

May 8, 2017

Dear Applicant:

Re: **Your request for access to information under Part II of the *Access to Information and Protection of Privacy Act* (Our File #: EDU/034/2017)**

On April 13, 2017, the Department of Education and Early Childhood Development (EECD) received your request for access to the following records/information:

"I would like to have a copy of the Federal, Provincial and francophone community agreement that created the Centre Scolaire est Communautaire de Grands Vents."

A decision has been made by the Deputy Minister for the Department of Education and Early Childhood Development (EECD) to provide access to the requested information. In accordance with your request, the responsive record is enclosed.

Please be advised that you may ask the Information and Privacy Commissioner to review the processing of your access request, as set out in section 42 of the *Access to Information and Protection of Privacy Act* (the Act). A request to the Commissioner must be made in writing within 15 business days of the date of this letter or within a longer period that may be allowed by the Commissioner.

The appeal may be addressed to the Information and Privacy Commissioner is as follows:

Office of the Information and Privacy Commissioner
2 Canada Drive
P. O. Box 13004, Stn. A
St. John's, NL. A1B 3V8
Telephone: (709) 729-6309
Toll-Free: 1-877-729-6309
Facsimile: (709) 729-6500

You may also appeal directly to the Supreme Court Trial Division within 15 business days after you receive the decision of the public body, pursuant to section 52 of the Act.

Please be advised that responsive records will be published following a 72 hour period after the response is sent electronically to you or five business days in the case where records are mailed to you. It is the goal to have the responsive records posted to the Completed Access to Information Requests website within one business day following the applicable period of time. Please note that requests for personal information will not be posted online.

If you have any further questions, please feel free to contact the undersigned by telephone at 709-729-7425 or by e-mail at amandagarland@gov.nl.ca.

Sincerely,



Amanda Garland
Manager of Information Services
ATIPP Coordinator

**CANADA - NEWFOUNDLAND AND LABRADOR AGREEMENT
FOR MINORITY-LANGUAGE EDUCATION AND
SECOND-LANGUAGE INSTRUCTION
2000-01 to 2002-03**

**AUXILIARY AGREEMENT ON
CAPITAL PROJECT FOR
SCHOOL-COMMUNITY CENTRE OF ST. JOHN'S**

**AUXILIARY AGREEMENT ON
CAPITAL PROJECT FOR
SCHOOL-COMMUNITY CENTRE OF ST. JOHN'S**

THIS AUXILIARY AGREEMENT was made this 31st day of March, 2003

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

AND HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR, hereinafter referred to as "Newfoundland and Labrador" represented by the Minister of Education and the Minister for Intergovernmental Affairs for the Province of Newfoundland and Labrador.

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 minority communities in Canada and to supporting their development;

WHEREAS a Protocol between the Government of Canada and the provincial governments with respect to 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 territorial and provincial ministers;

WHEREAS a bilateral agreement between the Government of Canada and the Government of Newfoundland and Labrador relative to minority-language education and second-language instruction was signed on March 29, 2001, and this Auxiliary Agreement is concluded under the terms of this bilateral agreement;

WHEREAS Canada, in accordance with the terms of this Auxiliary Agreement, is prepared to allocate funds for the construction of the community component of the school-community centre of St. John's;

AND WHEREAS Newfoundland and Labrador has requested federal financial support from the Department of Canadian Heritage for the construction of the community component of the school-community centre of St. John's as part of its Francophone school governance initiatives;

NOW THEREFORE THIS AUXILIARY AGREEMENT WITNESSES THAT the parties hereto, in consideration of the mutual covenants hereinafter contained, agree to the following :

1. PURPOSE OF THE AGREEMENT

- 1.1 The construction of a francophone school-community centre to provide members of the French-language community in St. John's and the surrounding area adequate spaces with respect to primary and secondary level educational programs and services and community development.

2. PURPOSE OF THE CONTRIBUTION

- 2.1 Subject to the provisions of Clause 3 of this Agreement, Canada agrees to contribute towards the expenditures incurred by Newfoundland and Labrador for the following project, described in Appendix 1 of this Agreement: build, furnish and equip the French school-community centre of St. John's.

3. CONTRIBUTION OF CANADA

- 3.1 Subject to the appropriation of funds by Parliament, the maintenance of the current and forecasted budgetary levels provided for in the Official Languages in Education Program, and to the terms of this Agreement, Canada agrees to contribute toward the reasonable expenditures incurred for the purpose described in Clause 2 of this Agreement. The overall cost for the construction of the school-community centre of St. John's will be up to five million four hundred thousand dollars (\$5,400,000). Canada agrees to contribute up to three million dollars (\$3,000,000) for eligible expenditures incurred by Newfoundland and Labrador for the activities funded under this Agreement.

