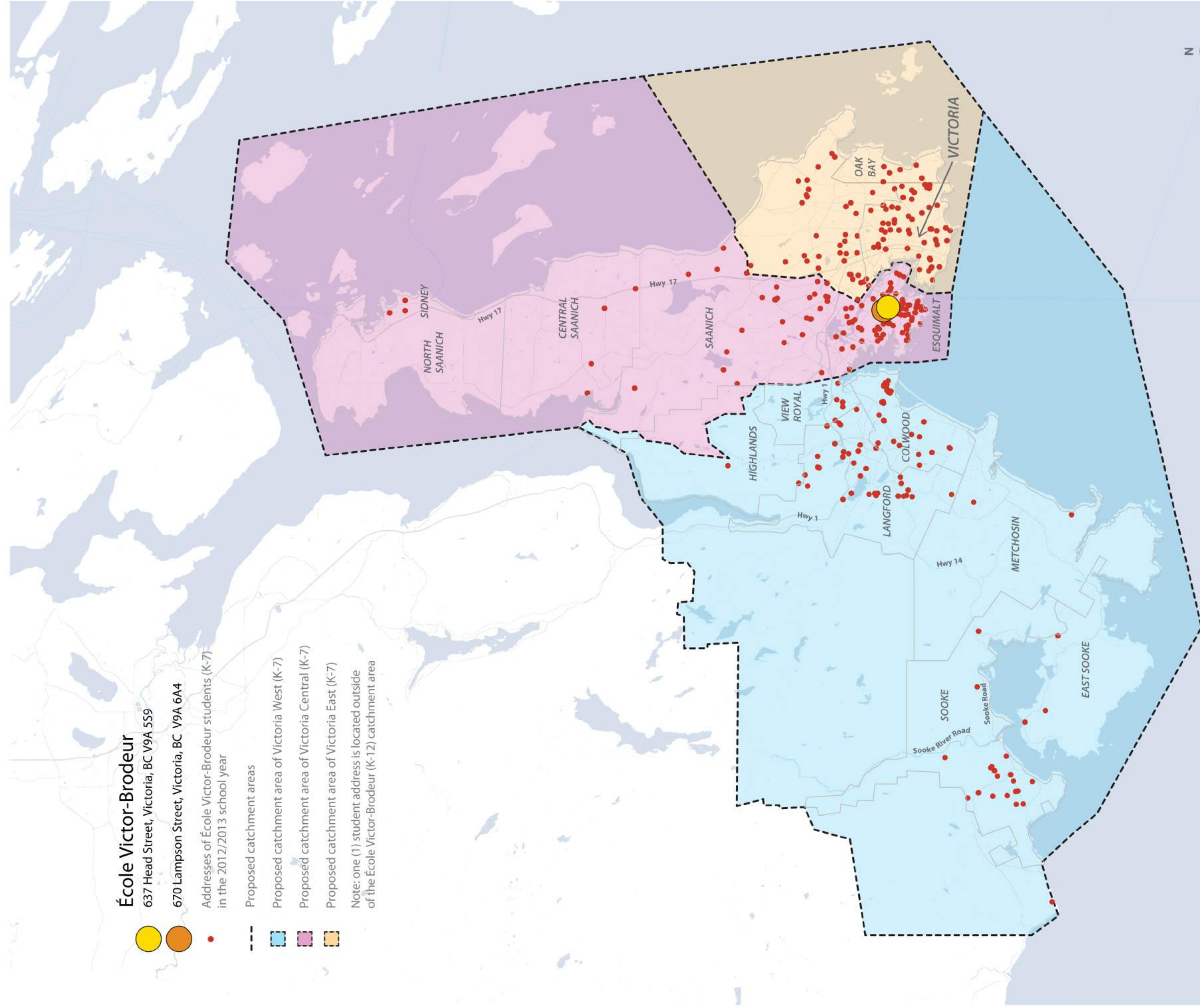
Esquimalt Nation Chief Andy Thomas could not be reached for comment.

[asmart@timescolonist.com](mailto:asmart@timescolonist.com) (<mailto:asmart@timescolonist.com>)

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- École Victor-Brodeur**  
637 Head Street, Victoria, BC V9A 5S9
  - 670 Lampson Street, Victoria, BC V9A 6A4
  - Addresses of École Victor-Brodeur students (K-7) in the 2012/2013 school year
  - Proposed catchment areas
  - Proposed catchment area of Victoria West (K-7)
  - Proposed catchment area of Victoria Central (K-7)
  - Proposed catchment area of Victoria East (K-7)
- Note: one (1) student address is located outside of the École Victor-Brodeur (K-12) catchment area



Map 2 of 5:

## Proposed catchment areas for CSF elementary students in Greater Victoria (K-7)





National Defence

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

Défense nationale

Quartier général de la Défense nationale  
Ottawa (Ontario)  
K1A 0K2

Ms. Marie-France Lapierre  
Conseil scolaire francophone de la Colombie-Britannique  
100 – 13511 Commerce Parkway  
Richmond, BC V6V 2J8



Dear Ms. Lapierre :

Thank you for your correspondence of 2 February 2017 outlining the Conseil scolaire francophone de la Colombie-Britannique's (CSF) interest in acquiring a portion of the Royal Roads property in Greater Victoria, British Columbia (the "Property"). I apologize for the delay in responding.

The Royal Roads Property has been identified as surplus to the operational needs of the Department of National Defence ("DND"). As such, DND will be considering options leading to the eventual disposition of all or part of the Property. DND is currently focused on gathering information on the Property and identifying potentially interested parties, which makes your correspondence timely.

Given your interest and DND's ongoing desire to take positive measures aimed at enhancing the vitality of official language minority communities in Canada, we would be pleased to meet with you to discuss some of the specifics associated with your interest in the Property. Officials from DND will be in contact with your organization shortly.

I have taken the liberty to copy the Ministry of Education of the Province of British Columbia, with whom I am assuming your organization has been, or will soon be, in contact in relation with the furtherance of your interest in the Property. Thank you for your interest.

Sincerely,

Elizabeth Van Allen  
Assistant Deputy Minister, Infrastructure and Environment

cc. Dave Byng, Deputy Minister of Education, Province of British Columbia





Le 23 janvier 2018

## PAR COURRIEL

Elizabeth Van Allen  
Sous-ministre adjointe (Infrastructure et environnement)  
Ministère de la Défense nationale  
101, promenade Colonel By  
Ottawa (Ontario) K1A 0K2

**Re : Réponse du Conseil scolaire francophone de la Colombie-Britannique (« CSF ») à la lettre du ministère de la Défense nationale (« MDN ») du 21 juin 2017 concernant le processus d'aliénation du site Royal Roads et deuxième demande du CSF de travailler conjointement avec le MDN en vue de lui permettre d'acquérir une portion du site Royal Roads dans le but d'y construire une nouvelle école élémentaire**

Madame Van Allen,

Le CSF donne suite à votre lettre du 21 juin 2017, qui répondait à sa lettre du 2 février 2017.

Le CSF réitère qu'il veut acquérir une petite portion du site Royal Roads afin d'y construire une nouvelle école élémentaire. Le CSF demande également, à nouveau, d'être directement impliqué dans chaque étape du processus d'aliénation du site fédéral et d'être consulté à propos de ses besoins par rapport à ce site.

Premièrement, dans votre lettre du 21 juin 2017 il était indiqué que le MDN allait « prendre des mesures positives visant à rehausser la vitalité des communautés de langue officielle en milieu minoritaire » en rencontrant le CSF afin de « discuter des spécificités associées avec [ses] intérêts pour le [site Royal Roads] ». (Nous notons au passage que votre lettre a été envoyée au CSF en anglais seulement, alors que la lettre du CSF était rédigée dans les deux langues. Cette citation est une traduction officieuse de l'extrait pertinent de votre lettre, rédigée en anglais.) Votre lettre du 21 juin 2017 indiquait que des représentants du MDN communiqueraient avec le CSF. Toutefois, à la date de rédaction de la présente, le CSF n'a pas encore reçu de nouvelles de représentants du MDN. Le CSF demande donc qu'une rencontre entre le MDN et le CSF soit organisée aussitôt que possible. Veuillez s'il vous plaît demander à votre personnel de contacter le Secrétaire-trésorier du CSF, M. Sylvain Allison, au 778-229-3496 ou au 604-214-2606, ou par courriel à l'adresse suivante : [sallison@csf.bc.ca](mailto:sallison@csf.bc.ca).

Deuxièmement, le CSF aimerait porter à votre attention que le 31 mai 2017, le Comité sénatorial permanent des langues officielles a publié un rapport décrivant les défis majeurs auxquels fait face la communauté de langue française en Colombie-Britannique, notamment en ce qui a trait à

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**Conseil scolaire francophone de la Colombie-Britannique**

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l'acquisition de terrains fédéraux. Le rapport du Comité sénatorial, intitulé *Horizon 2018 : Vers un appui renforcé à l'apprentissage du français en Colombie-Britannique* (disponible en ligne à l'adresse électronique suivante : [https://sencanada.ca/content/sen/committee/421/OLLO/reports/OLLO\\_2017-03-29\\_Interactive\\_f.pdf](https://sencanada.ca/content/sen/committee/421/OLLO/reports/OLLO_2017-03-29_Interactive_f.pdf)), souligne le rôle du gouvernement fédéral d'assurer le respect intégral des droits constitutionnels en éducation, tant en vertu de la partie VII de la *Loi sur les langues officielles* (« LLO ») qu'en vertu de l'article 23 de la *Charte* elle-même. Le Comité sénatorial recommande, particulièrement au regard de l'acquisition des terrains fédéraux excédentaires, que le gouvernement fédéral soutienne les efforts du CSF d'acquérir des terrains en vue d'améliorer les services éducatifs en français. La première recommandation du Comité sénatorial (sur dix-sept recommandations au total), porte sur cette question :

Recommandation 1 :

Que la ministre des Services publics et de l'Approvisionnement :

(a) intervienne dès maintenant auprès de la Société immobilière du Canada Ltée, en collaboration avec le ministère de l'Éducation de la Colombie-Britannique et de la ville de Vancouver, pour faire valoir les besoins du *Conseil scolaire francophone de la Colombie-Britannique* à Vancouver, à l'ouest de la rue Main, pour assurer l'acquisition rapide de terrains actuellement détenus à 50 % par la Société immobilière du Canada Ltée, afin d'y construire deux écoles qui répondront aux besoins de la communauté francophone de Vancouver.

(b) adopte un règlement enjoignant les institutions fédérales à tenir compte des intérêts et des besoins des écoles de la minorité de langue officielle lors de la vente ou de la cession de biens mobiliers et immobiliers, d'ici 2018<sup>1</sup>. (Nous soulignons)

Recommendation 1:

That the Minister of Public Services and Procurement:

(a) intervene with Canada Lands Company Ltd., engaging with British Columbia's Ministry of Education and the City of Vancouver to advocate for the need of the *Conseil scolaire francophone de la Colombie-Britannique* in Vancouver, west of Main Street, to promptly acquire lands that are currently 50% owned by Canada Lands Company Ltd. to build two schools that will meet the needs of Vancouver's francophone community; and

(b) adopt regulations requiring federal institutions to take into account the interests and needs of official language minority schools in the sale or transfer of real and personal property, by 2018. (Emphasis added)

En novembre 2017, le gouvernement fédéral a répondu au rapport du Comité sénatorial<sup>2</sup>. Dans sa réponse (disponible en ligne à l'adresse électronique suivante : <https://sencanada.ca/content>

<sup>1</sup> Voir page 58 du rapport du Comité sénatorial

<sup>2</sup> La réponse du gouvernement fédéral a été signée par l'honorable Jean-Yves Duclos (Ministre de la Famille, des Enfants et du Développement social), l'honorable Ahmed Hussen (Ministre de

[/sen/committee/421/OLLO/reports/R%C3%A9pducouv\\_OLLOHorizon2018\\_f.pdf](#)), le gouvernement fédéral a indiqué qu'il « appuie le besoin du [CSF] d'obtenir des terres pour la construction d'une école de langue française ». Par ailleurs, le gouvernement fédéral a précisé que l'enjeu des terrains fédéraux de Jericho et Heather Street à Vancouver « a donné l'occasion au gouvernement de rappeler à toutes les institutions fédérales qu'elles doivent se conformer à la *Directive sur la vente ou le transfert des biens immobiliers excédentaires* du Secrétariat du Conseil du Trésor. Selon la Directive, les communautés de langue officielle en situation minoritaire sont considérées comme un intervenant dont les besoins doivent être pris en compte, qu'il s'agisse de l'aliénation courante ou stratégique des terres fédérales ».

Ainsi, le MND doit agir immédiatement pour travailler conjointement avec le CSF afin de déterminer comment répondre à ses besoins en lien avec le site Royal Roads.

Troisièmement, depuis la lettre du CSF du 2 février 2017, il a suivi avec intérêt les événements entourant l'avenir du site Royal Roads. Malgré que le MDN n'a pas encore cédé ce bien-fonds, des parties intéressées au réaménagement du site Royal Roads s'engagent déjà dans des ententes de collaboration à l'égard de son avenir, sans que les besoins du CSF ne soient pris en compte.

Notamment, en mars 2017, la Première Nation Songhees et la municipalité de Colwood ont signé un protocole d'entente (« protocole ») relatif à l'aménagement futur du site Royal Roads. Le protocole, signé par le chef de la Première Nation Songhees et le maire de la municipalité de Colwood, est joint à cette lettre à **l'annexe A**. De la même façon, la Première Nation Songhees et l'Université Royal Roads ont elles aussi signé un protocole détaillant un cadre de fonctionnement pour coopérer à l'avenir relatif à l'aménagement du site Royal Roads. Le protocole entre la Première Nation Songhees et l'Université Royal Roads est joint à cette lettre à **l'annexe B**.

Bien que le CSF soit heureux que les Premières Nations soient reconnues et incluses dans ces négociations, au fur et à mesure que les ententes détaillées ci-dessus sont signées, le CSF voudrait rappeler au gouvernement fédéral ses obligations en vertu de la partie VII de la LLO, ainsi que les recommandations du Comité sénatorial dans son rapport de mai 2017 (ci-haut) et de la réponse du gouvernement au rapport du Comité de novembre 2017. Ainsi, le CSF demande à nouveau que le gouvernement fédéral l'invite à participer aux discussions entourant l'aliénation du site Royal Roads. Le CSF réclame l'aide du MDN à cet égard, car il ne bénéficie pas du même réseau dans la région du Grand Victoria que la Première Nation Songhees, la municipalité de Colwood, et l'Université Royal Roads.

Par ailleurs, le CSF souhaite éviter que la situation regrettable qui s'est produite à Vancouver vis-à-vis les sites fédéraux de Jericho et de la rue Heather Street - sites qui font l'objet des recommandations du comité sénatorial et de la réponse du gouvernement fédéral citées plus haut, ne se répète. Comme vous le savez, le CSF tente de construire au moins une école à Vancouver depuis l'an 2000. Le CSF n'a pas été inclus dans le processus d'aliénation des sites fédéraux de Jericho et de la rue Heather. Ces deux sites ont été cédés (le site fédéral de Jericho a été cédé par le MDN) à la Société immobilière du Canada (« SIC ») et à trois Premières nations partenaires. Cela s'est produit sans consultation avec le CSF, malgré l'intérêt de la province de la Colombie-

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l'Immigration, des Réfugiés et de la Citoyenneté), l'honorable Mélanie Joly (Ministre du Patrimoine canadien), et l'honorable Carla Qualtrough (Ministre des Services publics et Approvisionnement Canada)

Britannique et du CSF, communiqué à répétition, d'acquérir de petites portions des deux sites dans le but d'y construire des écoles. En conséquence, le CSF s'est vu obligé de recommencer les discussions avec la SIC, dans un contexte où le gouvernement fédéral ne possédait plus un intérêt propriétaire majoritaire dans ces deux propriétés. Ainsi, afin d'éviter les erreurs commises à Vancouver, le CSF souhaite être impliqué dans le processus d'aliénation du site Royal Roads et de travailler ensemble dès maintenant de façon productive. Le site Royal Roads ne devrait pas être aliéné par le MDN sans que la province et le CSF n'aient une chance d'acheter une petite partie de ce site pour que le CSF puisse y construire une école desservant le secteur ouest du Grand Victoria. La partie VII de la LLO n'exige rien de moins.

