



Save Saint-Jean!

Brief submitted by the Association canadienne-française de l'Alberta to the House of Commons Standing Committee on Official Languages as part of its study on federal support for French or bilingual post-secondary institutions in a minority situation

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1. Introduction

Following the tabling of the federal budget on April 19 and the announcement of \$121.3 million in funding over three years to provide high-quality post-secondary minority-language education, the ACFA would like to highlight Campus Saint-Jean's urgent financial needs. Therefore, the ACFA is presenting short-term solutions and its plan for long-term solutions for both levels of government.

2. Campus Saint-Jean's Urgent Financial Needs: Total Request of a Minimum of \$17M for the Next Three Years

Campus Saint-Jean's short-term financial needs are twofold:

2.1. Operational: A Minimum of \$3M/year

At a minimum, it is urgent that CSJ must be able to:

- Fill permanent positions "vacated" as a result of faculty retirements and resignations: the minimum at this point would be five positions;
- Strengthen certain academic and administrative positions that are stretched to the breaking point (recruitment, academic advising, student support, etc.).

However, the issue remains of convincing the University of Alberta to allow Campus Saint-Jean to hire faculty in tenure-track positions on federal funding. Currently, this is not permitted precisely because the federal government does not provide core operational.

2.2. Infrastructure: A Minimum of \$8M

Right now, the most important thing is digital infrastructure, which is grossly inadequate with the rapid changes in terms of online course delivery. This digital infrastructure cannot happen without a major renovation of the buildings' physical infrastructure.

3. Proposals for the Federal Government

The ACFA proposes short, medium, and long-term solutions for the federal government:

3.1. Short-Term Solutions

Federal level: ACFA is concerned about the current situation and recommends that an immediate and temporary solution from the federal government is needed. This solution can take several forms:

- Provide a top-up contribution to Campus Saint-Jean under the Official Languages in Education Program (OLEP) (tying this top-up to general programming and not to projects);
- Create a *Western French Post-secondary Education Fund* to address specific needs related to the Francophonie's growth, among other things;
- Use its spending power to protect linguistic minorities according to the constitutional principle, and thus protect French in the country;
- Eliminate conditional matching clauses or, at the very least, provide more flexibility and discretion for the federal government.

3.2. Medium and Long-Term Solutions

Provincial level: In the medium and long term, the ACFA believes that it is necessary to hold the Alberta government accountable for French-language post-secondary education. The Government of Alberta has retained none of the solutions proposed by the ACFA to support Campus Saint-Jean despite several meetings with representatives. As a result, the ACFA launched legal action against

the Government of Alberta and the University of Alberta regarding Campus Saint-Jean's funding, based on two main arguments:

1. Breach of the 1976 Agreement:

- The 1976 Agreement recognizes the importance of CSJ in meeting tremendous demand for French-speaking teachers and a bilingual workforce in Western Canada (Preamble, clause. 3.1).
- The 1976 agreement provides for the University of Alberta's obligation to make best efforts to operate, maintain, improve, and expand CSJ (clause 3.2).
- The 1976 agreement also imposes obligations on the Government of Alberta with respect to CSJ's funding, including the obligation to provide necessary funds to the University of Alberta to operate, maintain, improve, and expand CSJ (clause 3.6), and the obligation not to reduce its grants when it receives federal funding in francophone education for CSJ (clause 3.7).

2. Breach of Section 23 of the *Canadian Charter of Rights and Freedoms*:

- Access to French-language post-secondary education in Alberta is necessary to train French-speaking teachers and staff for the province's French-language minority school boards (and to address the shortage of these professionals), and, therefore, implement Section 23 of the *Charter*. Therefore, the University and the Government of Alberta have an obligation to provide adequate funding to train professionals needed to implement the *Charter* in Alberta.

Federal level: The ACFA recommends that the federal government increase funding for the Official Languages in Education Program (OLEP) offered to Campus Saint-Jean and that this funding be indexed to inflation and population growth of Alberta's Francophone community, in order to allow CSJ to adequately fulfill its mandate.

At the same time, the ACFA is also exploring governance options for Campus Saint-Jean. The ACFA has already proposed to work with the University of Alberta and the Government of Alberta, in consultation with the French-speaking community of Alberta, to develop a federated model of governance for the Campus Saint-Jean. A federated model of governance would maximize the University of Alberta's revenue generation avenues by providing the Campus Saint-Jean with greater autonomy to develop and capitalize on more direct relationships with funding partners and develop its own revenue-generating programs. A federated model offering greater autonomy at the administrative and academic level would enable the Campus Saint-Jean pursue its mandate of providing quality French-language postsecondary education in an immersive francophone setting, while maintaining mutually beneficial connections and stability for students and staff. By reinforcing the status of the Campus Saint-Jean as a strong, competitive French-language post-secondary institution, a federated Campus Saint-Jean would position the University of Alberta for greater opportunities to expand its reach with funding partners and prospective students both nationally and internationally.

4. Recall...

4.1. ... that Campus Saint-Jean :

- Was founded in 1908 and is the only French-language post-secondary institution west of Manitoba;

- Became a faculty of the University of Alberta, following an agreement in 1976 between the Province of Alberta, the University of Alberta, the federal government and the Oblate Fathers (role now delegated to the ACFA);
- Welcomes approximately 1000 students from Alberta, Western and Northern Canada, and abroad, an increase of 40% since 2014;
- Offers 13 college, bachelor's and master's programs, as well as a language school;
- Is a French immersive place for students to improve their sociolinguistic skills and their connection to Alberta's Francophonie;
- Contributes to the federal government's ambitious goal of increasing the national rate of bilingualism from 17.9% to 20% by 2036, primarily by increasing the rate of bilingualism of Anglophones outside Quebec from 6.8% to 9%;
- Is a fundamental institution for training qualified bilingual personnel in Western Canada and leaders of Alberta's Francophonie.

4.2. ... Campus Saint-Jean's precarious situation

Campus Saint-Jean has faced chronic operational and capital underfunding for years.

1. Operational underfunding :
 - Campus Saint-Jean receives provincial grants for only 70% of its full-time students.
 - Federal funding that Campus Saint-Jean receives under the *Official Languages in Education Program* (OLEP) has not changed since at least 2009.
2. Capital underfunding :
 - Campus Saint-Jean is in dire need of renovations to maintain its infrastructure, an \$8M project.
 - The federal government is willing to fund half of the project, but the Alberta government refuses to match it.
 - The most recent construction at Campus Saint-Jean was 20 years ago. Since then, the Government of Alberta has repeatedly refused to address Campus Saint-Jean's infrastructure needs.
 - In 2016, the University of Alberta determined that Campus Saint-Jean needed \$19M in substantial renovations. A small project to renovate labs, which were about 50 years old, has since taken place.

4.3. ... the changing situation and challenges at Campus Saint-Jean since December 2019

In addition to the pre-existing chronic underfunding, the situation and issues at Campus Saint-Jean have evolved rapidly over the past 18 months.

- December 2019 - 1st wave (4.7%) of budget cuts announced by the Government of Alberta, translating into 6.9% for the University of Alberta.
- March 2020 - 2nd wave (8.6%) of budget cuts by the Government of Alberta, translating into 10.7% for the University of Alberta. Prohibition to use reserve funds, threatening 44% of courses offered at Campus Saint-Jean.
- May 2020 - Launch of the *Save Saint-Jean* campaign.: 1200+ letters from citizens sent to the Premier of Alberta and the Minister of Advanced Education in support of Campus Saint-Jean; the ACFA holds numerous political meetings and media interviews.
- June 2020 - The University of Alberta accepts the joint plan submitted by the CSJ: 19% of courses offered at the CSJ are cut, all programs are maintained, but must find \$1M to balance the budget.