3.2 The amount referred to in Clause 3.1 shall be distributed as follows :

2002-03 :	\$ 200,000
2003-04 :	\$ 2,583,889
2004-05 :	\$ 216,111

4. CONTRIBUTION OF NEWFOUNDLAND AND LABRADOR

4.1 Newfoundland and Labrador agrees to contribute towards the reasonable expenditures incurred for the purpose described in Clause 2 of this Agreement up to two million four hundred thousand dollars (\$2,400,000) for eligible expenditures incurred by Newfoundland and Labrador for the activities funded under this Agreement.

4.2 Newfoundland and Labrador's contribution is subject to the annual appropriation of funds by the Legislature of Newfoundland and Labrador, to the maintenance of current and forecasted budgetary levels of the Department of Education of Newfoundland and Labrador and to the terms of this Agreement.

5. BUDGET

5.1 Newfoundland and Labrador agrees that the contribution referred to in Clause 3 shall apply only to the eligible expenditures described in Appendix 2 of this Auxiliary Agreement.

5.2 For the purposes of this Agreement, the eligible expenditures include, but are not limited to, expenditures in relation to construction of the buildings, including site investigation and site development, relevant preparatory work, statements, preparation of plans and schedules of conditions, and expenditures in relation to essential furniture and equipment.

6. PAYMENT

6.1 Subject to Clause 5.2, Canada agrees to pay to Newfoundland and Labrador, for each fiscal year of the Agreement, the contribution referred to in Clause 3.2 of this Agreement as follows :

- a) an initial payment, representing about one half (50%) of Canada's contribution for each fiscal year of the Agreement, upon receipt and acceptance by the Minister of the following:
 - i) a revised version of Appendix 2 "Estimate of Eligible Costs, Expenditures Timetable and Projected Contributions" ;
 - ii) a revised work schedule for the current fiscal year; and
 - iii) the 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 each fiscal year of the Agreement, 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) a revised version of Appendix 2 : "Estimate of Eligible Costs, Expenditures Timetable and Projected Contributions".

6.2 All contributions payable for construction costs shall be subject to the receipt and acceptance by the Minister of copies of the related signed contracts (for example, contracts with the architect or with the building contractor).

6.3 The payments to be made by Canada to Newfoundland and Labrador pursuant to this Agreement shall be made within sixty (60) working days after receipt and acceptance of the documents referred to in Clauses 6.1 and 6.2, provided that the data in the said documents are consistent with the terms and conditions of this Agreement.

7. OVERPAYMENT

- 7.1** In the event that payments made to Newfoundland and Labrador under the terms of this Agreement exceed the amounts to which Newfoundland and Labrador is entitled under this 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 amount payable to Newfoundland and Labrador.

8. FINANCIAL AUDIT

- 8.1** Canada reserves the right to audit or to have an audit conducted of the accounts and records of Newfoundland and Labrador in connection with the programs, projects and measures supported with Canada's contribution. Should such an audit take place, it would be undertaken by an auditor to be agreed upon by Canada and Newfoundland and Labrador.
- 8.2** Canada agrees to inform Newfoundland and Labrador of the results of any financial audit and to pay Newfoundland and Labrador, as soon as possible after the completion of the audit, any monies that the audit may show to be then due and owing to Newfoundland and Labrador. Newfoundland and Labrador agrees to pay to Canada, on being informed of the results of such financial audit, any monies that the audit may show to be due and owing to Canada.

9. ACTIVITY REPORTS, FINANCIAL STATEMENTS, AND RELATED DOCUMENTATION

- 9.1** In addition to the certified financial statements and reports on the progress of construction referred to in Clause 6.1, Newfoundland and Labrador shall submit to Canada certified final financial statements, supporting documentation and a report on the progress of construction in the six months following the end of fiscal year 2004-05.
- 9.2** For the purposes of this Agreement, the certified financial statements referred to in Clauses 6.1 and 9.1 refer to the detailed statements of expenditures incurred by Newfoundland and Labrador for each of the activities funded under this Agreement during the periods contemplated. The certified financial statements shall indicate clearly all sources of revenue and all expenses incurred for the project.
- 9.3** Newfoundland and Labrador shall submit to Canada a document attesting to the official opening of the school-community centre.
- 9.4** For the purposes of this Agreement, the financial statements provided to Canada by Newfoundland and Labrador shall be certified by a senior program officer and a senior financial officer, both of whom shall be duly authorized by Newfoundland and Labrador and accepted by Canada.
- 9.5** For the purposes of this Agreement, the term "supporting documents", referred to in Clauses 6.1 and 9.1 means :
- a) when applied to architect's fees and 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 Newfoundland and Labrador listing the goods purchased, their price and their quantity.