Le CSF vous remercie de toute l'attention que vous donnerez à cette lettre.

Veuillez agréer, Madame Van Allen, l'expression de nos sentiments les meilleurs.



Marie-France Lapierre  
Présidente

Copie : Sylvain Allison, Secrétaire-trésorier, CSF

Pièces jointes : **Annexe A** : Protocole d'entente d'avril 2017 entre la Première Nation Songhees et la municipalité de Colwood, relatif à l'avenir du site Royal Roads

**Annexe B** : Protocole d'entente d'avril 2017 entre la Première Nation Songhees et l'Université Royal Roads, relatif à l'avenir du site Royal Roads



## MEMORANDUM OF UNDERSTANDING



BETWEEN:

Songhees Nation  
("Songhees")

and

The City of Colwood  
("Colwood")

WHEREAS:

A. The Government of Canada ("**Canada**") holds registered title to the lands described as:

Parcel Identifier 001-057-596

Lot 1, Sections 1, 15, 30, 33, 34 and 101, Esquimalt District, Plan 37121, except Parts in Plans VIP80611, VIP80613, VIP80615 and VIP80616

(the "**Royal Roads Lands**");

- B. The Royal Roads Lands are in the traditional territory of the Lekwungen, which includes the Songhees Nation;
- C. The Royal Roads Lands are within the boundaries of Colwood;
- D. Songhees is negotiating a land claim agreement under the British Columbia Treaty Process through the Te'mexw Treaty Association;
- E. Songhees has expressed an interest in having some or all of the Royal Roads Lands included in its treaty settlement lands;
- F. Songhees has expressed the view that the inclusion of some or all of the Royal Roads Lands is a crucial step to the successful completion of treaty negotiations;
- G. The inclusion of all or part of the Royal Roads Lands within treaty settlement land under a modern land claim agreement negotiated under the British Columbia Treaty Process could affect the boundaries, infrastructure and plans of Colwood;
- H. Colwood participates in the Treaty Advisory Committee established in respect of the lands claim agreement negotiations being carried out by the Te'mexw Treaty Association;
- I. Colwood has identified and continues to identify the interests of the residents of Colwood in the future management of the Royal Roads Lands;

- J. Colwood has an interest in the integration of any development of the Royal Roads into the infrastructure and planning vision of Colwood;
- K. Colwood has an interest in the protection of lands for park, trail and other recreation purposes;
- L. Songhees and Colwood have a shared interest in the continued operation of Royal Roads University;
- M. Songhees and Colwood have a shared interest in protecting the environmental value of Royal Roads;
- N. Songhees and Colwood have a shared interest in protecting the heritage value of sites , buildings and grounds of Royal Roads;
- O. Songhees and Colwood have a shared interest in protecting the migratory bird sanctuary at Royal Roads;
- P. Colwood has an interest in Songhees participating in the review of Colwood’s Official Community Plan;
- Q. Colwood and Songhees have identified a shared interest in working together regarding the future of the Royal Roads Lands.

IT IS AGREED:

1. This Memorandum of Understanding establishes a framework for engaging in a process of:
  - a. Working collaboratively to gather and share information with respect to each other’s interests in the Royal Roads Lands;
  - b. Listening respectfully to and considering each other and each other’s concerns regarding the Royal Roads Lands;
  - c. Gathering and sharing information with respect to the physical, environmental, cultural, heritage and social value of the Royal Roads Lands;
  - d. Gathering and sharing information about the effect of the inclusion of all of part of the Royal Roads Lands in the Songhees treaty settlement lands;
  - e. Considering each other’s views and interests regarding the Royal Roads Lands during the review of Colwood’s Official Community Plan and seeking to reach agreement on how to reflect those interests in the Official Community Plan;
  - f. Discussing and attempting to reach agreement on how and to what extent the interests of Songhees, Colwood and the public can be best addressed and reconciled in a mutually agreeable manner;



- g. Working collaboratively and constructively on issues pertaining to access to and servicing of the Royal Roads Lands and the management of the Colwood Creek watershed should Songhees acquires some or all of the Royal Roads Lands;
  - h. Discussing how best to communicate with and gather information from members of the public;
  - i. Identifying and attempting to procure funding to support the participation of Songhees and Colwood in this process; and
  - j. Such other matters as the parties may agree.
2. This Memorandum of Understanding is not intended to create legally binding obligations or affect the rights, interests, duties or obligations of any party except as set out in paragraphs 3, 4, 5, 9, and 10 hereof, and, in particular, without limitation, this Memorandum of Understanding:
- a. Is a not a treaty or lands claim agreement within the meaning of s. 35 of the ***Constitution Act, 1982***;
  - b. Does not abrogate or derogate from the Section 35 rights of Songhees;
  - c. Does not abrogate from or derogate from the Section 35 rights of any other First Nation or aboriginal group;
  - d. Does not affect or discharge any aspect of the duty to consult that may be owed by the Federal or Provincial Crown in respect of the Royal Roads Lands to Songhees or any First Nation or aboriginal group;
  - e. Does not fetter the discretion or action of the Council of Songhees or the Council of Colwood in exercising any statutory power, including the exercise of any power under the ***Indian Act***, the ***First Nations Land Management Act***, the ***Local Government Act*** or the ***Community Charter***.
3. All discussions carried out pursuant to this Memorandum of Understanding will be without prejudice, unless otherwise mutually agreed upon, in writing.
4. Any agreements will be in writing and must be ratified in accordance with any applicable statutory processes.
5. Any information exchanged by the parties to this Memorandum of Understanding will be kept confidential, except:
- a. as may be required by law;
  - b. Colwood will make every effort to keep all information relating to this MOU confidential, however, Colwood must comply with the requirements of the *Freedom of Information and Protection of Privacy Act* and the *Personal Information Protection Act*.

- c. As may be required by a party to this Memorandum of Understanding to obtain professional advice from its legal counsel or other advisors who are bound to keep such information confidential;
  - d. As may be disclosed by third parties who acquired such information through no fault of Colwood or Songhees; or
  - e. as the parties may, in writing, agree.
6. Each of the parties will appoint a representative or representatives to represent it in connection with the matters which are the subject of this Memorandum of Understanding.
7. The representatives of each party will within ten days of the signing of this Memorandum of Understanding meet and agree on a work plan for carrying out the activities contemplated in this memorandum of Understanding.
8. The representatives will report back to their respective councils at least every thirty days.
9. If a dispute arises between the parties to this Memorandum of Understanding with respect to this Memorandum of Understanding:
  - a. The representatives of each party will meet and attempt to resolve the dispute;
  - b. If the representatives are unable to resolve the dispute, the Chief Administrative Officers of each party will meet and attempt to resolve the dispute;
  - c. If the Chief Administrative Officers are unable to resolve the dispute, the Mayor and the Chief will meet and attempt to resolve the dispute.
10. Unless otherwise agreed in writing, this Memorandum of Understanding will terminate on the earlier of:
  - a. The tenth day after the date either party gives written notice to the other of its intention to terminate; or
  - b. The second anniversary of the date this Memorandum of Understanding has been signed and delivered by both parties.

Signed on Monday, the 27th day of March, 2017:

  
\_\_\_\_\_  
Chief of Songhees

  
\_\_\_\_\_  
Mayor of Colwood



MEMORANDUM OF UNDERSTANDING



BETWEEN:

Songhees Nation  
(**"Songhees"**)

AND

Royal Roads University  
(the **"University"**)

WHEREAS:

A. The Government of Canada (**"Canada"**) holds registered title to the lands described as:

Parcel Identifier 001-057-596

Lot 1, Sections 1, 15, 30, 33, 34 and 101, Esquimalt District, Plan 37121, except Parts in Plans VIP80611, VIP80613, VIP80615 and VIP80616

(the **"Royal Roads Lands"**);

B. The Royal Roads Lands are in the traditional territory of the Lekwungen, which includes the Songhees Nation;

C. Canada has leased a portion of the Royal Road Lands to the University pursuant to a lease dated for reference the 1st day of December, 2000 as amended by agreement dated for reference the 10th day of February, 2012 (collectively, the **"Royal Roads Lease"**);

D. The University has entered into an memorandum of agreement with Canada regarding maintenance of and access to those part of the Royal Roads Lands that are not leased by the University (the **"MOA"**);

E. Songhees is negotiating a land claim agreement under the British Columbia Treaty Process through the Te'mexw Treaty Association;

F. Songhees has expressed an interest in having some or all of the Royal Roads Lands included in its treaty settlement lands;

G. Songhees has expressed the view that the inclusion of some or all of the Royal Roads Lands is a crucial step to the successful completion of treaty negotiations;

H. The inclusion of all or part of the Royal Roads Lands within treaty settlement land under a modern land claim agreement negotiated under the British Columbia Treaty Process could affect the land tenure, infrastructure, operations and plans of the University;

- I. Songhees and the University are committed to ensuring the continued operation of the University and the protection of the designated heritage buildings and gardens on the Royal Roads Lands and other key conservation features of the Royal Roads Lands; and
- J. Songhees and the University have identified a shared interest in working collaboratively regarding the Royal Roads Lands to explore ways in which their respective interests in the Royal Roads Lands can be accommodated, protected and realized.

IT IS AGREED:

1. This Memorandum of Understanding establishes a framework for the University and Songhees to engage in a process of:
  - a. Gathering and sharing information with respect to each other's interests in the Royal Roads Lands;
  - b. Listening respectfully to and considering each other and each other's concerns regarding the Royal Roads Lands;
  - c. Gathering and sharing information with respect to the physical, environmental, cultural, heritage, educational and social value of the Royal Roads Lands;
  - d. Gathering and sharing information about the effect of the inclusion of all of part of the Royal Roads Lands in the Songhees treaty settlement lands;
  - e. Gathering and sharing information about the University's future plans for its campus and programs;
  - f. Working collaboratively to identify and explore partnership opportunities;
  - g. Reviewing and assessing the information that has been gathered and shared for the purpose of assessing its accuracy and completeness and determining if there is further information that needs to be gathered;
  - h. Gathering and sharing information about how the University's land tenure and infrastructure could be better configured and protected;
  - i. Gathering and sharing information about how the University's interests and plans could be accommodated on land that is treaty settlement land;
  - j. Exploring the merits of exchanging the University's interests pursuant to the Royal Roads Lease and the MOA for fee simple ownership of that portion of the Royal Roads Land Lands that are required by the University for its campus and related purposes;



- k. Gathering and sharing information about how the University's educational mission and programs could be adapted so as to better serve the educational needs of Songhees and other indigenous peoples of British Columbia;
  - l. Discussing and attempting to reach an agreement on to what extent and how the interests of Songhees and the University can be best addressed and reconciled in a mutually beneficial manner;
  - m. Informing each other of third party interests and/or media contacts that have a potential to affect each other's interests or influence the disposition process and discussing how best to communicate with and gather information from third parties, including members of the public and/or the media;
  - n. Identifying and attempting to procure funding to support the participation of Songhees and the University in the processes contemplated in this Memorandum of Understanding;
  - o. Identifying and discussing the potential terms of one or more legally binding agreements between the University and Songhees; and
  - p. Such other matters as the parties may agree.
2. This Memorandum of Understanding is not intended to create legally binding obligations or affect the rights, interests, duties or obligations of Songhees and the University except as set out in paragraphs 3,4, 5, 9 and 10 hereof, and, in particular, without limitation, this Memorandum of Understanding:
- a. Is a not a treaty or lands claim agreement within the meaning of s. 35 of the ***Constitution Act, 1982***;
  - b. Does not abrogate or derogate from the Section 35 rights of Songhees;
  - c. Does not abrogate from or derogate from the Section 35 rights of any other First Nation or aboriginal group;
  - d. Does not affect or discharge any aspect of the duty to consult that may be owed by the Crown in respect of the Royal Roads Lands to Songhees or any other First Nation or aboriginal group;
  - e. Does not constitute a disposition by the University of an interest in land;
  - f. Does not affect or diminish the rights of the University pursuant to the Royal Roads Lease or the MOA; and
  - g. Does not fetter the discretion or actions of the Council of Songhees or the Board of Governors of the University in exercising any governance power, including the exercise

of any power under the *Indian Act*, the *First Nations Land Management Act* or the *Royal Roads University Act* or any other enactment that governs either of them.

3. All discussions carried out pursuant to this Memorandum of Understanding will be without prejudice.
4. Any agreements between the University and Songhees in relation to the Royal Roads Lands or the subject matter of this Memorandum of Understanding will be in writing and must be ratified in accordance with any applicable statutory processes and internal governance processes of the University and Songhees.
5. Any information exchanged by the parties to this Memorandum of Understanding will be kept confidential, except:
  - a. As may be required by law;
  - b. As may be required by a party to this Memorandum of Understanding to obtain professional advice from its legal counsel or other advisors who are bound to keep such information confidential;
  - c. As may be disclosed by third parties who acquired such information through no fault of the University or Songhees; or
  - d. As the parties may, in writing, agree.
6. Each of the parties will appoint a representative or representatives to represent it in connection with the matters which are the subject of this Memorandum of Understanding.
7. The representatives of each party will within ten days of the signing of this Memorandum of Understanding meet and agree on a work plan for carrying out the activities contemplated in this memorandum of Understanding.
8. The representatives will report back to their respective principals at least every thirty days.
9. If a dispute arises between the parties to this Memorandum of Understanding with respect to this Memorandum of Understanding:
  - a. The representatives of each party will meet and attempt to resolve the dispute;
  - b. If the representatives are unable to resolve the dispute, the Chief Administrative Officer of Songhees will meet with the University's Vice President Responsible for Property Management and attempt to resolve the dispute ; and
  - c. If the Chief Administrative Officer of Songhees and the University's Vice President Responsible for Property Management are unable to resolve the dispute, the President of the University and the Chief of Songhees will meet and attempt to resolve the dispute.

10. Unless otherwise agreed in writing, this Memorandum of Understanding will terminate on the earlier of:


- a. The tenth day after the date either party gives written notice to the other of its intention to terminate; or
- b. The second anniversary of the date this Memorandum of Understanding has been signed and delivered by both parties.

11. This Memorandum of Understanding may be executed in counterparts and if so executed such counterparts will be read and construed together as if they formed one document. A counterpart signed by a party and delivered electronically will have the same effect as a counterpart originally signed and delivered by such party.

Signed on behalf of Songhees the \_\_\_\_\_ day of April, 2017.

\_\_\_\_\_  
Chief of Songhees

Signed on behalf of the University the 2/SE the day of April, 2017

  
\_\_\_\_\_  
President of Royal Roads University



10. Unless otherwise agreed in writing, this Memorandum of Understanding will terminate on the earlier of:

- a. The tenth day after the date either party gives written notice to the other of its intention to terminate; or
- b. The second anniversary of the date this Memorandum of Understanding has been signed and delivered by both parties.