- July 2020 - Launch of the University of Alberta's restructuring initiative, *U of A For Tomorrow*. Proposals to relocate Campus Saint-Jean to the North Campus and the disappearance of Campus Saint-Jean.
- July 2020 - *Alberta's Recovery Plan* : Announcement of \$98M for post-secondary infrastructure, but no investment for Campus Saint-Jean.
- August 2020 - Legal action initiated by the ACFA against the Province of Alberta and the University of Alberta.
- Fall 2020 – The ACFA takes part in the consultations for the University of Alberta's restructuring initiative, *U of A For Tomorrow*.
- December 2020 - Campus Saint-Jean retains its autonomy in the restructuring scenario selected by the University of Alberta.
- March 2021 -The Alberta government announces a 3rd wave (6.7%) of budget cuts, with disproportionate cuts for the University of Alberta (11%).
- March 2021 – The Government of Alberta's 2021 Budget: \$191M for infrastructure projects at the post-secondary level, but Campus Saint-Jean is once again left out.
- April 2021 – The Government of Canada's 2021 Budget: Plans to invest \$121.3M over three years for high-quality minority-language post-secondary education. Since then, the ACFA has been advocating to get a fair share for Campus Saint-Jean.

5. Annex

The ACFA joins the following documents in annex:

- Information note: "*Briefing Note regarding Campus Saint-Jean*," for the Honourable Demetrios Nicolaides, Alberta Minister of Advanced Education, April 28th, 2020
- Brief: "Proposal for a Renewed Campus Saint-Jean within the *U of A for Tomorrow* restructuring initiative," presented to the University of Alberta Academic Restructuring Working Group (ARWG) and Service Excellence Transformation (SET) Steering Committee, July 29, 2020.
- Brief : "Save Saint-Jean! Concrete Positive Federal Measures Needed Now to Keep Campus Saint-Jean Alive and Protect French in Alberta and Canada," submitted to the House of Commons Standing Committee on Official Languages as part of its study on the government measures to protect and promote French in Quebec and Canada, April 13, 2021



Briefing Note regarding Campus Saint-Jean

Date: April 28, 2020

To: The Honourable Demetrios Nicolaides, Minister of Advanced Education

From: The Association canadienne-française de l'Alberta (ACFA)

Subject: Options to ensure the future of the Campus Saint-Jean and French-language post-secondary education in Alberta

In this briefing note, the Association canadienne-française de l'Alberta (ACFA) provides background information about **(1)** the history and context of the Campus Saint-Jean (CSJ), **(2)** its precarious financial situation, **(3)** the government of Alberta's legal obligations towards the CSJ, **(4)** some of the relevant powers of the Minister of Advanced Education, and **(5)** options of actions your government can take to ensure the future of French language post-secondary education in Alberta.

1. History and Context of the CSJ

Long history: Founded in 1908 by the Oblate Order, the CSJ became a faculty of the University of Alberta in 1976 following an agreement between the Province of Alberta, the University of Alberta, and the Oblate Order (See Appendix A).

Unique: The CSJ offers the only French-language university-degree institution west of Manitoba, with a province-wide mandate and students coming from Alberta and all Western provinces and Northern Territories as well as internationally.

Mission: To serve the Francophone community of Alberta and of Western Canada as well as the growing number of students out of French Immersion programs, and to provide a high-level bilingual workforce for Alberta.

Serving a growing population: The Alberta Francophonie is rapidly growing. Today, there are more than 268,000 French-speaking Albertans, a population that has grown by more than 50% since the 1990s.

The CSJ is currently serving over 900 students. Its programs include:

- College Programs in Business Administration, Tourism Management, Early Childhood Education, and Health Care Aids;

- Bachelor Programs in Education, Humanities, Social Sciences, Sciences, Business Administration, Nursing and Environmental Sciences (the last three, formal bilingual programs);
- Master's Programs in Arts or Education.

The CSJ provides French-immersion and francophone students the opportunity to continue their studies in French. It is crucial to ensure the vitality of the Francophone community in Alberta.

2. The CSJ's precarious financial situation

Chronic and recent funding restrictions place the CSJ in a disproportionately precarious financial situation.

For years, the Campus Alberta Grant allocated by the University of Alberta to the CSJ has been limited to 528 Full load equivalents (FLEs), whereas the CSJ has required funding to cover the costs of its full enrollment, now at 750 FLEs. Further, federal Official Languages in Education Protocol (OLEP) funding has been frozen since 2003, such that OLEP funding today represents 48% of its value in 2003.

Coupled with an inability to compensate these chronic budget shortages, budget reductions of **13,3%** since December 2019 have led to a reduction in operational expenses that make it increasingly difficult for the CSJ to carry out its mission. The specific measures taken so far include the following:

- 4 permanent faculty positions (out of 32) lost to retirement will not be renewed;
- 20 sessional lecturers to be laid off (even though 63% of all courses at CSJ are taught by sessional lecturers);
- 1 administrative permanent position canceled and 4 having reached the end of their contract will not be renewed; and
- 2 full time positions transformed into part-time positions.

There will still be **a shortfall of 1 589 588 \$** for the CSJ for the fiscal year of 2020-2021. This represents the equivalent of **180** out of the **409** scheduled courses for 2020-2021 (**or 44% of total scheduled courses**).

This will impact students and the overall community in various ways, including the following:

- Programs may need to be cut entirely;
- Class sizes will increase and program choices will become even more limited;
- Students will take longer to complete their programs;
- Students may have to take more classes in English (on Main Campus) to finish their degree.

3. Legal obligations of the Government of Alberta towards the CSJ

In 1976, the Oblates expressed their desire to withdraw from operating the Collège St. Jean d'Edmonton, as the CSJ was then called, and sell the lands and facilities to the University of Alberta, provided that the unique French-speaking environment and academic program provided at the CSJ was maintained, improved and expanded.

Both the University and the Government of Alberta explicitly acknowledged in the 1976 Agreement the need for the CSJ to meet the growing demand for teachers competent in the French language and for graduates qualified to fill bilingual positions in government, industry and other fields which require a working knowledge of both official languages (preamble, at page 4 of the 1976 Agreement, Appendix A).

Pursuant to the 1976 Agreement, the University of Alberta purchased the lands and facilities of the CSJ. In exchange, the University of Alberta committed to using its "best efforts" to operate, **maintain, improve and expand** the CSJ (clause 3.2).

The Government of Alberta, which provided the funds for the purchase of the CSJ site with the assistance of a federal contribution, committed to provide to the University, as and when required, funds as may be reasonably necessary to allow the University to perform its obligation to operate, maintain, improve and expand the CSJ program, buildings, equipment and supplies (clause 3.6).

The Government of Alberta agreed that where it receives grants or payments from the federal government under federal-provincial minority language programs, it would provide such grants or payments directly to the University of Alberta for the CSJ **"without reducing in any way the regular grants made and to be made"** (clause 3.7). The Government of Alberta also committed to replace federal funding for the CSJ should the federal government ever choose to withdraw it, so long as a reasonable demand for the CSJ exists (clause 3.7).

The Oblates have since assigned their rights under the 1976 Agreement to the Association canadienne-française de l'Alberta (ACFA), the organization that represents francophone's interest in Alberta.

The 1976 Agreement continues to be a valid and binding instrument that governs the relationship between the University of Alberta, the Government of Alberta and the CSJ. At law, an obligation to use one's "best efforts" means "taking, in good faith, all reasonable steps to achieve the objective, carrying the process to its logical conclusion and leaving no stone unturned."¹ As such, the 1976 Agreement reflects a strong commitment on the part of the University of Alberta to maintain, improve and expand the unique French-language academic program and environment at the CSJ for the benefit of the French-speaking community of Alberta, and the enduring obligation of the Government of Alberta to provide the funds that are reasonably necessary to maintain, improve and expand the CSJ.

¹ *Atmospheric Diving Systems Inc v International Hard Suits Inc and Can-Dive Services Ltd* (1994), 89 BCLR (2d) 356 at 373 (SC), cited in *CSRS Ltd v Embley*, 2008 BCCA 533 at para 84; *Amonson v Martin Goldstein Professional Corp*, [1994] 27 Alta LR (3d) 78 at para 24 (QB); *Sherwood Park Mall Ltd v Zellers Inc*, 2001 ABQB 565 at para 29.

Further, the Government of Alberta has a binding obligation under the 1976 Agreement to provide federal funds for the benefit of the CSJ, such as funds allocated under the Official Languages in Education Protocol (OLEP), without financial penalty.