10. TENDERS

- 10.1** Before awarding the construction contract, Newfoundland and Labrador shall publish a call for tenders in one or a number of newspapers in English and French.

11. CONSTRUCTION PLAN, ESSENTIAL FURNITURE AND EQUIPMENT

- 11.1** Before awarding the construction contracts, Newfoundland and Labrador shall submit for Canada's approval the construction plans, the work schedule and the information and analyses necessary for the assessment of the environmental effects referred to in Clause 12.1 to Canada's satisfaction, if required by the *Canadian Environmental Assessment Act*.

- 11.2 The community component of the school-community centre shall be fully operational as of September 30, 2004.
- 11.3 Newfoundland and Labrador shall ensure that the new facilities are accessible to disabled persons.
- 11.4 For the purposes of this Agreement, "essential furniture and equipment" means the furniture and equipment necessary to the operation and maintenance of buildings and the land that are usually and reasonably provided for in such an institution in Newfoundland and Labrador, excepting perishable items.

12. ENVIRONMENTAL IMPACT ASSESSMENT

- 12.1 Newfoundland and Labrador acknowledges Canada's obligations in the area of environmental assessment and undertakes to provide Canada with all information and analyses necessary for assessment of the environmental effects with respect to the project that is the subject of this Agreement, in accordance with the *Canadian Environmental Assessment Act*.
- 12.2 Any payment of Canada's contribution with respect to the project that is the subject of this Agreement shall be made only when the environmental assessment provided for in Clause 12.1 has been completed to the satisfaction of Canada.
- 12.3 Newfoundland and Labrador shall respect any municipal, provincial and federal by-laws and regulations related to the protection of the environment.

13. PARTNERSHIP

- 13.1 The parties acknowledge that this 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 Newfoundland and Labrador.

14. ACCESS TO PREMISES

- 14.1 Newfoundland and Labrador shall allow the Minister of Canadian Heritage or her officials to visit the premises or sites where the activities funded under this Agreement are being carried out.

15. PUBLIC ACKNOWLEDGEMENT OF CANADA'S CONTRIBUTION

- 15.1 During the construction, Newfoundland and Labrador 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 school-community centre.
- 15.2 Upon completion of the construction, Newfoundland and Labrador shall install a plaque acknowledging Canada's participation in the project; the text of the plaque, which shall be written in both English and French, and its presentation, shall be submitted for Canada's approval.
- 15.3 Upon completion of work on the project, Newfoundland and Labrador will erect two flagpoles and raise the flags of Canada and Newfoundland and Labrador.

16. INSURANCE

- 16.1 Newfoundland and Labrador shall ensure that the school-community centre of St. John's will at all times be insured against fire, loss or damage, for whatever reason, for the full replacement value of the building.

17. MEMBERS OF THE HOUSE OF COMMONS, THE SENATE AND THE LEGISLATURE OF NEWFOUNDLAND AND LABRADOR

- 17.1 No member of the House of Commons, the Senate or the Legislature of Newfoundland and Labrador may be admitted to any share or part of this Agreement or to any benefit arising therefrom.

18. OFFICIALS AND EMPLOYEES OF THE GOVERNMENT

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

19. LIABILITY OF CANADA

19.1 Canada is not liable for any injury to the person, including fatal injury, or material damage suffered by Newfoundland and Labrador or anyone else as a result of the implementation of this Agreement by Newfoundland and Labrador unless such injuries, loss, or damages are attributable to the fault of an employee or agent of Canada in the course of his or her duties.

20. INDEMNIFICATION

20.1 Newfoundland and Labrador 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 Newfoundland and Labrador or its servants or agents in carrying out the activities described in this Agreement.

21. METHOD OF AMENDMENT AND TERMINATION

21.1 This Agreement may be modified by written consent of both parties or any persons duly authorized in writing to act on their behalf.

21.2 The parties may, by mutual agreement in writing, amend this Agreement or terminate it during the term of the Agreement.

22. DURATION

22.1 Clause 1 of this Agreement shall be binding on Newfoundland and Labrador only during the period beginning on April 1, 2002 and ending on March 31, 2005, and all contributions payable by the Minister under the terms of this Agreement shall be paid in accordance with the activities carried out and Newfoundland and Labrador's expenditures during that period.