11. This Memorandum of Understanding may be executed in counterparts and if so executed such counterparts will be read and construed together as if they formed one document. A counterpart signed by a party and delivered electronically will have the same effect as a counterpart originally signed and delivered by such party.

Signed on behalf of Songhees the 26 day of April, 2017.

  
\_\_\_\_\_  
Chief of Songhees

Signed on behalf of the University the \_\_\_\_\_ the day of April, 2017

\_\_\_\_\_  
President of Royal Roads University

Deputy Prime Minister and  
Minister of Canadian Heritage



Vice-première ministre et  
ministre du Patrimoine canadien

Ottawa, Canada K1A 0M5

The Honourable Paul Ramsey  
Minister of Education, Skills and Training  
Government of British Columbia  
Parliament Buildings  
Victoria, British Columbia  
V8V 1X4

MAR 17 1997

Dear Mr. Ramsey:

I am very pleased that our two levels of government have undertaken to sign the enclosed *Canada - British Columbia Special Agreement for the Implementation of Francophone Schools Governance*. Under this Special Agreement, Canada's contribution will amount to ten million five hundred thousand dollars (\$ 10 500 000) over three years, which represents one-half of the expenses that will be incurred by British Columbia under the Special Agreement.

Further to this Special Agreement, Canada is committed to providing a complementary contribution of one million five hundred thousand dollars (\$ 1 500 000), over the period 1997/98 to 1998/99, under the Supplementary Funds of the Official Languages in Education Program, subject to maintenance of the current budgetary levels until March 31, 1998 and to the renewal of the Program as of April 1, 1998. This contribution could be used to cover expenditures not included in your budget forecast, such as major capital costs.

The 1.5 M\$ contribution will be in addition to Canada's support to your province in the Infrastructure and Minimum guarantee categories under the Bilateral Agreements on the Official Languages in Education and is to be matched by your province. Additional requests for funding under the Supplementary category by British Columbia will be evaluated yearly on the same basis as other requests. The guarantee of a complementary contribution of 1.5 M\$ will no doubt affect the capacity of the Department to support additional projects. Nevertheless, we will attempt to accommodate your needs to the best of our ability with the understanding that the funding provided under this Special Agreement will lessen considerably your requirements under this funding category.

.../2

Canada

The total federal contribution of twelve million dollars (\$ 12 000 000) secured over the next three years is meant to assist your province with the start-up and implementation costs of establishing British Columbia's first publicly funded Francophone governance system, as provided for by Section 23 of the *Canadian Charter of Rights and Freedoms*. I understand there is still an outstanding issue regarding the extension of the mandate of the Francophone Education Authority to cover the whole province. The government of British Columbia has shown in the past that it can work cooperatively with the Francophone community. I am confident that you will find ways to extend governance to include all of the Francophone school population of your province as defined in the *Charter*.

You will find enclosed two copies of the Special Agreement that I have already signed. I would kindly ask you to sign both copies and return one to the Department for our files.

I would like to thank you for your close co-operation in the signing of the Special Agreement and I look forward to the results of our joint efforts on behalf of the Francophone community in your province.

Yours sincerely,



Sheila Copps

Attachment

cc: Peter King  
Liz King  
Douglas Hodgkinson  
Paul Allan  
Fran Butler  
Jack Hodgson  
Joan Axford  
Sam Lim  
Shirley McBride  
Gilbert Vevea  
Rob Coge

**CANADA - BRITISH COLUMBIA SPECIAL  
AGREEMENT FOR THE  
IMPLEMENTATION OF FRANCOPHONE  
SCHOOLS GOVERNANCE**

**ENTENTE SPÉCIALE CANADA-  
COLOMBIE-BRITANNIQUE  
RELATIVE À LA MISE EN OEUVRE DE LA  
GESTION DES ÉCOLES FRANCOPHONES**

**THIS SPECIAL AGREEMENT** was made this  
19 day of MARCH 1997

**LA PRÉSENTE ENTENTE SPÉCIALE** a été  
conclue en ce 19 e jour de MARCH 1997

**BETWEEN:**

**ENTRE :**

**THE GOVERNMENT OF CANADA**, hereinafter  
referred to as "Canada", represented by the Minister  
of Canadian Heritage,

**LE GOUVERNEMENT DU CANADA**, ci-après  
appelé «le Canada», représenté par la ministre du  
Patrimoine canadien,

**AND:**

**ET :**

**THE GOVERNMENT OF BRITISH  
COLUMBIA**, hereinafter referred to as "British  
Columbia", represented by the Minister of  
Education, Skills and Training of British Columbia.

**LE GOUVERNEMENT DE LA COLOMBIE-  
BRITANNIQUE**, ci-après appelé «Colombie-  
Britannique», représenté par le ministre de  
l'Éducation et de la Formation professionnelle de la  
Colombie-Britannique.

**WHEREAS** the Canadian Constitution and in  
particular the *Canadian Charter of Rights and  
Freedoms* as well as the *Official Languages Act*  
recognize English and French as the official  
languages of Canada, and that the Government of  
Canada recognizes its responsibilities and  
undertakings with respect to those languages;

**ATTENDU QUE** la Constitution du Canada, et  
plus particulièrement la *Charte canadienne des  
droits et libertés* ainsi que la *Loi sur les langues  
officielles*, reconnaissent que le français et l'anglais  
sont les langues officielles du Canada et que le  
gouvernement du Canada reconnaît ses  
responsabilités et engagements envers celles-ci;

**WHEREAS** education, as a provincial jurisdiction,  
requires that British Columbia determine the  
objectives, outline the contents, identify the  
priorities and make the evaluation of its programs in  
French minority-language education;

**ATTENDU QUE** l'éducation, étant du ressort de la  
province, la Colombie-Britannique doit déterminer  
les objectifs, définir les contenus et fixer les  
priorités de ses programmes pour l'enseignement  
dans la langue de la minorité francophone, et en  
faire l'évaluation;

**WHEREAS** Section 23 of the *Canadian Charter of  
Rights and Freedoms* recognizes the right of  
Canadian citizens belonging to the English or  
French-language minority in a province to have  
their children educated in their own language, where  
numbers warrant;

**ATTENDU QUE** l'article 23 de la *Charte  
canadienne des droits et libertés* reconnaît le droit  
des Canadiens appartenant à la minorité de langue  
française ou de langue anglaise dans une province  
de faire instruire leurs enfants dans leur propre  
langue là où le nombre le justifie;

**WHEREAS** the Supreme Court of Canada has ruled that Section 23 of the *Canadian Charter of Rights and Freedoms* confers upon minority-language parents a right of management and control over the educational facilities in which their children are taught, where numbers warrant;

**WHEREAS** the Minister of Canadian Heritage, to whom were transferred the responsibilities of the Secretary of State, has the mandate, in accordance with the *Official Languages Act*, to encourage and assist provincial governments to offer to members of the official language minority communities education in their own language;

**AND WHEREAS** Canada has approved a series of special measures aimed at enhancing the official language minorities' access to school governance and post-secondary education for the French-speaking minorities in this country.

**NOW THEREFORE**, this Special Agreement witnesses that the parties hereto agree as follows:

## 1. OBJECTIVE

1.1 The objective of this Special Agreement is to establish a framework for cooperation between Canada and British Columbia, including the provision of financial assistance by Canada to British Columbia, for the implementation of Francophone schools' governance in accordance with Section 23 of the *Canadian Charter of Rights and Freedoms*.

## 2. INTERPRETATION

2.1 In this Special Agreement,

“eligible expenses” means any additional

**ATTENDU QUE** la Cour suprême du Canada a statué que l'article 23 de la *Charte canadienne des droits et libertés* confère aux parents appartenant à la minorité linguistique un droit de gestion et de contrôle à l'égard des établissements d'enseignement où leurs enfants se font instruire, lorsque le nombre le justifie;

**ATTENDU QUE** la ministre du Patrimoine canadien, qui s'est vu attribuer les responsabilités du Secrétaire d'État, est chargée, conformément à la *Loi sur les langues officielles*, d'encourager et d'aider les gouvernements provinciaux à offrir aux communautés minoritaires de langue officielle l'instruction dans leur propre langue;

**ET ATTENDU QUE** le Canada a approuvé une série de mesures spéciales destinées à améliorer l'accès des minorités de langue officielle à la gestion scolaire et à l'enseignement postsecondaire en français;

**EN CONSÉQUENCE**, la présente entente spéciale atteste que les parties conviennent de ce qui suit :

## 1. BUT

1.1 Le but de la présente entente spéciale est d'établir un cadre de collaboration entre le Canada et la Colombie-Britannique, y compris les modalités de prestation d'une aide financière du Canada à la Colombie-Britannique, en vue de la mise en œuvre d'un système de gestion des écoles francophones conformément à l'article 23 de la *Charte canadienne des droits et libertés*.

## 2. INTERPRÉTATION

2.1 Dans cette entente spéciale,

«dépenses admissibles» désigne toute dépense

expenses incurred by British Columbia, during a fiscal year for :

- Francophone education,
- the establishment and operation of Francophone schools, and
- any Francophone Education Authority or any other Francophone school governance structure,

where the expenditure is related to one or more of the following categories:

- a) Start up governance costs, which includes, but is not limited to the following:
  - i) Meeting with parents;
  - ii) Communications;
  - iii) Start up administration;
  - iv) Negotiations with Boards;
  - v) Travel;
  
- b) Language upgrading, which includes, but is not limited to the following:
  - i) Curriculum development;
  - ii) Assessment and evaluation;
  - iii) Examinations;
  - iv) Mesures d'accueil;
  - v) Learning resources;
  - vi) Télécolombie network; other networks and mediated courses;
  - vii) Teacher training - In-service.
  
- c) Costs associated with the operation of any Francophone Education Authority and Francophone schools, which includes, but is not limited to the following:

additionnelle engagée par la Colombie-Britannique pendant un exercice donné à l'égard :

- de l'éducation des francophones;
- de l'établissement et du fonctionnement d'écoles francophones;
- de tout conseil scolaire francophone ou de toute autre structure de gestion scolaire en français;

lorsque les dépenses en question appartiennent à une ou plusieurs des catégories suivantes :

- a) Les frais de mise en place de la structure de gestion, lesquels englobent entre autres:
  - i) les rencontres avec les parents;
  - ii) les communications;
  - iii) la mise en place de l'administration;
  - iv) les négociations avec les conseils scolaires;
  - v) les déplacements.
  
- b) Le perfectionnement linguistique, lequel comprend entre autres :
  - i) l'élaboration de programmes d'éducation;
  - ii) les mesures et l'évaluation;
  - iii) les examens;
  - iv) les mesures d'accueil;
  - v) les ressources;
  - vi) le réseau Télécolombie; d'autres réseaux et cours médiatisés;
  - vii) la formation des enseignants en cours d'emploi.
  
- c) Les coûts associés au fonctionnement de tout conseil scolaire francophone et des écoles francophones, ce qui comprend entre autres :

- i) Support for small enrolment schools;
  - ii) Fixed costs of special needs students;
  - iii) Administration costs of schools and authority;
  - iv) Additional transportation support for large geographic areas;
  - v) Minor capital costs, including acquisition of furniture and equipment.
- d) Capital costs associated with the operation of any Francophone Education Authority, other than minor capital costs, and which include:
- i) Costs related to the acquisition of assets of a permanent or semi-permanent nature;
  - ii) Costs related to acquiring and developing sites for school purposes or for use in connection with them;
  - iii) Costs related to purchasing, constructing, reconstructing and making major alterations to buildings for school purposes or for use in connection with them, or
- e) Costs of ensuring Francophone students have access to Francophone schools which includes, but is not limited to, transportation costs and boarding allowances.
- i) une aide aux écoles comptant une clientèle francophone réduite;
  - ii) les coûts fixes occasionnés par les élèves ayant des besoins particuliers;
  - iii) les frais d'administration des écoles et du conseil;
  - iv) l'aide financière additionnelle au titre du transport dans les grandes régions géographiques;
  - v) les frais d'immobilisation restreints, y compris l'acquisition de meubles et de matériel.
- d) Les frais d'immobilisation autres que les frais d'immobilisation restreints, associés au fonctionnement de tout conseil scolaire francophone, soit entre autres :
- i) les frais d'acquisition d'actifs de nature permanente ou semi-permanente;
  - ii) les frais d'acquisition et de développement de sites à des fins scolaires ou pour des utilisations connexes;
  - iii) les frais liés à l'achat, à la construction et à la reconstruction d'immeubles devant être utilisés à des fins scolaires ou pour des utilisations connexes, ainsi qu'à l'exécution de travaux de transformation majeure auxdits immeubles;
- e) Les dépenses engagées pour garantir aux élèves francophones l'accès à des écoles francophones, ce qui inclut notamment les frais de transport et d'hébergement.

"Francophone Education Authority" means a Francophone Education Authority established pursuant to the Francophone Education Regulation, BC Reg. 457/95 or other

«Conseil scolaire francophone» désigne une autorité scolaire francophone établie conformément au Francophone Education Regulation, BC Reg. 457/95, ou une autre



Francophone school governance structure;

“Francophone school” means an education institution that is operated for the purpose of providing an educational program to children whose parents have rights under Section 23 of the *Canadian Charter of Rights and Freedom*;

“fiscal year” means a period commencing on April 1st and ending on the following March 31st;

“term” means the period described in Clause 17.1.

structure de gestion scolaire en français;

«école francophone» désigne un établissement d'enseignement ayant pour but de dispenser un programme d'éducation aux enfants dont les parents ont des droits en vertu de l'article 23 de la *Charte canadienne des droits et libertés*;

«exercice» désigne une période commençant le 1<sup>er</sup> avril et prenant fin le 31 mars;

«durée» désigne la période décrite à la clause 17.1.

### **3. CALCULATION OF AMOUNT OF CONTRIBUTION**

3.1 Subject to Clause 4.1, Canada agrees to provide financial assistance to British Columbia for each fiscal year that equals the lesser of the amount of Canada's approved contribution and 50% of the eligible expenses expended by British Columbia during that fiscal year, under the annual budget.

3.2 Canada agrees to provide financial assistance at the times and in the manner set out in this Special Agreement for the purpose of supporting British Columbia in paying eligible expenses.

### **4. MAXIMUM AMOUNT OF THE CONTRIBUTION**

4.1 Subject to the appropriation of funds by Parliament, to the maintenance of current and forecasted budget levels of the Official Languages in Education Program and the

### **3. CALCUL DU MONTANT DE LA CONTRIBUTION**

3.1 Sous réserve de la clause 4.1, le Canada convient de fournir à la Colombie-Britannique pour chaque exercice une aide financière correspondant à la moins élevée des sommes suivantes : le montant de la contribution approuvée du Canada et 50 % des dépenses admissibles faites par la Colombie-Britannique pendant l'exercice en question, à même le budget annuel.

3.2 Le Canada s'engage à fournir une aide financière à la Colombie-Britannique aux dates et de la manière précisées dans cette entente spéciale, afin de l'aider à assumer des dépenses admissibles.