As the parties to the 1976 Agreement anticipated, demand for French-language post-secondary education in Alberta has grown. In order to meet this demand and give effect to the parties' vision, the CSJ requires adequate funding for all its students.

4. Powers of the Minister of Advanced Education

The Minister of Advanced Education has the power to make adjustments to the conditions of the *Campus Alberta Grant* provided to the University of Alberta, to ensure that the CSJ receives sufficient funding to match the number of current students (750 FLEs).

Pursuant to the *Advanced Education Grants Regulation*,² the Minister of Advanced Education determines the terms and conditions of grants (s. 3). The Minister may, by giving written notice to the University of Alberta, vary the purpose of the grant, or, subject to certain exceptions, vary any other term or condition of a grant (s. 9).³

5. Options to ensure the future of French language post-secondary education in Alberta

The ACFA has identified the following options your government could implement to ensure the future of French language post-secondary education in Alberta. The first two options are short term and could be implemented forthwith. The third option will require negotiations between the two levels of governments:

1. Allow the CSJ to access its carry-over funds;
2. Review the *Campus Alberta Grant* allocated to the University of Alberta, so that the portion of the *Campus Alberta Grant* ultimately received by the CSJ matches its number of current students (750 FLEs). Currently, the University of Alberta only remits to the CSJ funding for 528 FLEs;
3. Request a complementary contribution from the federal government under the OLEP, to be used by the CSJ without financial penalty.

The ACFA asks that your Government urgently consider these solutions.

Appendix A: 1976 Agreement between the Province of Alberta, the University of Alberta, and the Oblate Order

² Alta Reg 121/2008 [*Advanced Education Grants Regulation*].

³ *Advanced Education Grants Regulation*, s 9. Certain conditions of grants, which are provided for at s. 8, cannot be varied. These are conditions that must apply to any grant, such as the obligations to use the grant only for the purpose for which it is made, and to account to the Minister for how the grant money is used.



MEMO

To: University of Alberta Academic Restructuring Working Group (ARWG) and Service Excellence Transformation (SET) Steering Committee

Cc: Bill Flanagan, President and Vice-Chancellor of the University of Alberta
Kate Chisholm, Chair of the Board of Governors
Honourable Demetrios Nicolaides, Minister of Advanced Education
Honourable Leela Aheer, Minister of Culture, Multiculturalism and Status of Women and Minister responsible for the Francophone Secretariat
Ms. Laila Goodridge, Parliamentary secretary responsible for Alberta's francophonie

From: Sheila Risbud, President of the Association canadienne-française de l'Alberta (ACFA) and Isabelle Laurin, Executive Director of the ACFA

Re: Proposal for a Renewed Campus Saint-Jean within the *U of A for Tomorrow* restructuring initiative

1. Campus Saint-Jean (CSJ) is the only French-language post-secondary institution in Alberta. As the spokesperson for over 268 000 French-speaking Albertans, and as the assignee of contractual rights and interests regarding the CSJ, the ACFA is deeply invested in ensuring that the CSJ is positioned for success within the *U of A for Tomorrow* restructuring initiative.
2. The ACFA understands that the University of Alberta's *U of A for Tomorrow* restructuring initiative seeks to create cost efficiencies by various means, including by reducing duplication of services, promoting interdisciplinary teaching and research, and eventually moving towards a new revenue generation program focused on student and employer demand, while upholding the University's commitments to equity, diversity and inclusion. The ACFA understands that the *U of A for Tomorrow* restructuring initiative aims to reduce costs including by reducing the number of faculties and the University's footprint¹, and is concerned about the reference at town hall meetings to examples of a university with as few as five faculties.²

¹ Service Excellence Transformation Town Hall of July 15, 2020, online: <https://www.youtube.com/watch?v=kJgSy1wDyyw>.

² Academic Restructuring Town Hall of July 8, 2020, online: https://www.youtube.com/watch?v=0qBwX_c97qk; see also "Presentation: U of A for Tomorrow with President-elect Bill Flanagan", Virtual Town Hall meeting of June 2, 2020 at <https://www.youtube.com/watch?v=zyXfc30bRRI>.

3. Protecting and promoting the CSJ's autonomy and distinctiveness within the University of Alberta advances the objectives of *U of A for Tomorrow*, as well as responding to the unique objectives and needs of the French-speaking community of Alberta. **This memo (A)** explains the unique mandate of the CSJ and its role in response to the growing demand for a skilled bilingual workforce in Alberta, **(B)** explains the importance of protecting and promoting the CSJ's autonomy and distinctiveness to further its mandate and uphold the University of Alberta's contractual obligations, **(C)** explains the link between the CSJ's autonomy, its distinctiveness and cost-effectiveness, and **(D)** presents a proposal for protecting and promoting the CSJ's distinct status within the *U of A for Tomorrow* restructuring initiative.

A. Campus Saint-Jean's Unique Contribution in the Face of Growing Demand from Students and Employers for a Skilled Bilingual Workforce in Alberta

4. Founded in 1908 by the Oblate Order and established at its current site since 1911, Campus Saint-Jean became a faculty of the University of Alberta in 1977 following an agreement between the Province of Alberta, the University of Alberta and the Oblate Order ("the *1976 Agreement*", **Appendix A**), and a federal contribution. Its mandate is to serve the Francophone community of Alberta, as well as the significant number of students emerging from French Immersion programs. The CSJ offers a variety of French-language post-secondary programs, including in education, arts, sciences, business, nursing and engineering, in a unique, interdisciplinary and immersive francophone setting, thereby training a highly skilled bilingual workforce for Alberta.

5. The French-speaking community in Alberta has grown for years. According to the 2016 Census (which significantly underestimates the number of French speakers), the number of Albertans who declared French as their mother tongue increased by over 30% since 2001. The number of people able to conduct a conversation in French has increased by more than 50% since the 1990s. After Ontario and New Brunswick, Alberta has the largest French-speaking minority population in the country outside of Québec.

6. This demographic growth has increased the demand for services in French, especially in the field of education. For example, enrollment in French-language schools in Alberta has doubled in the past 20 years and is predicted to double again by 2030. For the same period, the number of students in French immersion in Alberta increased by almost 60%. Currently, Alberta suffers from a severe shortage of French-speaking teachers and other education professionals. The dramatic rise in the number of students enrolled in French immersion in Alberta is also a reflection of the increasing demand from employers for a bilingual workforce. It therefore comes as no surprise that the CSJ's enrolment has increased by more than 40% since 2014 despite two increases to the required average for admission.

7. Unlike other University of Alberta faculties that compete with many other English-language post-secondary institutions in Western Canada for students, the CSJ is the only option available to students who wish to pursue their studies in French in the province and is therefore uniquely positioned to train the bilingual workforce that employers are seeking, thereby

contributing to Alberta's economic diversification. The CSJ also attracts students from across Western Canada that wish to pursue their post-secondary education in French. There were more than 800 students enrolled at the CSJ in 2019-2020, and the CSJ could easily admit twice as many students without sacrificing quality, and attract a significant number of fee-paying students from out of province, if given the proper autonomy and tools. Protecting and promoting the CSJ's unique status within the University of Alberta advances the *U of A for Tomorrow* restructuring initiative objectives of orienting its programs towards student and employer demand, promoting interdisciplinarity, as well as respecting equity, diversity and inclusion in relation to Alberta's French-speaking community.

B. Protecting and Promoting the CSJ's Autonomy and Distinctiveness is Critical to the CSJ's Mandate and Upholding the University of Alberta's Contractual Obligations to the CSJ

8. In 1976, the Oblates agreed to transfer the CSJ, then known as the Collège St-Jean d'Edmonton, to the University of Alberta, subject to the terms of the *1976 Agreement*. The Oblates have since ceded their rights under the *1976 Agreement* to the ACFA to ensure its continued enforcement. The *1976 Agreement* is a valid and binding contract that governs the relationship between the University of Alberta, the Government of Alberta and the CSJ.