23. COMMUNICATIONS

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

Minister of Canadian Heritage
Canadian Heritage
Ottawa, Ontario
K1A 0M5

23.2 Any notice concerning this Agreement intended for Newfoundland and Labrador shall be sent by mail to the following address:

Minister of Education
Government of Newfoundland and Labrador
P.O. Box 8700
St. John's, Newfoundland and Labrador
A1B 4J6

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. APPENDICES

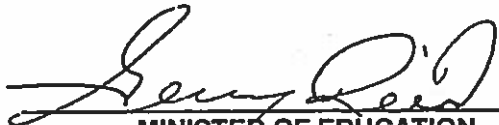
- 24.1 Appendix 1 entitled "Description of Building - School-Community Centre of St. John's" and Appendix 2 entitled "Estimated Eligible Costs, Expenditures Timetable and Projected Contributions", which are hereto attached, are an integral part of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Auxiliary Agreement on the date inscribed on the first page.

ON BEHALF OF CANADA

ON BEHALF OF NEWFOUNDLAND AND LABRADOR

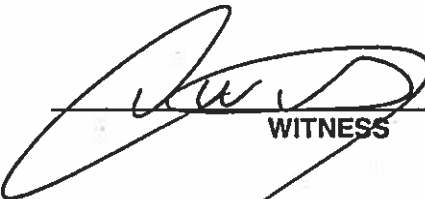

MINISTER OF CANADIAN HERITAGE


MINISTER OF EDUCATION


WITNESS


WITNESS


MINISTER FOR INTERGOVERNMENTAL AFFAIRS


WITNESS

**AUXILIARY AGREEMENT ON CAPITAL PROJECT FOR
SCHOOL-COMMUNITY CENTRE OF ST. JOHN'S**

DESCRIPTION OF THE BUILDING
SCHOOL-COMMUNITY CENTRE OF ST. JOHN'S

SCHOOL FACILITIES	Sq. m.
Kindergarten	61.4
Classrooms (1 to 12)	308.5
Art and Science lab	57.9
Special education classroom	20.7
Challenging needs classroom and washroom	29.8
Health	10.8
Guidance - Itinerant suite	11.0
Staff lounge	22.6
Administration	28.0
General storage	<u>56.0</u>
Total - School facilities	606.7
COMMUNITY FACILITIES	Sq. m.
Pre-school	28.6
Daycare	140.2
Youth centre	31.6
Offices	361.5
Central copy centre and files storage	17.9
Conference centre	73.0
Seniors room	19.2
Cultural retail	6.2
Projection room - Radio	12.5
Staff lounge	<u>19.7</u>
Total - Community facilities	710.4
SHARED SPACES	Sq. m.
Foyer - Gallery and reception area	133.0
Resource centre	100.8
Technology centre	36.4
Cubicles	27.5
Gymnasium	307.1
Changerooms - showers - storage	72.6
Stage	48.3
Multi-use room	224.3
Kitchen and Multi-purpose cafeteria	<u>112.7</u>
Total - Shared spaces	1,062.7
<u>SUMMARY OF SCHOOL-COMMUNITY CENTRE</u>	
School facilities	606.7 sq. m.
Community facilities	710.4 sq. m.
Shared spaces	1,062.7 sq. m.
Net Area	2,379.8 sq. m.
+ Other spaces ¹	<u>+ 1,035.2 sq. m.</u>
TOTAL SCHOOL-COMMUNITY CENTRE	3,415.0 sq. m.

36,758.75 ft²

¹ Among other things, these spaces include janitor's rooms, machine and electrical rooms, various storage rooms, corridors, stairs, washrooms, etc.

**AUXILIARY AGREEMENT ON
CAPITAL PROJECT FOR
SCHOOL-COMMUNITY CENTRE OF ST. JOHN'S**

DESCRIPTION OF THE BUILDING
SCHOOL-COMMUNITY CENTRE OF ST. JOHN'S

BUDGET: SCHOOL-COMMUNITY CENTRE CONSTRUCTION

- Environmental assessment \$10,000
- Construction \$4,726,000
- Furniture and equipment \$90,000
- Architect's fees and administrative costs \$574,000