### **4. MONTANT MAXIMUM DE LA CONTRIBUTION**

4.1 Sous réserve de l'affectation des crédits par le Parlement, du maintien des niveaux budgétaires courants et prévus du Programme des langues officielles dans l'enseignement et

provisions of this Special Agreement, Canada agrees to contribute an amount not to exceed ten and a half million dollars (\$10,500,000) over a three-year period from the fiscal year 1996-97 to the fiscal year 1998-99, toward the eligible expenses incurred by British Columbia. The maximum contribution will be as follows:

Fiscal year 1996-97	\$3 million
Fiscal year 1997-98	\$3.75 million
Fiscal year 1998-99	\$3.75 million

des modalités de la présente entente spéciale, le Canada s'engage à contribuer un montant ne devant pas excéder dix millions et demi de dollars (10 500 000 \$), sur une période de trois ans allant de l'année 1996-1997 à l'année 1998-1999, envers les dépenses admissibles de la Colombie-Britannique. La contribution maximale sera répartie comme suit:

Exercice 1996-1997	3 millions \$
Exercice 1997-1998	3,75 millions \$
Exercice 1998-1999	3,75 millions \$

4.2 Reimbursement of the costs incurred by British Columbia is subject to British Columbia taking action to implement the decision of Justice Vickers in *L'Association des parents du Programme cadre de français et al. v. Her majesty the Queen in Right of the Province of British Columbia et al.*

4.2 Pour obtenir le remboursement de ses dépenses, la Colombie-Britannique devra prendre des dispositions en vue de donner suite à la décision rendue par le juge Vickers dans la cause *L'Association des parents du Programme cadre de français et al. c. Sa Majesté la Reine du chef de la province de la Colombie-Britannique et al.*

4.3 The terms and conditions governing Canada's contribution concerning, among others, the eligible expenditures and the schedule of payments for the capital costs relating to the initiative described in clause 2.1 d) will be part of an auxiliary agreement between Canada and British Columbia and will follow prescribed procedures regarding capital facilities in British Columbia.

4.3 Les modalités de la contribution du Canada en ce qui concerne, notamment, les dépenses admissibles et le calendrier des versements au titre des coûts d'immobilisation relatifs à l'initiative décrite à la clause 2.1 d) feront l'objet d'une entente auxiliaire entre le Canada et la Colombie-Britannique et respecteront les procédures établies concernant les immobilisations en Colombie-Britannique.

## 5. BRITISH COLUMBIA'S OBLIGATIONS

## 5. OBLIGATIONS DE LA COLOMBIE-BRITANNIQUE

5.1 British Columbia agrees:

5.1 La Colombie-Britannique s'engage à :

a) to ensure that the financial assistance received by British Columbia under this Special Agreement will be applied only for eligible expenses;

a) faire en sorte que l'aide financière qu'elle recevra en vertu de cette entente spéciale soit affectée uniquement aux dépenses admissibles;

- b) that British Columbia will fund the Francophone Education Authority in a manner similar to the funding allocations established for public schools by British Columbia.

## **6. TRANSFERS BETWEEN EXPENDITURE CATEGORIES**

- 6.1 British Columbia may transfer funds between expenditure categories mentioned in Clause 2.1 with Canada's written consent. British Columbia must submit any such request to Canada before March 1st of the fiscal year in question.

## **7. PAYMENTS**

- 7.1 With regards to Canada's contributions to British Columbia for each of the three fiscal years of this Special Agreement, payments shall be made to British Columbia as follows:

- a) a first payment representing 50% of Canada's contribution approved for the current fiscal year, will be made within sixty days following receipt and acceptance of British Columbia's annual budget by the Minister;
- b) a second and final payment not exceeding the balance of Canada's contribution approved for the current fiscal year will be made on or about March 31st of the current fiscal year upon receipt and acceptance by the Minister of:
  - i) certified interim statement of expenditures for the current fiscal

- b) verser au conseil scolaire francophone pour son financement des allocations similaires à celles dont il a été convenu pour les écoles publiques de la province.

## **6. TRANSFERTS ENTRE CATÉGORIES DE DÉPENSES**

- 6.1 La Colombie-Britannique pourra transférer des fonds entre les différentes catégories de dépenses prévues à la clause 2.1 avec l'autorisation écrite du Canada. La Colombie-Britannique devra présenter une demande en ce sens au Canada avant le 1<sup>er</sup> mars de l'exercice financier visé.

## **7. PAIEMENTS**

- 7.1 En ce qui concerne les contributions du Canada à la Colombie-Britannique pour chacun des trois exercices visés par la présente entente spéciale, les fonds seront versés à la Colombie-Britannique de la façon suivante :

- a) un premier versement, représentant la moitié (50 %) de la contribution du Canada approuvée pour l'exercice en cours, sera effectué dans les soixante jours suivant la réception et l'acceptation par la ministre du budget annuel de la Colombie-Britannique;
- b) un deuxième et dernier versement ne devant pas excéder le solde de la contribution du Canada approuvée pour l'exercice en cours sera effectué le ou vers le 31 mars de l'exercice en cours, suite à la réception et l'acceptation par la ministre :
  - i) des états financiers provisoires certifiés pour l'exercice en cours

year providing details of actual expenditures incurred by British Columbia for the period ending January 31st of the current fiscal year as well as forecasts of anticipated expenditures for the period ending March 31st of the current fiscal year; and

- ii) certified final statements of expenditures for the fiscal year ending March 31st of the previous fiscal year, when applicable.

7.2 Payments to be made by Canada to British Columbia pursuant to this Special Agreement shall be made within 60 working days after the receipt and acceptance of the documents mentioned in Clause 7.1 provided that the data in the said documents is consistent with the terms and conditions of this Special Agreement and that British Columbia has addressed any questions raised by the Minister.

## 8. ANNUAL BUDGET

8.1 Canada and British Columbia agree that there shall be an annual budget to this Special Agreement, which will present, for each of the categories mentioned in Clause 2 of this Special Agreement, British Columbia's forecasted costs and Canada's approved contributions towards these costs within the expenditure categories mentioned in Clause 2.1.

8.2 Each annual budget attached to this Special Agreement is an integral part of this Special Agreement as if set out at length in the body of this Special Agreement.

présentant le détail des dépenses réelles engagées par la Colombie-Britannique pour la période de dix mois se terminant le 31 janvier de l'exercice en cours ainsi qu'une prévision des dépenses pour la période de deux mois se terminant le 31 mars de l'exercice en cours; et

- ii) des états financiers finaux certifiés des dépenses pour l'exercice se terminant le 31 mars de l'année précédente, s'il y a lieu.

7.2 Les versements prévus dans cette entente spéciale doivent être faits par le Canada dans les soixante jours ouvrables suivant la réception et l'acceptation des documents mentionnés à la clause 7.1, à la condition que les données fournies dans les documents en question soient conformes aux modalités de l'entente spéciale et que la Colombie-Britannique ait répondu à toute question soulevée par la ministre.

## 8. BUDGET ANNUEL

8.1 Le Canada et la Colombie-Britannique conviennent que cette entente spéciale sera assortie de budgets annuels qui préciseront, pour chacune des catégories mentionnées à la clause 2, les coûts prévus par la Colombie-Britannique et les contributions que le Canada a accepté de faire envers ces coûts dans le cadre des catégories de dépenses mentionnées à la clause 2.1.

8.2 Chaque budget annuel joint à cette entente spéciale fait partie intégrante de celle-ci, de la même manière que s'il était exposé en détail dans le corps de l'entente.

## **9. SURPLUS**

- 9.1 In the event that payments made to British Columbia under this Special Agreement exceed the amounts to which British Columbia is entitled in accordance with this Special Agreement, any such surplus is payable forthwith to Canada. Where any surplus payable has not been repaid, an amount equal to the surplus may be retained by Canada from such contribution payments subsequently payable to British Columbia.

## **10. MANAGEMENT**

- 10.1 Canada and British Columbia will designate lead officials for purposes of management of this Special Agreement.

## **11. INFORMATION ON COSTS**

- 11.1 Canada and British Columbia agree that they must be in a position to assure Parliament, the Provincial Legislature and the general public that the financial assistance from Canada to British Columbia is used in accordance with this Special Agreement. To this end, British Columbia agrees to provide annually to Canada, sufficient information to show that Canada's contribution have been utilized for the purpose specified in this Special Agreement.

## **12. ACCOUNTS AND FINANCIAL STATEMENTS**

- 12.1 Canada reserves the right to undertake, or cause to have undertaken, a financial audit of the accounts and records of British Columbia concerning the provisions of this Special

## **9. EXCÉDENT**

- 9.1 Si les montants versés à la Colombie-Britannique en vertu de la présente entente spéciale dépassent les montants auxquels la Colombie-Britannique a droit en vertu de ladite entente, l'excédent devra être remis au Canada, à défaut de quoi le Canada pourra déduire un montant équivalent de ses contributions ultérieures à la Colombie-Britannique.

## **10. ADMINISTRATION**

- 10.1 Le Canada et la Colombie-Britannique désigneront des représentants officiels pour administrer la présente entente spéciale.

## **11. RENSEIGNEMENTS SUR LES COÛTS**

- 11.1 Le Canada et la Colombie-Britannique conviennent qu'ils doivent pouvoir garantir au Parlement et à la législature de la province et au grand public que l'aide financière offerte à la Colombie-Britannique par le Canada est bien utilisée conformément à la présente entente spéciale. À cette fin, la Colombie-Britannique accepte de fournir chaque année au Canada des renseignements qui démontreront que les contributions du Canada ont servi aux fins précisées dans la présente entente spéciale.

## **12. COMPTES ET ÉTATS FINANCIERS**

- 12.1 Le Canada se réserve le droit de vérifier ou de faire vérifier les comptes et registres de la Colombie-Britannique relatifs aux dispositions de la présente entente spéciale afin de s'assurer

Agreement to ensure compliance with the provisions of this Special Agreement, and British Columbia shall make available to such auditors any records, documents and information including all invoices, receipts and vouchers that the auditors may require. For the purposes of this Special Agreement, British Columbia shall keep all financial accounts and vouchers and other records for a period of at least three years after the expiry to the Special Agreement. The scope, coverage and timing of such financial audits shall be as determined by Canada and if conducted may be carried out by officials of the Department of Canadian Heritage or their agent(s).

du respect de ces dispositions, et la Colombie-Britannique accepte de mettre à la disposition des vérificateurs tout registre, document ou renseignement, y compris les factures, reçus et pièces justificatives dont ceux-ci pourraient avoir besoin. Aux fins de cette entente spéciale, la Colombie-Britannique conservera tous les comptes financiers, les pièces justificatives et les autres registres pendant au moins trois ans après l'expiration de la présente entente spéciale. La portée et l'étendue des vérifications financières, et le moment choisi pour les entreprendre, seront fixés par le Canada et, le cas échéant, ces vérifications pourront être menées par des fonctionnaires du ministère du Patrimoine canadien ou par leur(s) agent(s).

**12.2** Canada agrees to inform British Columbia of the results of any financial audit, and to pay to British Columbia as soon as possible after the completion of the audit, any moneys which the audit may show to be then due and owing to British Columbia. British Columbia agrees to pay to Canada, on being informed of the results of such financial audit, any monies which the audit may show to be then due and owing to Canada.

**12.2** Le Canada accepte d'informer la Colombie-Britannique des résultats de toute vérification financière et de verser à la province, le plus tôt possible après la vérification, toute somme d'argent qu'il pourrait lui devoir. La Colombie-Britannique accepte de verser au Canada, sur la foi des résultats de la vérification financière, toute somme d'argent qu'elle pourrait lui devoir.

**12.3** In addition to the financial statements mentioned in Clause 7.1, British Columbia must submit to Canada a final certified statement for 1998-1999 within six months of the end of that fiscal year.

**12.3** Outre les états financiers mentionnés à la clause 7.1, la Colombie-Britannique devra soumettre au Canada un état financier final certifié pour l'exercice 1998-1999 dans les six mois suivant la fin de cet exercice.

**12.4** For the purposes of this Special Agreement, the financial statements mentioned in Clause 7.1 refer to statements of expenditures incurred by British Columbia presenting detailed expenditures by expenditure category in the annual budget of that fiscal year.

**12.4** Aux fins de la présente entente spéciale, les états financiers mentionnés à la clause 7.1 sont les états des dépenses engagées par la Colombie-Britannique présentant le détail des dépenses par catégorie dans le budget annuel de cet exercice.

**12.5** For the purpose of this Special Agreement, the financial statements provided to Canada by British Columbia shall be certified by a senior

**12.5** Aux fins de la présente entente spéciale, les états financiers fournis par la Colombie-

program officer and by a senior financial officer, both of whom shall be duly authorized by British Columbia and accepted by Canada.

Britannique au Canada seront certifiés par un agent principal de programme et par un agent principal des finances, lesquels auront été dûment autorisés par la Colombie-Britannique et agréés par le Canada.

### **13. PUBLIC ACKNOWLEDGEMENT**

### **13. MENTION DU CONCOURS DU CANADA**

**13.1** British Columbia agrees to acknowledge Canada's contributions in all of its publicity pertaining to Francophone schools governance programs and activities benefiting from Canada's support. For the purposes of this Special Agreement, examples of such publicity include but need not be limited to: official openings, press releases, reports of government departments or agencies; correspondence with education institutions.

**13.1** La Colombie-Britannique s'engage à mentionner les contributions du Canada dans toute la publicité relative aux programmes et aux activités ayant bénéficié de ces contributions dans le cadre de la présente entente spéciale sur la gestion des écoles francophones. Aux fins de la présente entente spéciale, la publicité comprend les exemples suivants sans toutefois s'y limiter nécessairement : ouvertures officielles, communiqués, rapports de ministères ou d'organismes, correspondance adressée à des établissements d'enseignement.

**13.2** British Columbia also agrees to take all reasonable measures to have all recipients of Canada's support (e.g. Francophone schools and Francophone Education Authority) agree to acknowledge, where appropriate, Canada's contribution in publicity pertaining to Francophone schools governance programs and activities benefiting from Canada's support.

**13.2** La Colombie-Britannique s'engage également à prendre toutes les mesures raisonnables pour que les bénéficiaires de l'aide financière du Canada (par exemple, les écoles francophones et le Conseil scolaire francophone) conviennent de mentionner les contributions du Canada, là où c'est approprié, dans leur publicité relative aux programmes et aux activités ayant bénéficié de ces contributions dans le cadre de l'entente spéciale sur la gestion des écoles francophones.

**13.3** Canada and British Columbia agree that the text of this Special Agreement, including its Annual Budgets, shall be made available to all provincial and territorial governments and to the Canadian public.

**13.3** Le Canada et la Colombie-Britannique conviennent que le texte de la présente entente spéciale, budgets annuels compris, sera mis à la disposition de tous les gouvernements provinciaux et territoriaux et du public canadien.



**14. LIMITATIONS OF THE SPECIAL AGREEMENT**

14.1 The parties acknowledge that this Special Agreement does not constitute an association for the purpose of establishing a partnership or joint venture and does not create an agency relationship between the Minister and British Columbia.

**15. ENVIRONMENTAL ASSESSMENT**

15.1 The capital costs referred to in Clause 2.1 d) and to be part of an auxiliary agreement will be subject to the *Canadian Environmental Assessment Act*.

15.2 The terms and conditions of this assessment referred to in Clause 15.1 shall be specified in the auxiliary agreement referred to in Clause 4.3 governing Canada's participation in each capital project.

**16. FUNDS**

16.1 The financial assistance provided under this Special Agreement is over and above Canada's and British Columbia's regular contributions pursuant to an Official Languages in Education Bilateral Agreement or any other similar agreement between Canada and British Columbia for French-language education.

**17. DURATION**

17.1 The term of this Special Agreement will, notwithstanding the actual date of execution and delivery of this Special Agreement, be deemed to commence on April 1, 1996 and

**14. LIMITES DE L'ENTENTE SPÉCIALE**

14.1 Les parties reconnaissent que la présente entente spéciale ne constitue pas une association en vue de former un partenariat ou une co-entreprise, et qu'elle ne crée pas non plus de relation de mandataires entre la ministre et la Colombie-Britannique.