9. The *1976 Agreement* explicitly recognizes the importance of the CSJ's role in a context of "growing demand for teachers competent in the French language" and "growing number of positions in government, industry and other fields which require a working knowledge" of French and English.³

10. The University of Alberta committed to "use its best efforts to operate, maintain, improve and expand the College program, the buildings, equipment and supplies used in conjunction therewith as an integral part of the University of Alberta, all of the same to be located at the College site, and to refrain from establishing on the College site any program or facilities which may adversely affect the College program."⁴

11. The Province committed, for its part, to providing to the University "as and when required, funds by way of grant or otherwise in addition to funds now provided to the University as may be reasonably necessary to allow the University to perform its covenants herein".⁵ The Province also committed to transferring federal funding for official language minority education to the University for the benefit of the CSJ, and to replace such funding should the federal government ever choose to withdraw it.⁶

³ *1976 Agreement* (Appendix A), at p 4.

⁴ *1976 Agreement* (Appendix A), clause 3.4, at p 9.

⁵ *1976 Agreement* (Appendix A), clause 3.6, at p 10.

⁶ *1976 Agreement* (Appendix A), clause 3.7 and 3.8, at p 11-12.

12. The parties to the *1976 Agreement* also recognized and committed to maintaining the immersive francophone environment at the Campus Saint-Jean as a distinct part of the University of Alberta. Indeed, the *1976 Agreement* described the College program as a post-secondary academic program “provided for students who chose to pursue their studies in French and to live or study in a predominantly French environment as a bilingual and bicultural (French and English) part of the University of Alberta”⁷ The Province and the University of Alberta explicitly acknowledged “that the College program must be maintained in facilities separate from the main campus of the University of Alberta in order that it be operated in the French atmosphere required for its success”.⁸

13. In keeping with these commitments, the *1976 Agreement* provides that the University of Alberta may only conduct administrative and academic reorganizations that do not “detract from the University’s covenant to maintain, improve and expand the College program at the College site”.⁹

14. Maintaining the unique, immersive francophone environment at the CSJ requires more than just French-language instructors in classrooms. It requires a strong French-speaking leadership with the decision-making authority to tailor educational services to the needs of Alberta’s booming educational sectors (French immersion and French-language education) and bilingual economy, as well as a full range of French-language services, including administrative services. The CSJ’s programs, all offered at the CSJ site in an immersive, interdisciplinary environment, are interdependent, and must be managed as a whole under the direction of an autonomous, French-speaking leadership to ensure success. Maintaining the CSJ in distinct facilities at the Campus Saint-Jean site, which is at the heart of Edmonton’s French Quarter, a City of Edmonton’s Business Improvement Area (BIA), in close proximity to *l’École Gabrielle-Roy*, *l’École Michaëlle-Jean*, *l’École Sainte-Jeanne d’Arc* and *l’École Maurice-Lavallée*, as well as *La Cité francophone*, a hub for Edmonton’s French-language community organizations and businesses, is essential to maintaining the immersive francophone environment necessary to the transmission of language and culture. The CSJ also acts as a community centre where the promotion and preservation of the francophone culture can occur; indeed, francophone community organizations regularly use the CSJ facilities for their activities.¹⁰ Moving the CSJ away from its current location would harm the CSJ as well as the vitality of Edmonton’s French-speaking community.¹¹ As such, autonomy and distinctiveness are critical to maintaining the francophone character of the CSJ and fulfilling its cultural and linguistic mandate.

⁷ *1976 Agreement* (Appendix A), at p 3.

⁸ *1976 Agreement* (Appendix A), at p 5.

⁹ *1976 Agreement* (Appendix A), clause 3.3.

¹⁰ *Mahe v Alberta*, [1990] 1 SCR 342 at 363.

¹¹ See for example, University of Alberta’s own political scientist, Professor Edmund Auger on the concept of institutional completeness: Edmund Auger, « Espérance de vie : diagnostics et pronostics concernant l’avenir des communautés francophones en Amérique » (2008) 26 *Francophonies d’Amérique* 251; Edmund A Auger, “Profil des institutions francophones” in Anne Gilbert, dir, *Territoires francophones: Études géographiques sur la vitalité des Communautés francophones du Canada* (Québec:

15. In keeping with the *U of A for Tomorrow* restructuring initiative objective of promoting equity, diversity and inclusion, and the *1976 Agreement*, the Campus Saint-Jean's autonomy and distinctiveness within the administrative and academic structure of the University of Alberta must at least be maintained, if not improved.

C. Protecting and Promoting the CSJ's Autonomy and Distinctiveness is Consistent with the Objective of Cost Effectiveness

16. The CSJ has been chronically underfunded. The CSJ's quota of Full Load Equivalent students for the purposes of calculating its share of the Campus Alberta Grant has not tracked enrolment. Further, federal *Official Languages in Education Protocol* funding has been frozen since at least 2009. In 2013-2014, the CSJ was obliged to lay off over 40% of its support staff. The CSJ relies very heavily on contractual instructors to deliver courses (over 60%), and resorted to laying off contractual instructing staff for four months per year from 2015 to 2018 to create a vital reserve of carry-over funds to meet its basic operational expenses. In response to recent budget cuts, the CSJ has already laid off employees and not renewed contracts, including more than 12% of permanent faculty positions and 20 sessional lecturers. Despite these measures, the CSJ's financial situation remains precarious. The CSJ has reduced its course offerings for 2020-2021 by 19% and will need to further reduce its course offerings for 2021-2022. Simply put, there are no cost efficiencies to be made by attempting additional cuts in French-language administrative positions and services (which are essential since central administrative services cannot serve the needs of CSJ in French), and certainly not without further breaching the *1976 Agreement*.

17. The CSJ's unique mandate nevertheless offers distinct revenue generating avenues for the University of Alberta, ones that are not available to other faculties. Indeed, the Province has a contractual obligation under the *1976 Agreement* to provide the University of Alberta with funds to operate, maintain, improve and expand the CSJ's programs and infrastructures. The federal government also provides *Official Languages in Education Protocol* funding, which the Province has a contractual obligation to replace should it ever be withdrawn. More fundamentally, in the context of a serious shortage of French-speaking teachers and educational staff for constitutionally protected French-language schools in Alberta, the Province has a positive obligation under section 23 of the *Charter* to take measures to rectify the shortage, including by adequately funding the CSJ.¹²

Septentrion, 2010) 56. See also Anne Gilbert & André Langlois, « Organisation spatiale et vitalité des communautés francophones des métropoles à forte dominance anglaise du Canada » (2006) 21 Francophonie d'Amérique 105.

¹² See *Conseil scolaire francophone de la Colombie-Britannique, Fédération des parents francophones de Colombie-Britannique et al v British Columbia*, 2020 SCC 13 at para 115, where the Supreme Court states that "a school whose teachers are not properly trained cannot provide a substantively equivalent educational experience" as required by s. 23 of the *Charter*.

18. The ACFA is currently in discussions with the University of Alberta, the Government of Alberta and the Government of Canada to implement short-term and long-term solutions to underfunding, based on the *1976 Agreement* and s. 23 of the *Charter*, including a request to both the University of Alberta and the Province to revise current student quotas for the purposes of the Campus Alberta Grant so that funding matches the actual number of Full Load Equivalent students, and a request that the federal government increase its *Official Languages in Education Protocol* funding.

19. These avenues provide significant opportunities for the University of Alberta to generate additional revenues by leveraging the CSJ as an autonomous and distinct faculty. To be sure, the University of Alberta will maximize its revenue generation avenues by providing the CSJ with greater autonomy to develop and capitalize on more direct relationships with the Province and the Government of Canada (which for instance provides funding for the CSJ through the *Official Languages in Education Protocol* and Health Canada), and to develop its own revenue-generating programs, such as continuing education programs.

D. Proposal for a Renewed Campus Saint-Jean within the *U of A for Tomorrow*

20. A strong, autonomous and distinct CSJ advances the *U of A for Tomorrow* initiative objectives of cost effectiveness, interdisciplinarity, responding to student and employer demand, as well as equity, diversity and inclusion, while staying true to the cultural and linguistic mandate of the CSJ and the *1976 Agreement*.

21. The ACFA proposes to work with the University of Alberta and the Government of Alberta, in consultation with the French-speaking community of Alberta, to develop a federated model of governance for the Campus Saint-Jean.