TOTAL ESTIMATED CONSTRUCTION COST FOR SCHOOL-COMMUNITY CENTRE

Total Federal Contribution	\$3,000,000
Total Provincial Contribution	\$2,400,000

**AUXILIARY AGREEMENT ON
CAPITAL PROJECT FOR
SCHOOL-COMMUNITY CENTRE OF ST. JOHN'S**

**ESTIMATED ELIGIBLE COSTS, EXPENDITURES TIMETABLE
AND PROJECTED CONTRIBUTIONS**

1) ESTIMATED ELIGIBLE COSTS AND EXPENDITURES TIMETABLE

ACTIVITY	2002-03	2003-04	2004-05	TOTAL
ARCHITECT'S FEES/ ADMINISTRATIVE COSTS	\$197,000	\$377,000	N/A	\$574,000
ENVIRONMENTAL ASSESSMENT	\$3,000	\$7,000	N/A	\$10,000
CONSTRUCTION	N/A	\$4,347,000	\$379,000	\$4,726,000
FURNITURE AND ESSENTIAL EQUIPMENT	N/A	\$80,000	\$10,000	\$90,000
TOTAL	\$200,000	4,811,000 \$	\$389,000	\$5,400,000

2) PROJECTED CONTRIBUTIONS

Source	2002-03	2003-04	2004-05	TOTAL
Canada	\$200,000	\$2,583,889	\$216,111	\$3,000,000
Newfoundland and Labrador	\$0	2,227,111	\$172,889	\$2,400,000
TOTAL	\$200,000	\$4,811,000	\$389,000	\$5,400,000

**AMENDMENT
TO THE CANADA - NEWFOUNDLAND AND LABRADOR
AUXILIARY AGREEMENT ON CAPITAL PROJECT
FOR SCHOOL-COMMUNITY CENTRE OF ST. JOHN'S**

THIS AMENDMENT made on this 29th day of March 2004

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**
NEWFOUNDLAND AND LABRADOR, hereinafter referred to
as "Newfoundland and Labrador" represented by the Minister of
Education and the Minister for Intergovernmental Affairs for the
Province of Newfoundland and Labrador.

THE PRESENT AMENDMENT WITNESSES THAT, in consideration of the mutual
covenants herein, the parties agree to amend the Auxiliary Agreement dated the 31st day of
March 2003, as follows:

1. CONTRIBUTION OF CANADA

Clause 3.2 of the Auxiliary Agreement is deleted and replaced by the following:

3.2 The amount referred to in Clause 3.1 shall be distributed as follows:

2002-03 :	\$ 200,000
2003-04 :	\$ 1,083,889
2004-05 :	\$ 1,716,111

2. PRECEDENCE

All other clauses contained in the Auxiliary Agreement remain unchanged, and in the
event of any inconsistencies, the provisions of the present Amendment take precedence
over those of the Auxiliary Agreement dated the 31st of March 2003.

3. APPENDICES


The attached Appendix 2 replaces the previous Appendix 2.

IN WITNESS WHEREOF the Parties hereto have duly executed this Amendment on the day and year written on the first page.

ON BEHALF OF CANADA


ON BEHALF OF NEWFOUNDLAND
AND LABRADOR


Minister of Canadian Heritage


Minister of Education


Witness


Witness


Minister for Intergovernmental Affairs


Witness

**AUXILIARY AGREEMENT ON CAPITAL PROJECT FOR
SCHOOL-COMMUNITY CENTRE OF ST. JOHN'S**

**ESTIMATED ELIGIBLE COSTS, EXPENDITURES TIMETABLE
AND PROJECTED CONTRIBUTIONS**

1) ESTIMATED ELIGIBLE COSTS AND EXPENDITURES TIMETABLE

ACTIVITY	2002-03	2003-04	2004-05	TOTAL
ARCHITECT'S FEES/ ADMINISTRATIVE COSTS	\$224,775	\$175,225	\$174,000	\$574,000
ENVIRONMENTAL ASSESSMENT	N/A	\$10,000	N/A	\$10,000
CONSTRUCTION	N/A	\$1,300,000	\$3,426,000	\$4,726,000
FURNITURE AND ESSENTIAL EQUIPMENT	N/A	N/A	\$90,000	\$90,000
TOTAL	\$224,775	1,485,225 \$	\$3,690,000	\$5,400,000

2) PROJECTED CONTRIBUTIONS

Source	2002-03	2003-04	2004-05	TOTAL
Canada	\$200,000	\$1,083,889	\$1,716,111	\$3,000,000
Newfoundland and Labrador	\$24,775	\$401,336	\$1,973,889	\$2,400,000
TOTAL	\$224,775	\$1,485,225	\$3,690,000	\$5,400,000