**15. ÉVALUATION ENVIRONNEMENTALE**

15.1 Les frais d'immobilisation mentionnés à la clause 2.1 d) et devant faire l'objet d'une entente auxiliaire seront assujettis à la *Loi canadienne sur l'évaluation environnementale*.

15.2 Les modalités de l'évaluation dont il est question à la clause 15.1 seront précisées dans l'entente auxiliaire mentionnée à la clause 4.3 régissant la participation du Canada à chaque projet d'immobilisation.

**16. FINANCEMENT**

16.1 L'aide financière prévue dans la présente entente spéciale est en sus des contributions du Canada et de la Colombie-Britannique en vertu d'une Entente bilatérale sur les langues officielles dans l'enseignement ou de toute autre entente semblable entre le Canada et la Colombie-Britannique au titre de l'enseignement en français.

**17. DURÉE**

17.1 Nonobstant sa date effective d'exécution, cette entente spéciale est réputée en vigueur du 1<sup>er</sup> avril 1996 au 31 mars 1999. Six mois avant l'expiration de l'entente spéciale, le Canada et

will end on March 31, 1999. Six months before the expiration of the Special Agreement, Canada and British Columbia will meet to discuss their future collaboration pursuant to an Official Languages in Education Bilateral Agreement or any other similar agreement between Canada and British Columbia for French-language education to ensure the viability of the education system of the minority in accordance with the terms and conditions of Section 23 of the *Canadian Charter of Rights and Freedoms*.

la Colombie-Britannique se rencontreront pour discuter de leur future collaboration en vertu d'une Entente bilatérale sur les langues officielles dans l'enseignement ou de toute autre entente semblable conclue entre le Canada et la Colombie-Britannique au titre de l'enseignement en français pour assurer la viabilité du système d'enseignement pour la minorité conformément à l'article 23 de la *Charte canadienne des droits et libertés*.

#### **18. METHOD OF AMENDMENT**

18.1 This Special Agreement may be amended with the written consent of both parties or any persons duly authorized to act on their behalf.

#### **18. MODALITÉS DE MODIFICATION**

18.1 Cette entente spéciale peut être modifiée moyennant le consentement écrit des deux parties ou de leurs représentants autorisés.

#### **19. DELAY**

19.1 No failure or delay on the part of either party to complain of an act or failure of the other party to act or to declare such other party in default, irrespective of how long such act or failure to act shall continue will constitute a waiver by such party of its rights hereunder.

#### **19. RETARD**

19.1 L'absence de plainte ou le retard de l'une ou l'autre partie à se plaindre d'un manquement ou d'une omission de la part de l'autre partie à ses obligations ne constitue pas une renonciation de cette partie à ses droits en vertu de la présente.

#### **20. NOTICE**

20.1 Any notice, document, statement, report, demand or payment desired or required to be given or made pursuant to this Special Agreement will be in writing and may be given or made if delivered personally to the party to who it is to be given or made, or if mailed in Canada with postage prepaid addressed,

#### **20. AVIS**

20.1 Tout avis, document, état, rapport, paiement ou demande dont la présentation ou la production est souhaitée ou requise dans le cadre de cette entente spéciale doit être fourni par écrit et peut être, soit remis en personne à la partie à laquelle il est destiné, soit adressé comme suit s'il est posté au Canada dans une enveloppe affranchie :

If to the Province:

Minister of Education, Skills and  
Training  
Parliament Building  
Victoria, British Columbia  
V8V 1X4

Attention: Raymond Ouimet

And if to Canada:

Official Languages Support  
Programs Branch  
15 Eddy Street  
7th Floor  
Hull, Quebec  
K1A 0M5

Attention: Hilaire Lemoine

Dans le cas de la province :

Ministre de l'Éducation et de la Formation  
professionnelle  
Édifice du Parlement  
Victoria (Colombie-Britannique)  
V8V 1X4

À l'attention de : Raymond Ouimet

Dans le cas du Canada :

Programmes d'appui aux  
langues officielles  
15, rue Eddy  
7<sup>e</sup> étage  
Hull (Québec)  
K1A 0M5

À l'attention de : Hilaire Lemoine

## **21. RECEIPT**

**21.1** Any such notice, document, statement, report, demand or payment mailed will be deemed to be given to and received by the addressee on the fifth business day after the mailing of the same except in the event of disruption of postal services in Canada in which case any such notice, document, statement, report, demand or payment will be deemed to be given to and received by the addressee when actually delivered to the particular address set out above.

## **22. CHANGE OF ADDRESSES**

**22.1** Either party may, from time to time, advise the other by notice in writing of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified will, for purposes of

## **21. RÉCEPTION**

**21.1** S'ils sont envoyés par la poste, lesdits avis, documents, états, rapports, paiements ou demandes seront réputés fournis à leur destinataire et reçus par celui-ci le cinquième jour ouvrable après leur envoi, sauf en cas d'interruption du service postal au Canada, auquel cas les avis, documents, états, rapports, paiements ou demandes susmentionnés seront réputés fournis à leur destinataire et reçus par ce dernier à la date de leur livraison à l'adresse donnée ci-dessus.

## **22. CHANGEMENT D'ADRESSE**

**22.1** L'une ou l'autre partie peut, à l'occasion, informer l'autre partie par écrit de tout changement d'adresse, et à compter de la date à laquelle l'avis aura été donné, l'adresse précisée dans cet avis sera réputée être

this paragraph, be deemed to be the address of the party giving such notice.

l'adresse de la partie l'ayant donné.

### **23. GOVERNING LAW**

### **23. LOIS APPLICABLES**

**23.1** This Special Agreement will be construed in accordance with the laws of the Province of British Columbia.

**23.1** Cette entente spéciale sera interprétée conformément aux lois de la province de la Colombie-Britannique

### **24. TIME**

### **24. DÉLAI**

**24.1** Time will be of the essence of this Special Agreement.

**24.1** Le délai est une condition essentielle du contrat.

### **25. GENDER**

### **25. GENRE**

**25.1** In this Special Agreement "person" includes a corporation, firm or association and wherever the singular or masculine is used it will be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context or the parties so require.

**25.1** Dans cette entente spéciale, le terme «personne» englobe les sociétés ou corporations, les firmes et les associations, et chaque fois que le masculin ou le singulier est utilisé, il doit être interprété comme désignant le féminin ou le pluriel, selon le cas, chaque fois que le contexte l'exige.

### **26. MEANING OF SPECIAL AGREEMENT**

### **26. SIGNIFICATION D'«ENTENTE SPÉCIALE»**

**26.1** Unless the context otherwise indicates any reference to "this Special Agreement" means this instrument and all of the Annual Budgets attached to it and any reference to any paragraph or subparagraph by number is a reference to the appropriate paragraph or subparagraph in this Special Agreement.

**26.1** Sauf incompatibilité avec le contexte, l'expression «entente spéciale» désigne cet instrument et tous les budgets annuels qui y sont joints, et tout numéro d'alinéa ou de sous-alinéa renvoie à l'alinéa ou au sous-alinéa correspondant de cette entente spéciale.

### **27. DELEGATION OF EXERCISE OF DISCRETION**

### **27. DÉLÉGATION DE L'EXERCICE DU POUVOIR DISCRÉTIONNAIRE**

**27.1** Wherever in this Special Agreement any option or discretion is conferred upon the

**27.1** Lorsque, en vertu de cette entente spéciale, le Gouvernement de la Colombie-Britannique

Government of British Columbia or British Columbia is authorized or empowered to do, perform or consent to any act, matter or thing, such option or discretion may be exercised or such act, matter or thing may be done, performed or consented to on behalf of British Columbia by the Minister of Education, Skills and Training, any person designated or authorized by the Minister may exercise such option or discretion or do, perform or consent to such act, matter or thing.

dispose d'un choix ou d'un pouvoir discrétionnaire ou qu'il est autorisé ou habilité à faire ou à approuver quelque chose, ce choix ou ce pouvoir peut être exercé et cette chose peut être faite ou approuvée en son nom par le ministre de l'Éducation et de la Formation professionnelle ou par toute personne désignée ou autorisée à cette fin par le Ministre.

## **28. READINGS**

**28.1** The headings or captions in this Special Agreement are inserted for convenience only and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Special Agreement.

## **28. LECTURE**

**28.1** Les titres ou sous-titres figurant dans cette entente spéciale y ont été insérés par souci de commodité et ne définissent, ne limitent, ne modifient ou n'étendent en aucune façon la portée ou la signification des dispositions de l'entente.

## **29. SEVERABILITY**

**29.1** If any provision of this Special Agreement or the application thereof to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Special Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.

## **29. DIVISIBILITÉ**

**29.1** Le fait que l'une ou l'autre des dispositions de cette entente spéciale soit nulle ou inapplicable dans une certaine mesure à quelque personne ou circonstance que ce soit, n'affecte en rien les autres dispositions de l'entente spéciale, qui peuvent être appliquées à toute autre personne ou circonstance dans la mesure permise par la loi.

## **30. CURRENCY**

**30.1** All dollar amounts expressed in this Special Agreement refer to lawful currency of Canada.

## **30. DEVISE**

**30.1** Toutes les sommes exprimées en dollars dans cette entente spéciale le sont dans la devise ayant cours légal au Canada.

**31. WAIVER**

**31.1** No consent or waiver, expressed or implied by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party hereunder.

**31. RENONCIATION**

**31.1** Le fait que l'une des parties consente explicitement ou implicitement à un manquement de l'autre partie à ses obligations aux termes de la présente entente ou qu'elle renonce explicitement ou implicitement à ses recours en de tels cas ne doit en aucun cas être interprété ou considéré comme un consentement de ladite partie à tout autre manquement à l'exécution de l'entente ou comme une renonciation de cette partie à ses recours en cas d'un tel manquement.

IN WITNESS WHEREOF the parties have executed  
this Special Agreement on the day and year first  
above written.

EN FOI DE QUOI, les parties ont validé la présente  
entente spéciale à la date figurant en première page.

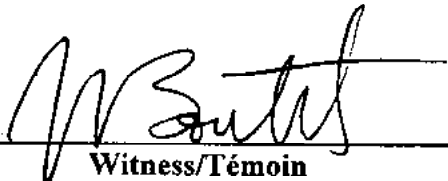
IN THE PRESENCE OF:

EN PRÉSENCE DE :

GOVERNMENT OF CANADA


GOUVERNEMENT DU CANADA

  
Minister of Canadian Heritage/  
Ministre du Patrimoine canadien

  
Witness/Témoin

GOVERNMENT OF BRITISH COLUMBIA

GOUVERNEMENT DE LA COLOMBIE-  
BRITANNIQUE

  
Minister of Education, Skills and Training/  
Ministre de l'Éducation et de la Formation professionnelle

  
Witness/Témoin



Minister  
of Canadian Heritage



Ministre  
du Patrimoine canadien

Ottawa, Canada K1A 0M5

MAR 27 2002

The Honourable Christy Clark, M.L.A.  
Minister of Education and Deputy Premier  
Government of British Columbia  
Parliament Buildings, Room 248  
Victoria, British Columbia V8W 9E2

Dear Ms. Clark:

Further to my letter of June 16, 2000, to your predecessor, the Honourable Penny Priddy, I am writing to you regarding the Government of Canada's contribution of \$15,000,000, toward the renovation and construction of several schools in British Columbia.

I am pleased to inform you that I have now signed the *Canada - British Columbia Auxiliary Agreement on Capital Projects*. I am sure you will agree that the projects described in this agreement will be important in ensuring the development and vitality of the Francophone community. You will find enclosed four copies of the Agreement. I would kindly ask you to countersign them and to return one English- and one French-language copy to the Official Languages Support Programs Branch of my department.

The collaborative efforts of both levels of government in developing these projects are to be commended, and I look forward to continuing to work with you to improve minority-language education and second-language instruction in British Columbia.

Yours sincerely,

A handwritten signature in cursive script that reads "Sheila Copps".

Sheila Copps

Enclosures

Canada

**CANADA - BRITISH COLUMBIA AGREEMENT  
FOR MINORITY-LANGUAGE EDUCATION  
AND SECOND-LANGUAGE INSTRUCTION**

**CANADA - BRITISH COLUMBIA AUXILIARY AGREEMENT  
ON CAPITAL PROJECTS**

**CANADA - BRITISH COLUMBIA AUXILIARY AGREEMENT  
ON CAPITAL PROJECTS**

**THIS AUXILIARY AGREEMENT** has been concluded in English and in French on this 27<sup>th</sup>  
day of March 2002

**BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, hereinafter referred  
to as "Canada", represented by the Minister of Canadian Heritage

**AND: HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA**,  
hereinafter referred to as "British Columbia", represented by the Minister of  
Education.

**WHEREAS** Canada recognizes, in the *Constitution*, the *Canadian Charter of Rights and  
Freedoms* and the *Official Languages Act*, that English and French are the official languages of  
Canada;

**WHEREAS** Canada is committed to promoting the prosperity of the official language minorities  
in Canada and to supporting their development;

**WHEREAS** section 23 of the *Canadian Charter of Rights and Freedoms* recognizes the right of  
Canadian citizens belonging to the English- or French-language minority in a province or  
territory to have their children educated in that language, at the elementary and secondary levels,  
where numbers of students warrant, and that this right includes, where the number of those  
children so warrants, the right to have them receive that instruction in minority-language  
educational facilities provided out of public funds;

**WHEREAS** a Protocol for Agreement between Canada and the provincial and territorial  
governments for minority-language education and second-language instruction (hereinafter  
referred to as the "Protocol") was signed on February 23, 2000 by the Minister of Canadian  
Heritage and the Chair of the Council of Ministers of Education, Canada, on behalf of all the  
provincial and territorial ministers responsible for education;

**WHEREAS** under the aforementioned Protocol, a bilateral agreement relative to minority-  
language education and second-language instruction (hereinafter referred to as the "bilateral  
Agreement") was signed between Canada and British Columbia;

**WHEREAS** Canada, in accordance with the terms of the Auxiliary Agreement, is prepared to  
allocate funds to implement several capital projects, for community facilities, which are  
elementary and secondary school projects in British Columbia;

**NOW THEREFORE**, given the reciprocal agreements contained herein, this Auxiliary  
Agreement bears witness to the fact that the parties agree on the terms and conditions hereinafter.

**1. PURPOSE OF THE CONTRIBUTION**

- 1.1 Subject to the provisions of Clause 2 of this Auxiliary Agreement, Canada agrees  
to contribute towards the expenditures incurred by British Columbia in order to  
carry out capital projects, for community facilities, hereinafter referred to as "the  
projects", described in Schedule A "Canada - British Columbia Projects and  
Estimates Contributions" and Schedule B "Description of Each Project and  
Estimate of Eligible Cost", for its Francophone communities.

## **2. MAXIMUM AMOUNT OF CANADA'S CONTRIBUTION**

- 2.1 Subject to the appropriation of funds by Parliament, the maintenance of current and forecasted budgetary levels provided for in the Official Languages in Education Program, and to the terms of this Auxiliary Agreement, Canada agrees to contribute towards the reasonable expenditures for the purpose described in Clause 1 of this Auxiliary Agreement up to a maximum of fifteen million dollars (\$15,000,000).
- 2.2 The amount referred to in Clause 2.1 shall be distributed as follows:
- |            |              |
|------------|--------------|
| 2001-2002: | \$ 160,000   |
| 2002-2003: | \$ 2,269,584 |
| 2003-2004: | \$ 1,169,180 |
| 2004-2005: | \$11,401,236 |
- 2.3 For more certainty funding provided by Canada for the projects referred to in clause 1.1 will be subject to approval of capital plans and capital funding by Province of British Columbia Treasury Board.
- 2.4 The amount referred to in Clause 2.1 shall be paid in accordance with expenses related to the projects specified in Schedule A and B, and such schedules as amended from time to time upon agreement by Canada and British Columbia.
- 2.5 Upon receipt of a formal request from British Columbia, the federal minister may modify Canada's contribution for specific projects as provided for in Schedules A and B, without modifying the maximum amount of the contribution specified in Clause 2.1 of this Auxiliary Agreement.