22. A federated model of governance would maximize the University of Alberta's revenue generation avenues by providing the CSJ with greater autonomy to develop and capitalize on more direct relationships with funding partners and develop its own revenue-generating programs. A federated model offering greater autonomy at the administrative and academic level would enable the CSJ pursue its mandate of providing quality French-language post-secondary education in an immersive francophone setting, while maintaining mutually beneficial connections and stability for students and staff. By reinforcing the status of the CSJ as a strong, competitive French-language post-secondary institution, a federated CSJ would position the University of Alberta for greater opportunities to expand its reach with funding partners and prospective students both nationally and internationally.

23. A variety of such federated models exist in Canada, including Laurentian University, Université de Hearst, Saint-Paul University, the First Nations University of Canada (a federated college of the University of Regina) and the University of Toronto's three federated university colleges (University of St. Michael's College, Trinity College, Victoria University). The ACFA looks

forward to working with the University of Alberta and the Government of Alberta to develop a federated model that responds to the needs of the francophone community and the University of Alberta community.

The ACFA looks forward to hearing from you.

Attachment: Appendix A – Agreement of 1976 with the Oblate Order, the University of Alberta, and the Government of Alberta



Save Saint-Jean!

Concrete Positive Federal Measures Needed Now to Keep Campus Saint-Jean Alive and Protect French in Alberta and Canada

Brief submitted by the Association canadienne-française de l'Alberta to the House of Commons Standing Committee on Official Languages as part of its study on the government measures to protect and promote French in Quebec and Canada

Written by Sheila Risbud, President and Isabelle Laurin, Executive Director

April 13, 2021

Introduction

[1] The Association canadienne-française de l'Alberta (ACFA) thanks the Standing Committee on Official Languages for inviting it to appear as part of the committee's study on the government's measures to protect and promote French in Quebec and Canada.

[2] ACFA was founded in 1926 and is the voice of Alberta's francophone community. Its incorporating act gave it the following mission in 1964, which it has strived to pursue ever since:

- | | |
|---|--|
| (a) conserver les souvenirs des premiers habitants, missionnaires, commerçants de fourrures, explorateurs et colons d'origine française de l'Alberta; | (a) to rescue from oblivion the memories of the early inhabitants, missionaries, fur traders, explorers and settlers in Alberta of French origin |
| (b) promouvoir le bien-être intellectuel, moral, social et matériel des Canadiens d'origine française en Alberta; | (b) to promote the intellectual, moral, social and material welfare of the Canadians of French origin in Alberta, |
| (c) promouvoir l'étude de la langue française et la formation de groupes d'éducation des adultes; | (c) to promote the study of the French language and the formation of adult education groups, |
| (d) parrainer des programmes radiophoniques en français; | (d) to sponsor radio programmes in French, |
| (e) promouvoir la bonne volonté, l'harmonie et la coopération entre ses membres; | (e) to promote goodwill, harmony and cooperation among its members, |
| (f) promouvoir une meilleure compréhension parmi les Canadiens d'origines raciales différentes dans la province. [unofficial translation] | (f) to promote better understanding among Canadians of different racial origin in the Province. ¹ |

[3] ACFA rallies key stakeholders to protect the accomplishments of Alberta's francophone communities, as well as to improve their rights and enhance their vitality. ACFA played a central role in the major cases on the status of French: *Mercure*,² *Mahé*³ and *Caron*.⁴ Its mandate is to represent Alberta's francophones; promote their physical, intellectual, economic, cultural and social well-being; and encourage, facilitate and promote French-language learning and Alberta's Francophonie at large. In addition, ACFA promotes the inclusion of French speakers of all origins in Alberta within a diverse francophone environment.

[4] That is why ACFA is making the case to the committee that it is important that the federal government take concrete positive measures now to ensure that Campus Saint-Jean remains intact and that the French language is protected in Alberta and across Canada.

French in Alberta and Canada

[5] The francophone population in Canada is declining: only 3.8% of Canadians identified as francophones in 2016, versus 6.1% in 1971.⁵ Statistics Canada also projected that the percentage of francophones outside Quebec will continue to drop and that the bilingualism rate of anglophones outside Quebec will remain stable by 2036.⁶ The

¹ *An Act to Incorporate l'Association canadienne française de l'Alberta*, [SA 1964, c. 107](#).

² *R. v. Mercure*, [1988] 1 S.C.R. 234 (judicial and statutory bilingualism).

³ *Mahé v. Alberta*, [1990] 1 S.C.R. 342 (the right to minority-language education, including the right of management and control over the minority).

⁴ *Caron v. Alberta*, 2015 SCC 56 (judicial and statutory bilingualism).

⁵ Canadian Heritage. 2019. "Statistics on Official Languages in Canada." Accessed April 9, 2021.

<https://www.canada.ca/en/canadian-heritage/services/official-languages-bilingualism/publications/statistics.html#a6>.

⁶ Government of Canada. 2018. *Action Plan for Official Languages – 2018–2023: Investing in our future*, p. 9.

federal government recognized the decline of the French language and invested \$500 million in its 2018–2023 Action Plan for Official Languages to offset this decline.

[6] However, Alberta's francophones are going strong. After Ontario and New Brunswick, Alberta has the largest French-speaking minority population in Canada and the third largest French-speaking newcomer community outside of Quebec, after Ontario and British Columbia. The 2016 census found that more than 88,000 Albertans have French as their mother tongue,⁷ or over 2% of the province's population.⁸ More importantly though, over 268,000 Albertans are fluent enough to sustain a conversation in French.⁹

[7] The future of French in Canada depends on Alberta. Incidentally, the percentage of people with French as their mother tongue in Alberta increased by 50% between 1991 and 2016,¹⁰ making it the fastest growing French-speaking population outside of Quebec in Canada.¹¹ Alberta has never been so French.¹²

[8] However, this positive snapshot of Alberta's francophone population is offset by the precariousness of Campus Saint-Jean (CSJ). Due to the provincial and federal governments' inaction to help CSJ with its financial challenges, its very existence is now in jeopardy. Without new federal help, Alberta's francophones—and all official language minority communities (OLMCs) for that matter—will be adversely impacted, which could steepen the decline of the French language in Alberta and Canada.

The fundamental role of Campus Saint-Jean for the Albertan and Canadian Francophonie

[9] CSJ is the only French-language post-secondary institution in Alberta and west of Manitoba.

[10] CSJ was founded in 1908 by the Oblate Fathers and became a faculty of the University of Alberta in 1977, following an agreement signed in 1976 (see Appendix 1) between the University of Alberta, the Government of Alberta and the Oblate Fathers. The role of the Oblate Fathers, as outlined in the agreement, is now delegated to ACFA.

[11] The agreement includes the requirement that CSJ operate in a separate space from the University of Alberta to guarantee a French-speaking environment. The agreement also recognizes that the cost per student will necessarily be higher, which would be partially offset by financial contributions from the federal government.

[12] Today, CSJ has over 900 students from Alberta, across Canada and around the world. Enrolment has increased by over 40% since 2014, despite two increases in required GPA scores for admission eligibility.

[13] CSJ is essential to the vitality of the Francophonie in Alberta and all of Western Canada.

[14] The growth of Alberta's French-speaking population is creating an increased demand for French-language services in a variety of sectors, especially in education. For example, over the past 20 years, enrolment in French-

⁷ Statistics Canada, [Data tables, 2016 Census](#), Catalogue no. 98-400-X2016046, 2016 Census, Ottawa, Statistics Canada, January 16, 2018. The Census systematically underestimates the number of people with French as their mother tongue, in part by discouraging respondents from indicating more than one mother tongue.

⁸ Statistics Canada, [Census Profile, 2016 Census: Alberta and Canada](#), Catalogue No. 98-316-X2016001, 2016 Census, Ottawa, Statistics Canada, November 29, 2017. [Statistics Canada, Census Profile: Alberta]

⁹ Idem.

¹⁰ Statistics Canada, [Focus on Geography Series, 2016 Census](#), supra.

¹¹ Government of Alberta. 2018. The Francophonie in Alberta: Strong and Vibrant. <https://open.alberta.ca/dataset/56de91f7-c69e-4fac-8e82-a3b8c9025f25/resource/f4bf7d7f-cda2-4910-9b8e-daeb496553e9/download/albertasfrancophonecommunitiesstrongandvibrant.pdf>.

¹² *R. v. Caron, 2008 ABPC* [French only]; see also François Larocque, Mark Power and Michel Doucet, *L'archéologie d'un pacte constitutionnel oublié : la Proclamation royale du 6 décembre 1869*, in Sophie Bouffard and Peter Dorrington, ed., *Le statut du français dans l'ouest canadien : la cause Caron*, Cowansville, Yvon Blais, 2017.

language schools has doubled and enrolment in French immersion schools in Alberta has more than doubled. Currently, there are over 8,000 students enrolled in French schools and over 46,500 in French immersion programs.

[15] Alberta is therefore facing a significant need for skilled labour and a shortage of French-speaking teachers and other education professionals. They are needed in order to provide the French-language education guaranteed by section 23 of the *Canadian Charter of Rights and Freedoms*.

[16] CSJ therefore trains bilingual staff in Western Canada through a variety of programs, including:

- post-secondary programs in business administration, early childhood education and health care;
- bachelor's degree programs in the humanities, social sciences, education, science, business administration and nursing (the last two being formally bilingual programs); and
- master's degree programs in arts or education sciences.

[17] Preserving and developing CSJ is also necessary for ensuring the long-term vitality of Alberta's French-language community. According to the principle of institutional completeness, which was developed by Raymond Breton in 1964, having institutions—schools, hospitals, newspapers or theatres—is considered as a condition for minority vitality.¹³

[18] The Honourable Mélanie Joly, Minister of Economic Development and Official Languages, recognized in her language reform document, *English and French: Towards a Substantive Equality of Official Languages in Canada*, which was released in February 2021, that OLMCs “are entitled to strong institutions, supported by and for them, that ensure their vitality and sustainability.”¹⁴ Moreover, in its guiding principles, the document includes support for OLMC institutions and recognizes how important the principle of institutional completeness is for OLMC vitality.¹⁵

[19] More importantly, as the only French-language post-secondary institution west of Manitoba, CSJ promotes bilingualism among its students. CSJ creates an immersive environment that improves the sociolinguistic skills of its students, over 60% of whom come to CSJ as part of French immersion programs, and helps them fit into the francophone community.¹⁶ As a result, CSJ is a key institution for the federal government's “very ambitious target — to increase our national bilingualism rate from 17.9% to 20% by 2036. We will get there by raising the bilingualism rate of English speakers outside Quebec from 6.8% to 9%.”¹⁷

[20] The institutional importance of CSJ for the French-speaking minority and for the expansion of French in Western Canada goes beyond its educational requirements. CSJ represents a Canadian vision of national bilingualism and cultural pluralism, which are cornerstones of our commitment to diversity. As the Academic Vice-President of the University of Alberta once said, “Campus Saint-Jean needs to exist as a beacon for a particular expression of Canadian values in Western Canada.”

Current situation at Campus Saint-Jean

[21] CSJ has been chronically and severely underfunded for the past 20 years, which has adversely affected its ability to meet its mandate and the overall demand.

[22] CSJ does not receive enough funding to carry out its operations because it receives provincial grants for only 70% of its full-time students. In Alberta, university faculties have enrolment quotas and receive Campus Alberta Grant

¹³ Cardinal, Linda and Léger, Rémi, 2017, *La complétude institutionnelle en perspective*, Politique et Sociétés, vol. 36, p. 3.

¹⁴ Government of Canada. 2021. *English and French: Towards a Substantive Equality of Official Languages in Canada*, p. 4.

¹⁵ Government of Canada. 2021. *English and French: Towards a Substantive Equality of Official Languages in Canada*, p. 16.

¹⁶ Villeneuve, Anne-José, 2018, *L'acquisition de la compétence sociolinguistique en contexte minoritaire: l'apport potentiel de la communauté*, in *L'éducation supérieure et la dualité linguistique dans l'Ouest canadien: Défis et réalités*, Samira ElAtia, ed., pp. 85–108. Quebec: Presses de l'Université Laval.

¹⁷ Government of Canada. 2018. *Action Plan for Official Languages – 2018–2023: Investing in our future*, p. 41.

funding based on these quotas. However, enrolment for CSJ—and the overall demand for it—far exceed the provincial quota. For example, there are 24 spots in the bilingual nursing program, but CSJ received 172 applications for this program in 2019–2020.

[23] In other faculties, the quota allows for a certain amount of competition, given that students can always enroll in another university. However, CSJ faces a completely different situation; there is no other alternative to study in French in Alberta. When the province gives CSJ no other choice but to deny students the opportunity to enrol, it forces CSJ to violate the institution's mandate to guarantee the vitality of Alberta's French-speaking community and contributes to the assimilation of Albertan francophones and the weakening of the French fact in Alberta.

[24] In addition, core federal funding received by CSJ under the Official Languages in Education Program (OLEP) has not increased since at least 2009. In real dollars, this funding has actually progressively decreased, despite the increased demand for the services and education provided by CSJ.

[25] CSJ's extremely precarious financial situation, which has been that way for years, took a turn for the worse when the Alberta government announced further budget cuts in 2019. In 2020–2021, operational grants to post-secondary institutions were reduced by 13.3%. In addition, the Alberta government prohibited post-secondary institutions from using their reserve funds, yet also required them to submit balanced budgets, thereby preventing CSJ from covering its \$1.5 million shortfall for this fiscal year.

[26] In spring 2020, CSJ was expected to submit a plan and balanced budget to the University of Alberta. To achieve a balanced budget, CSJ would have to cut 44% of courses, which also meant cutting entire programs.

[27] This untenable situation prompted ACFA to launch the Save Saint-Jean campaign in May 2020. As a result, ACFA has reached out to many community and political stakeholders and recommended several short- and long-term solutions to the University of Alberta, the Alberta government and the federal government. In addition, over 1,100 people sent letters of support for the campaign to the Premier of Alberta and the Minister of Advanced Education.

[28] In one small victory, the University of Alberta accepted CSJ's medium-term plan, which kept all programs intact, but cut courses by nearly 20% and required CSJ to cut \$1 million in spending halfway through the year to achieve a balanced budget.

[29] On August 17, 2020, the ACFA was faced with an impasse and was forced to sue the Government of Alberta and the University of Alberta. The lawsuit is based on three arguments:

- Violation of the 1976 Agreement.¹⁸ The 1976 Agreement recognizes that CSJ is important for meeting the soaring demand for French-speaking teachers and a bilingual workforce in Western Canada (preamble, section 3.1). It provides that the University of Alberta is required to operate, maintain, improve and develop CSJ (section 3.2) to the best of its ability. The agreement also requires the Government of Alberta to provide the University of Alberta with the funding that it needs to operate, maintain, improve and develop CSJ (section 3.6), and forbids the province from reducing the grant amounts received through federal funding and sent to CSJ for French-language education (section 3.7).
- Violation of section 23 of the *Canadian Charter of Rights and Freedoms*. Post-secondary education in French in Alberta is necessary to train (and offset the shortage of) French-speaking teachers and staff in the province's French-language minority school boards and ultimately to implement section 23 of the Charter. The University of Alberta and the Government of Alberta are therefore required to provide adequate funding to train the professionals who are needed to implement the Charter in Alberta.
- Violation of the constitutional principle of protecting minority rights. The University of Alberta and the Government of Alberta determined the amount of funding that they had deemed appropriate, but they

¹⁸ 1976 Agreement between the Government of Alberta, the University of Alberta and the Oblate Fathers.

ultimately failed to provide enough to ensure that CSJ can comply with the constitutional provision of protecting minority rights.

[30] On February 2, 2021, ACFA learned that the Government of Alberta awarded a \$1.5 million contract to a law firm between August 2020 and March 2020 (seven months) to prepare its defence against ACFA regarding CSJ funding (see CBC article in Appendix 2). ACFA was shocked at how the Alberta government was handling public funds. This contract represents a considerable amount of money that could have been allocated directly to CSJ to alleviate its precarious financial situation. As a reminder, ACFA and CSJ were seeking \$1 million by the end of March 2021 to keep CSJ's courses intact.