## **3. BRITISH COLUMBIA'S CONTRIBUTION**

- 3.1 Canada's contribution is conditional on British Columbia's providing a financial contribution equivalent to or greater than that of Canada for the implementation of capital projects contained in Schedule A.

## **4. BUDGET**

- 4.1 British Columbia agrees that the contributions referred to in Clause 2 shall apply only to the eligible expenditures described in Schedule B of this Auxiliary Agreement.
- 4.2 For the purpose of this Auxiliary Agreement, the eligible community facilities expenditures include, but are not limited to, expenditures in relation to an environmental assessment, renovation or construction of buildings, including site investigation, preparatory work, statements, preparation of plans and schedules of conditions, the parking lot, public service installations and expenditures in relation to essential furniture and equipment.

## **5. PAYMENT**

- 5.1 Canada agrees to pay to British Columbia, over the course of fiscal years, 2001-02, 2002-03, 2003-04 and 2004-05, the contributions referred to in Clause 2.2 of this Auxiliary Agreement as follows:
- a) an initial payment, representing about one half (50%) of Canada's contribution for the current fiscal year, upon receipt and acceptance by Canada of the following:
    - i) an updated version of Schedule A "Canada - British Columbia Projects and Estimated Costs";

- ii) an updated version of Schedule B "Description of Each Project and Estimate of Eligible Costs";
  - iii) a work schedule for the current fiscal year and the remaining years of the project;
  - iv) a list of furniture and equipment to be purchased during the current fiscal year;
- b) a second payment, not exceeding the balance of the approved contribution for the current fiscal year, shall be made upon receipt and acceptance by Canada of the following:
- i) certified interim financial statements reporting detailed actual expenditures for the period beginning April 1 and ending January 31 of the current fiscal year and supporting documents, and a forecast of expenditures for the two-month period ending March 31 of the current fiscal year;
  - ii) certified final financial statements reporting detailed actual expenditures and a final activity report for the 12-month period ending March 31 of the previous fiscal year and supporting documents, except for 2001-02.

5.2 All contributions payable for renovation or construction costs shall be subject to the receipt and acceptance by Canada of copies of the related signed contracts (for example, contracts with the architect or with the building contractor) and shall be made only when the environmental assessment provided for in Clause 10.1 has been completed to Canada's satisfaction.

5.3 The payments to be made by Canada to British Columbia pursuant to this Auxiliary Agreement shall be made within sixty (60) working days after receipt of the documents referred to in Clauses 5.1 and 5.2, provided that the data in the said documents are consistent with the terms and conditions of this Auxiliary Agreement and that British Columbia has followed up on any questions raised by Canada, where applicable.

## 6. OVERPAYMENT

6.1 In the event that payments made to British Columbia under this Auxiliary Agreement exceed the amounts to which British Columbia is entitled under this Auxiliary Agreement, any such surplus is payable forthwith to Canada. Where any surplus payable has not been repaid, an amount equal to the surplus may be deducted by Canada from any subsequent contribution amount payable to British Columbia.

## 7. ACTIVITY REPORTS, FINANCIAL STATEMENTS AND RELATED DOCUMENTATION

7.1 In addition to the certified financial statements and activity reports referred to in Clause 5.1, British Columbia shall submit to Canada certified final financial statements, supporting documentation and an activity report for the 2004-05 fiscal year in the six months following the end of that fiscal year.

7.2 For the purposes of this Auxiliary Agreement, the certified financial statements referred to in Clauses 5.1 and 7.1 refer to the detailed statements of expenditures incurred by British Columbia for each of the activities funded under this Auxiliary Agreement during the period contemplated. The certified financial statements shall clearly indicate all sources of revenue and all expenses incurred for the projects.

- 7.3 British Columbia shall submit to Canada a document attesting the official opening of new establishments.
- 7.4 For the purposes of this Auxiliary Agreement, each financial statement provided to Canada by British Columbia shall be certified by a senior program officer and a senior financial officer, both of whom shall be duly authorized by British Columbia and accepted by Canada.
- 7.5 For the purposes of this Auxiliary Agreement, the term "supporting documents" referred to in Clauses 5.1 and 7.1, means :
- a) when applied to architect's fees, certification by the ministry, and renovation or construction costs, a written certificate by the architect acknowledging the value of work completed in accordance with the contractual documents;
  - b) when applied to essential furniture and equipment, a document prepared and certified by British Columbia listing the goods purchased, their price and their quantity;
  - c) when applied to the title of a property, a copy of the Certificate of Title.

## **8. TENDERS**

- 8.1 Before awarding the renovation or construction contracts for the establishments, British Columbia shall publish a call for tenders in one or more English-language and French-language newspapers.

## **9. RENOVATION PLAN, ESSENTIAL FURNITURE AND EQUIPMENT**

- 9.1 British Columbia shall submit for Canada's approval the Project Definition, detailed schedule and budget for the renovation or construction work, and shall have completed to Canada's satisfaction, the environmental impact assessment provided for in Clause 10.1.
- 9.2 The new establishments shall be substantially complete and ready for occupancy by no later than March 31, 2005.
- 9.3 British Columbia shall ensure that the new facilities are accessible to disabled persons, according to the British Columbia Building Code.
- 9.4 For the purpose of this Auxiliary Agreement, "essential furniture and equipment" means the furniture and equipment necessary for the operation and maintenance of the building and the land that are usually and reasonably provided for in such an institution in British Columbia, excepting perishable items.

## **10. ENVIRONMENTAL IMPACT ASSESSMENT**

- 10.1 British Columbia acknowledges Canada's obligations in the area of environmental assessment and undertakes to provide Canada with all information and analyses necessary for the assessment of the environmental effects with respect to the projects that are the subject of this Auxiliary Agreement, in accordance with the *Canadian Environmental Assessment Act*.
- 10.2 The costs of the environmental assessment are an integral part of the projects costs and, as such, are eligible for financial assistance by Canada, in accordance with the provisions of this Auxiliary Agreement.
- 10.3 British Columbia shall respect any municipal, provincial and federal by-laws and regulations related to the protection of the environment.

**11. CONSULTATION**

- 11.1 British Columbia will ensure representatives of the *Conseil scolaire francophone* and Francophone communities have been consulted, when deemed necessary, during the planning, design and implementation phases of the renovation or construction projects. Principal representatives shall agree on appropriate consultation and decision-making mechanisms.

**12. PARTNERSHIP**

- 12.1 The parties acknowledge that this Auxiliary Agreement does not constitute an association for the purpose of forming a partnership or joint venture, nor does it create any agency relationship between Canada and British Columbia.

**13. ACCESS TO PREMISES**

- 13.1 British Columbia shall allow the Minister of Canadian Heritage or her representatives to visit the premises or sites where the activities funded under this Auxiliary Agreement are being carried out.

**14. PUBLIC ACKNOWLEDGEMENT**

- 14.1 During the renovation or construction, British Columbia shall publicly acknowledge Canada's contribution, in both official languages, and shall allow representatives of Canada to participate fully in any official ceremony to mark Canada's contribution to the project and, at the conclusion of the work, in the official opening of the establishments.
- 4.2 Upon completion of the renovation or construction, British Columbia shall install a plaque acknowledging Canada's participation in the project. The text of this plaque, which shall be written in English and French, and its presentation, shall be submitted for Canada's approval.

**15. INSURANCE**

- 15.1 British Columbia shall take the necessary steps to ensure that each establishment is insured at all times against fire, loss or damage, regardless of causes, for the full replacement value of the project.

**16. MEMBERS OF THE HOUSE OF COMMONS, THE SENATE AND THE LEGISLATIVE ASSEMBLY OF BRITISH COLUMBIA**

- 16.1 No member of the House of Commons, the Senate or the Legislative Assembly of British Columbia may be admitted to any share or part of this Auxiliary Agreement or to any benefit arising therefrom.

**17. OFFICIALS AND EMPLOYEES OF THE GOVERNMENT**

- 17.1 No official or employee of Canada may be admitted to any share or part of this Auxiliary Agreement or to any benefit arising therefrom without the consent in writing of the Minister to whom the official or employee reports.

**18. LIABILITY OF CANADA**

- 18.1 Canada is not liable for any injury, including fatal injury, or material damage suffered by British Columbia or anyone else as a result of the implementation of this Auxiliary Agreement by British Columbia unless such injuries or damages are attributable to the fault of an employee or agent of Canada in the course of his or her duties.



## 19. INDEMNIFICATION

- 19.1 British Columbia shall indemnify Canada and the Minister of Canadian Heritage and their servants or agents and release them from any liability for and against all claims, losses, damages, costs and expenses related to any injury or death of a person, or loss or damage to property caused or alleged to be caused by British Columbia or its servants or agents in carrying out the activities described in this Auxiliary Agreement.

## 20. METHOD OF AMENDMENT AND TERMINATION

- 20.1 This Auxiliary Agreement may be modified by written consent of both parties or any persons duly authorized in writing to act on their behalf.
- 20.2 The parties may, by mutual agreement in writing, amend this Auxiliary Agreement, extend or terminate it during the term of the Agreement.
- 20.3 Either party may terminate this Auxiliary Agreement at the end of the current fiscal year by giving notice in writing to the other party at least one full fiscal year in advance.
- 20.4 Upon receipt of such a notice as described in Clause 20.3:
- a) no new measure shall be undertaken; and
  - b) the existing measures shall terminate as of the date provided for in this notice and no expenditure shall be made after the date of expiration of this Auxiliary Agreement.

## 21. DURATION

- 21.1 This Auxiliary Agreement shall be binding on both parties, to this agreement, only during the period beginning April 1, 2001 to March 31, 2005, and all contributions payable by Canada under the terms of this Auxiliary Agreement shall be paid in accordance with the activities carried out and British Columbia's expenditures during that period.

## 22. FINANCIAL AUDIT

- 22.1 British Columbia shall keep accounts and records for the projects, which shall at reasonable times, be open to audit and inspection by authorized representatives of Canada who may make copies and take extracts therefrom.
- 22.2 British Columbia shall afford facilities for audit and inspection and shall furnish authorized representatives of Canada with such information as Canada or they may from time to time require.

## 23. COMMUNICATIONS

- 23.1 Any notice concerning this Auxiliary Agreement intended for Canada shall be sent by mail to the following address:

The Minister of Canadian Heritage  
Ottawa, Ontario  
K1A 0M5

- 23.2 Any notice concerning this Auxiliary Agreement intended for British Columbia shall be sent by mail to the following address:

The Minister of Education  
Government of British Columbia  
Parliamentary Buildings  
Victoria, British Columbia  
V8V 1X4

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

**24. SCHEDULE**

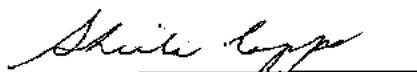
24.1 The attached Schedules are an integral part of this Auxiliary Agreement:

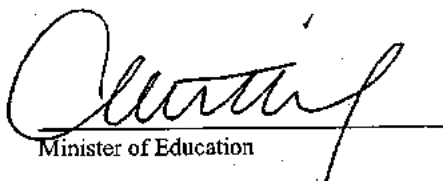
Schedule A "Canada - British Columbia Projects and Estimated Contributions";  
and  
Schedule B "Description of Each Project and Estimate of Eligible Costs".

IN WITNESS HEREOF, the parties have signed this Auxiliary Agreement on the date first above written.

ON BEHALF OF CANADA

ON BEHALF OF  
BRITISH COLUMBIA

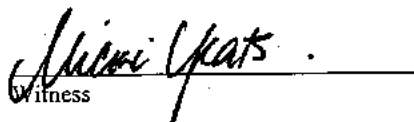
  
Minister of Canadian Heritage

  
Minister of Education

IN THE PRESENCE OF:

IN THE PRESENCE OF:

  
Witness

  
Witness

CANADA - BRITISH COLUMBIA PROJECTS AND ESTIMATED CONTRIBUTIONS

Approved Projects	Project Name	BC Previous Expenditures not included in total project cost	Total Project Cost	BC Contribution	Canada Contribution	Estimated Expenditures (Canada Contributions)			
						2001-02	2002-03	2003-04	2004-05
Project No.						2001-02	2002-03	2003-04	2004-05
111876	Gabrielle-Roy Regional School	\$3,385,203	\$12,515,772	\$10,458,405	\$2,057,367	\$120,000	\$1,278,662	\$658,705	\$0
111874	André Piolar Regional School	\$6,550,000	\$8,714,352	\$7,172,955	\$1,541,397	\$40,000	\$990,922	\$510,475	\$0
Future projects to be approved									
	Vanconver Area Region	\$9,644,000	\$17,038,452	\$12,538,452	\$4,500,000	\$0	\$0	\$0	\$4,500,000
	Victor Brodeur School (Greater Victoria)	\$4,000,000	\$11,274,000	\$8,274,000	\$3,000,000	\$0	\$0	\$0	\$3,000,000
	Des Pionniers Regional School (Coquitlam)	\$0	\$13,000,000	\$11,000,000	\$2,000,000	\$0	\$0	\$0	\$2,000,000
	Les Deux-rives (Mission, Abbotsford, Maple Ridge East)	\$0	\$3,614,954	\$2,814,954	\$800,000	\$0	\$0	\$0	\$800,000
	L'Anse-au-sable (Kelowna Region)	\$0	\$3,191,200	\$2,791,200	\$400,000	\$0	\$0	\$0	\$400,000
	La Vétendrye (Chilliwack Region)	\$0	\$1,234,570	\$834,570	\$400,000	\$0	\$0	\$0	\$400,000
	Des Voyageurs (Langley Region)		\$1,094,604	\$793,368	\$301,236	\$0	\$0	\$0	\$301,236
	<b>Total</b>	<b>\$23,579,203</b>	<b>\$71,677,904</b>	<b>\$56,677,904</b>	<b>\$15,000,000</b>	<b>\$160,000</b>	<b>\$2,269,584</b>	<b>\$1,169,180</b>	<b>\$11,401,236</b>

CANADA-BRITISH COLUMBIA AUXILIARY AGREEMENT ON  
CAPITAL PROJECTS

DESCRIPTION OF EACH PROJECT AND ESTIMATE OF ELIGIBLE COST

Gabrielle-Roy Regional School (Surrey) Project

Cost Description	Canada Cost (\$)	British Columbia Cost (\$)	Estimate Fiscal Year 2001/02 (\$)	Estimate Fiscal Year 2002/03 (\$)	Estimate Fiscal Year 2003/04 (\$)
Site Development	354,791				
Construction	1,319,693				
Equipment and Furnishings	239,000				
Fees	137,590				
Contingency	6,293				
<b>Total</b>	<b>2,057,367</b>	<b>10,458,405</b>	<b>120,000</b>	<b>1,278,662</b>	<b>658,705</b>

The following community enhancements can be incorporated into the design of the new elementary/secondary school to serve the Surrey area francophone population:

- 10 Pre-School
- 20 120 Seat Experimental Theatre
- 30 Expanded Multi-Purpose Room that will serve as a Second Gym and a Stage for the Large Gym.