[31] The Alberta government announced new cuts to post-secondary education for 2021–2022, but their impact on CSJ is not yet known, because CSJ has still not been able to make up for last year's shortfall. And there are still concerns in the francophone community about the UofA for Tomorrow restructuring initiative undertaken by the University of Alberta to streamline its spending.

[32] CSJ is in dire need of renovations to preserve its infrastructure. The Alberta government has repeatedly refused to address these needs and has not matched federal funding for infrastructure projects at CSJ for many years now.

[33] In summer 2020, the Alberta government said that it would invest \$98 million to improve infrastructure in several post-secondary institutions across the province as part of Alberta's Recovery Plan.¹⁹ The province's 2021 budget provided additional infrastructure investments of \$191 million for post-secondary institutions.²⁰

[34] To date, CSJ has received zero funding, despite the federal government's commitment to fund half of an \$8 million infrastructure project if the province agreed to invest the same amount. This is appalling, because the Alberta government could have received a 100% return on its investment by working with the federal government on this much-needed infrastructure project for CSJ.

[35] CSJ's sidelining from this investment announcement is nothing new; it complements the Alberta government's long history of refusing to fund new CSJ infrastructure. The University of Alberta conducted a study in 2015 that found that CSJ's science labs, which dated back to the 1950s, needed approximately \$19 million for renovations. Although the project went forward, the University of Alberta could not receive enough funding from the Alberta government and had to reduce the amount to \$3.1 million. These renovations are a far cry from the Science Pavilion project proposed in 2007–2008 (costed at approximately \$40 million), which was shelved due to the university's inability to secure funding from the Alberta government.

[36] Prior to these laboratory renovations, the last work done on CSJ's facilities dates back 20 years when its original residences were renovated and new ones built, in addition to cultural and community spaces and offices. To this day, there is still an urgent need to update CSJ's electrical system.

Lack of positive federal measures for Campus Saint-Jean funding

[37] Although education is a provincial jurisdiction, the federal government has committed to investing heavily in post-secondary education in Canada.

¹⁹ Government of Alberta. 2020. "Post-secondary projects put Albertans to work." <https://www.alberta.ca/release.cfm?xID=73069AFC2B905-02AB-BEFA-B7C465CAED2D276A>

²⁰ Government of Alberta. 2021. *Budget 2021: Capital Plan*. Accessed April 10, 2021. <https://www.alberta.ca/capital-plan.aspx>.

[38] For example, in 2016, the federal government relied in part on the Post-Secondary Institutions Strategic Investment Fund (SIF) to foster innovation in Canada through its Innovation Agenda. This fund made nearly \$2 billion available for infrastructure projects in post-secondary institutions across Canada.²¹

[39] In addition, the federal government has a memorandum of understanding on minority language education and second language instruction with the provinces and territories, in addition to an Official Languages in Education Program (OLEP), which guarantees access to federal funding for OLMC French-language post-secondary institutions.

[40] Furthermore, under section 41 of the *Official Languages Act*, federal institutions are required to “ensure that positive measures are taken for the implementation of the commitment...” of the federal government to “(a) [enhance] the vitality of the English and French linguistic minority communities in Canada and supporting and assisting their development; and (b) [foster] the full recognition and use of both English and French in Canadian society.”²²

[41] In addition to this obligation, the Department of Canadian Heritage must take whatever measures that it considers appropriate to enhance the vitality of French linguistic minority communities in Canada and support their development;²³ encourage and support the learning of French;²⁴ encourage and assist provincial governments to support the development of French-language minority communities and help them to provide opportunities for members of those communities to be educated in their own language;²⁵ and encourage and assist provincial governments to provide opportunities for everyone to learn in French.²⁶

[42] However, in recent years, the federal government has been shying away from its language responsibilities. Many argue that the federal government is not adequately meeting its obligation to take positive measures in post-secondary education, particularly because federal funding is disproportionately directed, e.g., through the SIF, to majority language organizations. In addition, the funding received by French-language minority post-secondary institutions under the OLEP has flatlined, creating serious financial problems.

[43] In a brief submitted to the House of Commons Standing Committee on Finance in 2018, the Association des collèges et universités de la francophonie canadienne (ACUFC) pointed out that OLMC post-secondary institutions are experiencing a shortfall because the federal government has failed to increase its investment into these institutions since at least 2009. Over the past decade, federal funding has in fact gradually decreased since it does not take inflation into account. According to the ACUFC, “in 2023, actual federal OLEP investments will be 35% lower than in 2003.”²⁷

[44] Lastly, section 4.3 of the memorandum of understanding on minority language education and second language instruction that was signed with Alberta sets out that the province must first contribute a certain amount before the federal government does so in kind or provides a larger amount. This type of condition is commonly referred to as a matching clause.²⁸ The Department of Canadian Heritage also reserves the right to approve complementary contributions further to the amount provided for in the memorandum of understanding. The

²¹ Innovation, Science and Economic Development Canada. 2019. “Post-Secondary Institutions Strategic Investment Fund (SIF)” Government of Canada. Accessed April 10, 2021. <https://www.ic.gc.ca/eic/site/051.nsf/eng/home>.

²² *Official Languages Act*, RSC 1985, c. 31 (4th Supp.), ss. 41(1)–(2).

²³ *Official Languages Act*, RSC 1985, c. 31 (4th Supp.), s. 43(1)(a).

²⁴ *Official Languages Act*, RSC 1985, c. 31 (4th Supp.), s. 43(1)(b).

²⁵ *Official Languages Act*, RSC 1985, c. 31 (4th Supp.), s. 43(1)(d).

²⁶ *Official Languages Act*, RSC 1985, c. 31 (4th Supp.), s. 43(1)(e).

²⁷ Association des collèges et universités de la francophonie canadienne (ACUFC). 2018. *Economic Growth: Ensuring Canada's Competitiveness. The important contribution of francophone community colleges and universities in Canada*. p. 6. <https://www.ourcommons.ca/Content/Committee/421/FINA/Brief/BR10006330/br-external/AssociationDesColl%C3%A8gesEtUniversit%C3%A9sDeLaFrancophonieCanadienne-e.pdf>

²⁸ *Canada-Alberta Agreement on Minority-Language Education and Second-Language Instruction (2013–2014 to 2017–2018)*.

purpose of these contributions is to develop post-secondary education in minority communities, expand and enhance school programs and strengthen culture in minority schools at all levels of education. Nevertheless, they are also subject to a matching clause.²⁹

[45] ACFA believes that the federal government should not systematically base its funding on provincial funding when contributing to initiatives such as the CSJ's infrastructure project. These initiatives enhance the vitality and support the development of Canada's French-language minorities and are a way for the government to carry out some of its obligations.³⁰

[46] Of course, OLMCs benefit when the provinces financially support projects that they would not otherwise support in order to access a federal funding envelope. However, when the government systematically requires a provincial contribution for any federal contribution or rigidly invokes a matching clause to refuse to fund CSJ infrastructure projects, it fails to meet its obligations under Part VII of the *Official Languages Act*.

[47] Matching clauses create loopholes and end up being a negative measure, since some provinces, such as Alberta, have been historically reluctant to carry out their obligations.

Recent commitments

[48] The federal government has recently committed to taking steps to further support French-language post-secondary education.

[49] In January 2021, the Prime Minister sent a supplementary mandate letter to the Minister of Economic Development and Official Languages that includes a commitment to investing more in OLMC post-secondary institutions: "in collaboration with provinces and territories, increase investments in educational and community infrastructure for institutions supporting official language minority communities, including post-secondary institutions, immersion education programs and minority language education programs."³¹

[50] The federal government also said in its February 2021 language reform document that it planned on strengthening its commitment to further developing the education continuum, which includes post-secondary education.³²

[51] These commitments, while much appreciated, have yet to be supplemented by concrete measures. And we are concerned that these measures may come too late.