André-Piolat Regional School (North Vancouver) Project

Cost Description	Canada Cost (\$)	British Columbia Cost (\$)	Estimates Fiscal Year 2001/02 (\$)	Estimates Fiscal Year 2002/03 (\$)	Estimates Fiscal Year 2003/04 (\$)
Site Development	238,593				
Construction	1,004,537				
Equipment and Furnishings	162,785				
Fees	103,183				
Contingency	32,299				
<b>Total</b>	<b>1,541,397</b>	<b>7,172,955</b>	<b>40,000</b>	<b>990,922</b>	<b>510,475</b>

The following community enhancements are to be incorporated into the design of a new elementary/secondary school to serve the North Vancouver area francophone population:

- 10 Pre-School
- 20 Expanded Gym
- 30 Expanded Library
- 40 Performing Arts Component
- 50 Community Foyer

Vancouver Regional School (Vancouver) Project

Cost Description	Canada Cost (\$)	British Columbia Cost (\$)	Estimate Fiscal Year 2001/02 (\$)	Estimate Fiscal Year 2002/03 (\$)	Estimate Fiscal Year 2003/04 (\$)	Estimate Fiscal Year 2004/05 (\$)
Site Development	1,395,135					
Construction	2,372,772					
Equipment and Furnishings	428,076					
Fees	225,368					
Contingency	78,649					
<b>Total</b>	<b>4,500,000</b>	<b>12,538,452</b>	<b>0</b>	<b>0</b>		<b>4,500,000</b>

Note 1 - Projected total cost only. Refer to Section 2, Clause 2.3.

Community enhancements will be incorporated into the design of a new school in the Vancouver area. Acquisition of land is anticipated in order to accommodate the building footprint and parking requirements. When a site is purchased then a 980 student capacity school will be built. The following enhancements are under consideration:

- 10 Full Day Kindergarten
- 20 Pre School
- 30 Performance Arts
- 40 Expanded Library
- 50 Expanded Gymnasium
- 60 Expanded Multi-Purpose Area
- 70 Ancillary spaces such as mechanical, washrooms, circulation and structure.



**Des Pionniers Regional School (Coquitlam) Project**

Cost Description	Canada Cost (\$)	British Columbia Cost (\$)	Estimates Fiscal Year 2001/02 (\$)	Estimates Fiscal Year 2002/03 (\$)	Estimates Fiscal Year 2003/04 (\$)	Estimates Fiscal Year 2004/05 (\$)
Site Development	232,108					
Construction	1,200,000					
Equipment and Furnishings	331,200					
Fees	169,729					
Contingency	66,963					
<b>Total</b>	<b>2,000,000</b>	<b>11,000,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,000,000</b>

Note 1 - Projected total cost only. Refer to Section 2, Clause 2.3.

Community enhancements can be incorporated into surplus space at the existing school buildings. The following enhancements are under consideration:

- 10 Convert industrial education annex for various community facilities
- 20 Day Care
- 30 Pre School
- 40 After-School Program
- 50 Site Development for fields, tennis courts, skate board park, adventure playground, etc.
- 60 Library - purchase books and equipment for adult use.

Victor Brodeur School (Greater Victoria) Project

Cost Description	Canada cost (\$)	British Columbia Cost (\$)	Estimates Fiscal Year 2001/02 (\$)	Estimates Fiscal Year 2002/03 (\$)	Estimates Fiscal Year 2003/04 (\$)	Estimates Fiscal Year 2004/05 (\$)
Site Development	250,560					
Construction	1,875,000					
Equipment and Furnishings	517,500					
Fees	255,673					
Contingency	101,267					
<b>Total</b>	<b>3,000,000</b>	<b>8,274,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>Note 1 3,000,000</b>

Note 1 - Projected total cost only. Refer to Section 2, Clause 2.3.

It is anticipated that the community enhancements can be accommodated within surplus space at the existing school. The enhancements are under consideration:

- 10 Performing Arts Centre
- 20 Day Care
- 30 Pre School
- 40 After School Program
- 50 Site Development
- 60 Library - purchase of books and supplies for adult use.

Enhancements to Francophone homogeneous schools (K-7) that have been transferred to the *Conseil scolaire francophone*

Renovations and additions are recommended for these schools

School	Capital Project Enhancements	Canada Cost (\$)	British Columbia Cost (\$)	Estimates Fiscal Year 2001/02 (\$)	Estimates Fiscal Year 2002/03 (\$)	Estimates Fiscal Year 2003/04 (\$)	Estimates Fiscal Year 2004/05 (\$)
Les Deux-rives	New addition for secondary Grades	800,000	2,814,954				Note 1 800,000
L'Anse-au-sable	Renovation and addition	400,000	2,791,200				Note 1 400,000
La Vérendrye	New Addition	400,000	834,570				Note 1 400,000
Des voyageurs	Renovation and addition	301,236	793,368				Note 1 301,236
<b>Total</b>		<b>1,901,236</b>	<b>7,234,092</b>	<b>0</b>	<b>0</b>	<b>0</b>	Note 1 <b>11,901,236</b>

Note 1 - Projected total cost only. Refer to Section 2, Clause 2.3.



# Je suis compté, donc je suis!

[Accueil][Opinion][Libre opinion]



Photo: Marc Bruxelles / Getty Images L'un des facteurs du recul du français au Canada est «l'absence d'un réseau adéquat d'écoles francophones à l'extérieur du Québec», soutiennent les signataires.

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## Texte collectif\*

28 janvier 2017

[LIBRE OPINION](#)

[Libre opinion](#)

Le Devoir faisait état du recul marqué de la population de langue maternelle française projeté par Statistique Canada au Québec et ailleurs au pays ([« Le français reculera au Québec comme au Canada »](#)). Bien que la perte de vitesse du français comme langue maternelle au Québec soit notable, elle est certainement plus préoccupante à l'extérieur du Québec. Selon les estimations, la proportion d'individus ayant le français comme langue maternelle à l'extérieur du Québec passera de 3,8 % à 2,7 %. Ce phénomène serait en grande partie dû à l'immigration, mais aussi à

l'assimilation linguistique, à la faible fécondité et au vieillissement de la population.

L'un des facteurs qui contribuent le plus à cette tendance inquiétante est l'absence d'un réseau adéquat d'écoles francophones à l'extérieur du Québec. Un nombre très important d'enfants admissibles à une éducation en langue française n'a d'autre choix que de fréquenter des écoles anglophones. Or, tous s'entendent pour dire que, si les enfants francophones n'ont pas accès à une éducation dans leur langue, il sera beaucoup plus difficile pour eux de la conserver, sans parler d'essayer de la transmettre à la prochaine génération.

Quelle proportion d'enfants admissibles n'est pas inscrite dans des écoles francophones ? On entend souvent (et notamment cette semaine) qu'environ la moitié des enfants admissibles n'y vont pas. La vérité, c'est qu'il pourrait y en avoir deux fois plus. Combien, au juste ? Impossible de le savoir ! Pourquoi ? Parce que le recensement canadien n'a jamais posé les questions nécessaires...

Comment cela est-il possible ? Trois catégories de citoyens canadiens ont le droit de faire instruire leurs enfants en français à l'extérieur du Québec en vertu de l'article 23 de la Charte canadienne des droits et libertés (et bien d'autres sont, dans les faits, admissibles) :

1) les parents dont la langue maternelle est le français ;

2) les parents qui ont fait une partie importante de leur scolarité au niveau primaire dans une école de langue française ;

3) les parents dont l'un des enfants fréquente ou a fréquenté une école de langue française.

La seule question du recensement permettant de déterminer si un parent a le droit d'envoyer ses enfants dans une école de langue française est celle sur la langue maternelle. Aucune question n'est posée sur la langue de scolarité des parents ou de leurs enfants. Ainsi, sur trois catégories de titulaires de droits, une seule est « comptée » par Statistique Canada dans le recensement. Encore là, la formulation de la question sur la langue maternelle décourage les réponses multiples, donc beaucoup d'individus ayant appris plus d'une langue en indiquent une seule.

Le résultat ? De très nombreuses communautés francophones sont privées d'accès à des écoles de langue française à l'extérieur du Québec parce qu'une proportion importante et toujours croissante de leurs membres n'est pas identifiée par le recensement. Si rien n'est fait, cette tendance est condamnée à s'alourdir étant donné le nombre très élevé et grandissant de couples exogames (c'est-à-dire des couples dont seulement un membre est francophone) et du nombre d'enfants qui apprennent le français seulement à la maternelle. Dans ces deux cas, il s'agit d'individus ayant le droit d'inscrire leurs enfants dans des écoles de langue française, mais qui ne sont pas recensés comme tels par Statistique Canada et qui ne peuvent donc pas être pris en compte lorsque vient le

temps de prendre des décisions sur l'ouverture de programmes scolaires ou de nouvelles écoles.

### **Flou statistique**

Il s'agit d'un problème de taille pour les communautés d'expression française à l'extérieur du Québec, qui doivent constamment lutter pour préserver leur langue et leur culture. Idem pour les nombreux Québécois qui s'installent à l'ouest d'Ottawa et qui souhaitent que leurs enfants soient instruits en français.

Heureusement, la solution est simple, peu coûteuse et réalisable : Statistique Canada peut et doit modifier le prochain recensement, qui aura lieu en 2021, de manière à ce qu'il pose deux questions additionnelles pour ainsi déterminer la totalité des enfants admissibles à recevoir une éducation en langue française.

Il n'est pas trop tard, mais Statistique Canada — qui relève de Navdeep Bains, ministre de l'Innovation, des Sciences et du Développement économique — doit agir rapidement, car les préparations du recensement ont déjà commencé et les changements potentiels au questionnaire doivent faire l'objet de tests dès 2018. Il est aussi important que Patrimoine canadien et sa ministre, Mélanie Joly, fassent preuve de leadership dans ce dossier important pour l'épanouissement des communautés francophones, une question qui relève de cette dernière en vertu de la partie VII de la Loi sur les langues officielles.

Imaginez s'il n'était pas possible pour le gouvernement québécois de déterminer le bassin d'élèves habitant



dans un arrondissement de Montréal. Il serait alors impossible de prévoir le nombre ou la taille des écoles. On crierait au meurtre, et avec raison ! Ce que les francophones hors Québec demandent, c'est un accès à des données leur permettant de prendre des décisions basées sur des faits, comme l'ensemble des décideurs publics. Il est absurde que nous n'ayons pas eu accès à de telles données jusqu'à ce jour, et il est grand temps de remédier à cette situation.

\* Ont signé ce texte: Mark C. Power, Marc-André Roy, Justin Dubois, Jean-Pierre Hachey, Maxine Vincelette, Ania Kolodziej, Jennifer Klinck, Avocats, Juristes  
Power





January 24, 2017

Ref: 192377

The Honourable Navdeep Bains, PC, MP  
Minister of Innovation, Science and Economic Development  
Minister responsible for Statistics Canada  
235 Queen Street  
Ottawa, Ontario K1A 0H5

Dear Minister Bains:

I am informed the Conseil scolaire francophone de la Colombie-Britannique ("CSF") has written to you requesting the Canadian census be modified in order to better evaluate the number of children who have at least one parent entitled, under section 23 of the *Canadian Charter of Rights and Freedoms* (the "*Charter*"), to minority language education rights.

I write to you in support of the CSF. The Ministry of Education supports the CSF's request for receiving complete and reliable data regarding the three categories of minority language education rights holders under section 23 of the *Charter* and agrees that the efficient way to access this information is through the Statistics Canada census.

I understand consultations regarding the next census have begun, and new or modified questions will be tested by Statistics Canada in 2018, for inclusion in the 2021 census.

If you have any questions or require further information, please contact me directly by phone at (250) 356-6750, or by email at [Shanna.Mason@gov.bc.ca](mailto:Shanna.Mason@gov.bc.ca).

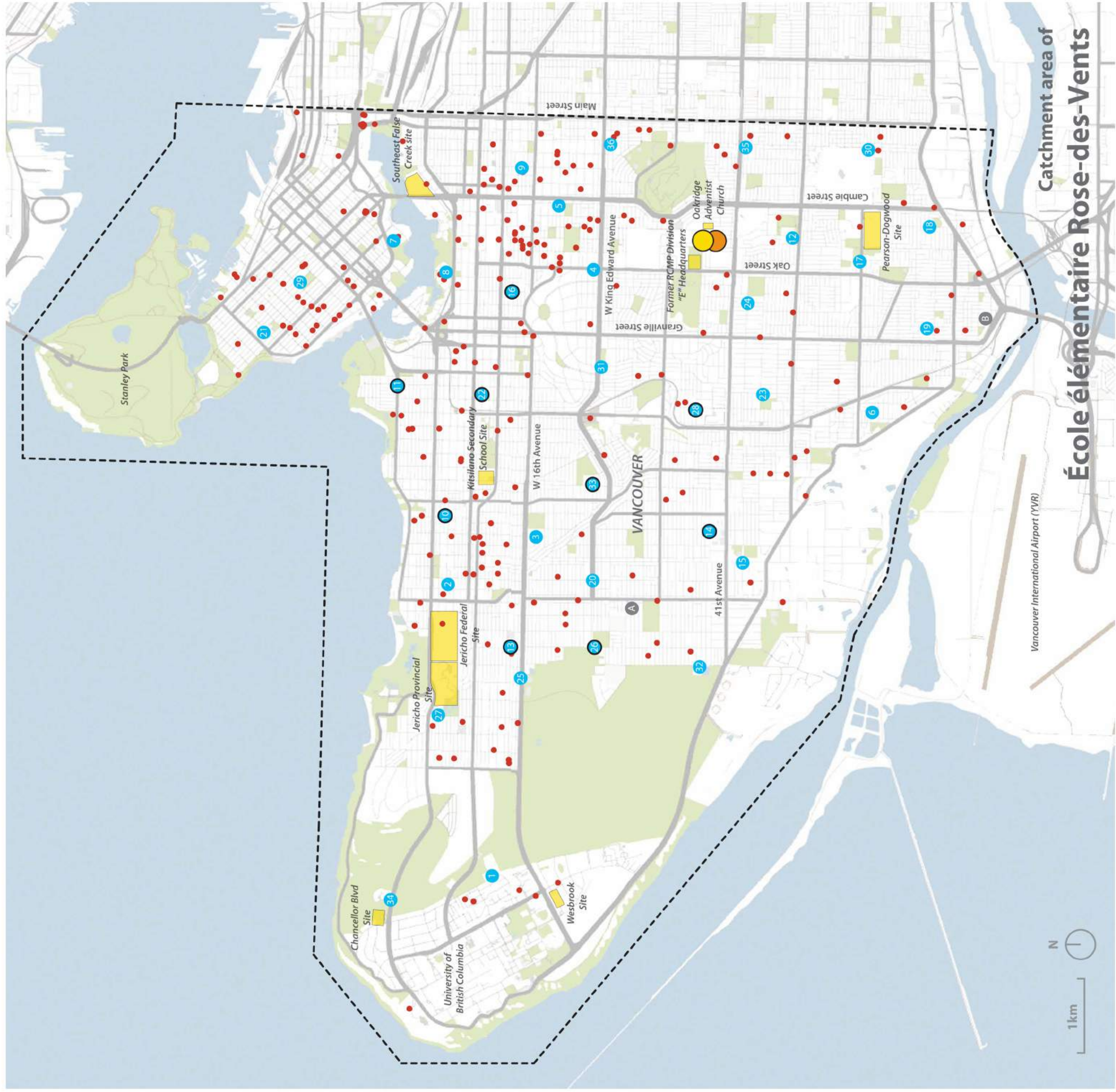
Sincerely,

Shanna Mason  
Assistant Deputy Minister  
Capital Division

pc: Marie-France Lapierre, Chairperson, Conseil scolaire francophone  
Sylvain Allison, Secretary-Treasurer, Conseil scolaire francophone







- École élémentaire Rose-des-Vents
- École secondaire Jules-Verne
- 5445 Baillie Street, Vancouver, BC V5Z 3M6
- Addresses of École élémentaire Rose-des-Vents students in the 2012/2013 school year
- École élémentaire Rose-des-Vents catchment area
- Former locations of École élémentaire Rose-des-Vents
- SD39 English-language elementary schools
- English-language schools offering French immersion
- Park

- |   |  |   |  |
|---|--|---|--|
| <b>1</b> Acadia Road Elementary<br>2400 Acadia Road         | <b>10</b> General Gordon Elementary<br>2888 W. 6th Avenue    | <b>19</b> Lloyd George Elementary<br>3370 Cedar Street            | <b>28</b> Quilchena Elementary<br>3380 Maple Street            |
| <b>2</b> Bayview Elementary<br>2251 Collingwood Street      | <b>11</b> Henry Hudson Elementary<br>1531 Cypress Street     | <b>20</b> Lord Kitchener Elementary<br>4425 W. King Edward Avenue | <b>29</b> Roberts Annex Elementary<br>1150 Nelson Street       |
| <b>3</b> Carnarvon Elementary<br>3400 Robson Street         | <b>12</b> Jamieson Elementary<br>6330 Trillick Street        | <b>21</b> Lord Roberts Elementary<br>1100 Blenheim Street         | <b>30</b> Sexsmith Elementary<br>7425 Ontario Street           |
| <b>4</b> Carr Elementary<br>4070 Oak Street                 | <b>13</b> Jules Quesset Elementary<br>3650 Green Street      | <b>22</b> Lord Tennyson Elementary<br>1928 W. 10th Avenue         | <b>31</b> Shaughnessy Elementary<br>4250 Marguerite Street     |
| <b>5</b> Cavell Elementary<br>308 W. 20th Avenue            | <b>14</b> Kerrisdale Elementary<br>5333 Compton Street       | <b>23</b> Maple Grove Elementary<br>4940 Cypress Street           | <b>32</b> Southlands Elementary<br>3327 Comar Street           |
| <b>6</b> Dr. R.E. McKechnie Elementary<br>7455 Maple Street | <b>15</b> Kerrisdale Annex Elementary<br>3320 W. 43rd Avenue | <b>24</b> Osler Elementary<br>5970 Selkirk Street                 | <b>33</b> Trafalgar Elementary<br>4170 Trafalgar Street        |
| <b>7</b> Elsie Roy Elementary<br>130 Dunsmuir Street        | <b>16</b> L'École Bilingue Elementary<br>1100 W. 14th Avenue | <b>25</b> Queen Elizabeth Elementary<br>1025 W. 10th Avenue       | <b>34</b> University Hill Elementary<br>3390 Commercial Street |
| <b>8</b> False Creek Elementary<br>900 School Green         | <b>17</b> Laurier Elementary<br>7301 Laurier Street          | <b>26</b> Queen Elizabeth Annex Elementary<br>4275 Crown Street   | <b>35</b> Van Horne Elementary<br>885 Ontario Street           |
| <b>9</b> Fraser Elementary<br>108 W. 15th Avenue            | <b>18</b> Laurier Annex Elementary<br>380 W. 65th Avenue     | <b>27</b> Queen Mary Elementary<br>2800 Franklin Street           | <b>36</b> Wolfe Elementary<br>4257 Ontario Street              |

**Former locations of École élémentaire Rose-des-Vents:**

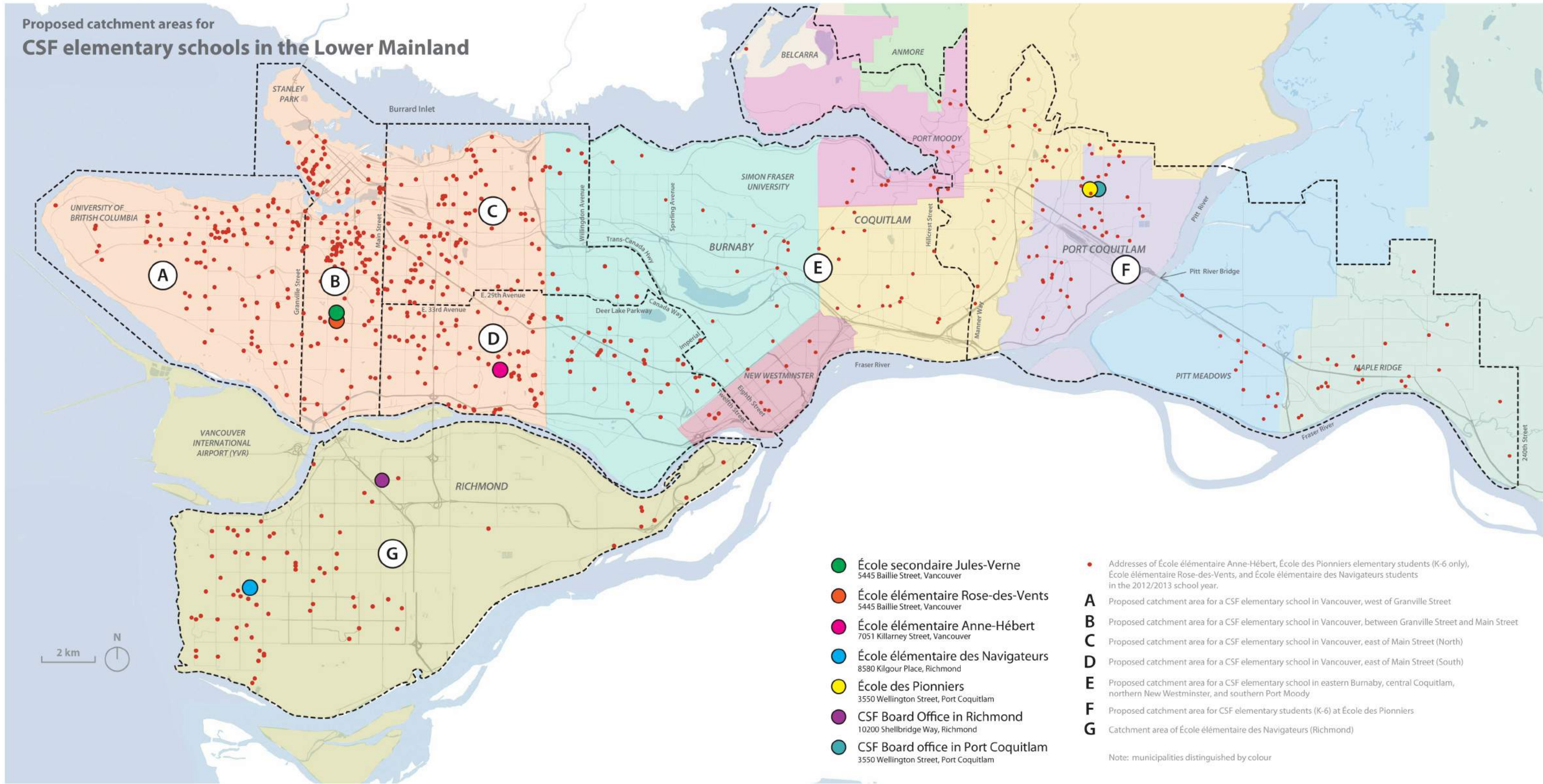
- 1997 - 1998 **A** Three-storey Townhouse  
3641 W. 20th Avenue
- 1998 - 2000 **B** St. Anthony's Parish  
1380 W. 23rd Avenue
- 2000 - 2001 **25** Queen Elizabeth Elementary  
4102 W. 16th Avenue

Note: seventeen (17) student addresses are located outside of the catchment area



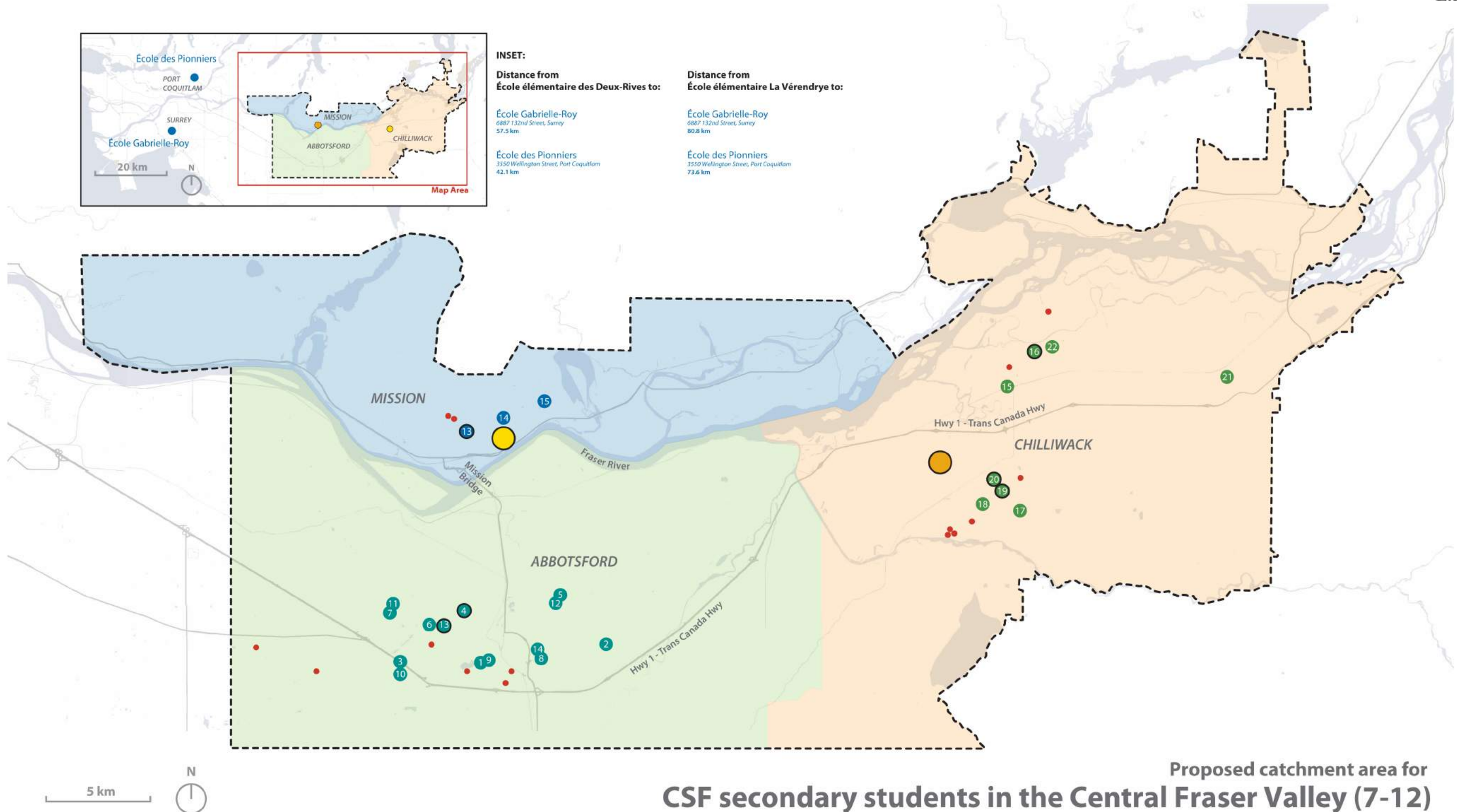


# Proposed catchment areas for CSF elementary schools in the Lower Mainland









### Proposed catchment area for CSF secondary students in the Central Fraser Valley (7-12)

- École élémentaire La Vérendrye  
6610 Lickman Road, Chilliwack, BC V2R 4A9
- École élémentaire des Deux-Rives  
7674 Stave Lake Road, Mission, BC V2V 4G4

- Addresses of École Gabrielle-Roy secondary students in the Central Fraser Valley in the 2012/2013 school year
- Proposed catchment area for the secondary students in the Central Fraser Valley (7-12)
- Proposed catchment area for K-6 students in Mission
- Proposed catchment area for K-6 students in Abbotsford
- Proposed catchment area for K-6 students in Chilliwack
- SD34 English-language middle/secondary schools
- SD33 English-language middle/secondary schools
- SD75 English-language secondary schools (7-12)
- English-language schools offering French immersion

- |  |   |   |  |
|--|---|---|--|
| <ul style="list-style-type: none"> <li><span style="color: teal;">●</span> 1 Abbotsford Middle School<br/>33231 Bevan Avenue</li> <li><span style="color: teal;">●</span> 2 Abbotsford School of Integrated Arts<br/>36232 Lower Sumas Mountain Road (Sumas Mountain Campus)</li> <li><span style="color: teal;">●</span> 3 Abbotsford Traditional Middle<br/>2272 Windsor Street</li> <li><span style="color: teal;">●</span> 4 Chief Dan George Middle<br/>32877 Old Riverside</li> <li><span style="color: teal;">●</span> 5 Clayburn Middle<br/>35139 Loburnum Avenue</li> <li><span style="color: teal;">●</span> 6 Colleen &amp; Gordie Howe Middle<br/>3174 Clearbrook Road</li> <li><span style="color: teal;">●</span> 7 Eugene Reimer Middle<br/>3433 Firhill Drive</li> </ul> | <ul style="list-style-type: none"> <li><span style="color: teal;">●</span> 8 William A. Fraser Middle<br/>34695 Blatchford Way</li> <li><span style="color: teal;">●</span> 9 Abbotsford Senior Secondary<br/>33355 Bevan Avenue</li> <li><span style="color: teal;">●</span> 10 Abbotsford Traditional Secondary<br/>2272 Windsor Street</li> <li><span style="color: teal;">●</span> 11 Rick Hansen Secondary<br/>31150 Blueridge Drive</li> <li><span style="color: teal;">●</span> 12 Robert Bateman Secondary<br/>35045 Exbury Avenue</li> <li><span style="color: teal;">●</span> 13 W.J. Mouat Secondary<br/>32355 Mouat Drive</li> <li><span style="color: teal;">●</span> 14 Yale Secondary<br/>34620 Old Yale Road</li> </ul> | <ul style="list-style-type: none"> <li><span style="color: green;">●</span> 15 A.D. Rundle Middle<br/>45660 Hocking Avenue</li> <li><span style="color: green;">●</span> 16 Chilliwack Middle<br/>46354 Yale Road</li> <li><span style="color: green;">●</span> 17 G.W. Graham Middle-Secondary<br/>45955 Thomas Road</li> <li><span style="color: green;">●</span> 18 Mount Slesse Middle<br/>5871 Tyson Road</li> <li><span style="color: green;">●</span> 19 Vedder Middle<br/>45560 South Sumas Road</li> <li><span style="color: green;">●</span> 20 Sardis Secondary<br/>45460 Stevenson Road</li> <li><span style="color: green;">●</span> 21 Rosedale Traditional School (K-9) *</li> </ul> | <ul style="list-style-type: none"> <li><span style="color: green;">●</span> 22 Chilliwack Secondary<br/>46363 Yale Road</li> <li><span style="color: blue;">●</span> 13 École Mission Secondary<br/>32939 7th Avenue</li> <li><span style="color: blue;">●</span> 14 Heritage Park Secondary<br/>33700 Prentis Avenue</li> <li><span style="color: blue;">●</span> 15 Hatzic Secondary<br/>34800 Dewdney Trunk Road</li> </ul> |
|--|---|---|--|

Note: distances from École élémentaire des Deux-Rives and École élémentaire La Vérendrye to École des Pionniers and École Gabrielle-Roy calculated using Google Maps distance calculator