Proposed solutions and concrete measures

[52] Investments in French-language post-secondary education, particularly in CSJ, are needed now to maintain and develop a network of institutions that protect and support French in Canada, strengthen the vitality of our communities and increase bilingualism among Canadians.

[53] Over the past year, ACFA has proposed various solutions to the federal government to Save Saint-Jean:

1. Implement a complementary contribution as part of the OLEP
2. Create a Western French post-secondary education fund

²⁹ *Canada-Alberta Agreement on Minority-Language Education and Second-Language Instruction (2013–2014 to 2017–2018)*. ss. 4.5.1(b) and 4.5.1(h).

³⁰ *Official Languages Act*, RSC 1985, c. 31 (4th Supp.), ss. 41 and 43(1)(a).

³¹ Justin Trudeau, Prime Minister of Canada. "Minister of Economic Development and Official Languages Supplementary Mandate Letter." January 15, 2021. <https://pm.gc.ca/en/mandate-letters/2021/01/15/minister-economic-development-and-official-languages-supplementary>.

³² Government of Canada. 2021. *English and French: Towards a Substantive Equality of Official Languages in Canada*, p. 17.

The purpose of this special fund (see Appendix 3) would be to protect French-language post-secondary institutions in Western Canada by ensuring stable and predictable funding until 2023, when the current Action Plan for Official Languages expires. French-language post-secondary institutions need a solution, even if it is only viable in the short term, to maintain access to French-language post-secondary education in order to train a locally based bilingual workforce, avoid brain drain and ensure OLMC vitality. The fund's budget envelope would be \$12 million per year for a period of two years. This temporary fund would supplement the core funding for French-language post-secondary institutions' programs in Western Canada.

3. Increase and index the OLEP's core funding for French-language institutions

Given that OLEP funding for minority French-language post-secondary institutions has not been increased since 2009, the federal government could increase the funding by indexing the OLEP to take into account inflation and population growth in certain regions, which has led to a significant increase in enrolment in these institutions.

[54] ACFA also believes that the federal government should use its spending power to protect linguistic minorities in accordance with the Constitution and as such protect French in Canada. The federal government could make exceptions for funding initiatives in French-minority post-secondary education without attaching a conditional matching clause. In other words, Canada's financial and complementary contributions under the next Canada-Alberta agreement on minority-language education should no longer systematically require an equivalent or greater financial contribution from the province. The matching clause often has a paralyzing effect and hinders many opportunities for positive measures. The matching clause should therefore be abolished or, at the very least, provide more flexibility and discretion for the federal government.

[55] A longer-term strategy to support French-language post-secondary institutions in minority situations could be discussed nationally and possibly incorporated into the next Action Plan for Official Languages.

[56] ACFA has strongly recommended to your committee and to the Senate Standing Committee on Official Languages that both committees quickly undertake a study on federal funding for post-secondary education and the positive measures taken by federal institutions regarding post-secondary education for official language minority communities. All the studies conducted to date that have looked at the issue of post-secondary education have done so as part of a broader study, which does not provide a comprehensive understanding of the severity of the challenges facing post-secondary education in OLMCs, which have been going on for years and need to be addressed urgently.

[57] In closing, there is an urgent need for concrete action. Campus Saint-Jean cannot wait until after the modernization of the *Official Languages Act*, which is taking some time, or until the next Action Plan on Official Languages, which is due in 2023.

[58] ACFA is looking forward to concrete action in the upcoming federal budget, which will be released on April 19, 2021, and to the support of the members of this committee as the issue moves forward.

Tab 1: 1976 Agreement

Tab 2: Radio-Canada article of February 2, 2021, Campus Saint-Jean: Alberta spends \$1.5 million to defend itself against ACFA

Tab 3: Proposal: Creation of a Western French-Language Post-Secondary Education Fund

THIS AGREEMENT made as of the 14th day of April, A.D. 1976.

BETWEEN:

HER MAJESTY THE QUEEN in the right of Alberta,
represented herein by the Minister of Advanced Education
and Manpower (hereinafter called "the Province")

OF THE FIRST PART

- and -

THE GOVERNORS OF THE UNIVERSITY OF ALBERTA (hereinafter
called " the University")

OF THE SECOND PART

- and -

LE COLLEGE ST. JEAN D'EDMONTON {hereinafter called "'St.
Jean''') and LES REVERENDS PERES OBLATS DE MARIE IMMACULEE
DES TERRITOIRES DU NORD OUEST (hereinafter called "the
Oblates") (St. Jean and the Oblates being hereinafter
sometimes called "the Owners")

OF THE THIRD PART

PREAMBLE

WHEREAS:

The Oblates have owned and operated directly and,
more recently by St. Jean, a secondary and post-secondary
educational institution on the lands described on
Schedule "A" hereto (hereinafter called "the College
site") in order to provide thereat, in a French
atmosphere, an opportunity for students to acquire an
education in both the English and French languages;

During the last two decades, the academic programs and policies of the educational authorities and institutions of the Province of Alberta have allowed the Oblates and/or St. Jean to pursue their objective of providing bilingual education, and, at the same time, to:

- (a) abandon affiliation at the secondary and post-secondary levels with institutions outside of the Province of Alberta;
- (b) integrate their secondary education programs into one of the school systems of the City of Edmonton and subsequently relinquish them to that system;
- (c) affiliate with the University of Alberta for a partial teacher-training program in the French language;
- (d) launch other programs authorized by and in cooperation with the University; and
- (e) enter into an agreement dated the 27th day of November, 1970 with the University by virtue of which the University and St. Jean established an organization under the name College Universitaire Saint Jean (hereinafter called "the College") which became, insofar as University functions were involved, an integral part of the University in order to provide a bilingual and bicultural (French and English) section of The University of Alberta and did thereby provide university level education for students who chose to pursue their studies in French and to live or to study in a predominantly French environment (the said agreement of the 27th day of November, 1970, a supplemental agreement thereto dated the 30th day of November, 1970, and an unsigned extension and amending agreement dated as of the 1st day of September, 1975, being collectively called ("the Agreement");

The academic program so established at the College whereby University level education was provided for students who chose to pursue their studies in French and to live or study in a predominantly French environment as a bilingual and bicultural (French and English) part of The University of Alberta is hereinafter referred to as the "College program");

The Oblates have advised the other parties hereto that they wish to withdraw from actual participation in the Agreement and to dispose of the College site so long as they are assured that the College program will be maintained, improved and expanded;

The Province commissioned a study to ascertain whether the College program should be continued and, if so, where;

The Province has received and approved certain recommendations contained in the report on the said study to the effect that the College program should be maintained, improved and expanded and at the College site, the said recommendations in question being recommendations 1, 2, 3 and 4, being part of the material attached hereto as Schedule "B";

The Government of Canada, represented by the Secretary of State of Canada (hereinafter called "Canada") has agreed to contribute to the Province the sum of One Million (\$ 1,000,000.00) Dollars to assist in the purchase of the College site and to contribute further amounts in respect of the operating expenses for the French language teacher-training program, the same to

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be in addition to the grants or payments made by Canada to the Province under the Federal-Provincial Fiscal Arrangements Act, 1972, The Post-Secondary Education Adjustments Payments Regulations, 1972, as well as grants or payments made pursuant to the Federal-Provincial Minority Language Program;

The Province has agreed with Canada to ensure that the French language teacher-training portion of the College program shall be kept open so long as there exists a reasonable demand for teacher-training in the French language by potential students from the Province of Alberta as well as from other parts of Canada and primarily from the Provinces of Manitoba, Saskatchewan and British Columbia, the Yukon Territory and the Northwest Territories.

The Province and the University have recognized and
continue to recognize:

(a) the need for
French language
teacher-training in

order to meet the growing demand for teachers
competent in the French language, as well as

- (b) the need for the College program generally in order to allow more students from Alberta and the aforementioned jurisdictions to acquire an academic background in Canadian culture in the two official languages of Canada and to be qualified for the growing number of positions in government, industry and other fields which require a working knowledge of the said two languages, and
- (c) the need for extension-type programs in the French

language and French-Canadian culture.

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#4/7

The Province has agreed to provide to the University funds to acquire ownership of the College site and agreed to provide thereafter the necessary funds so that the University may continue to maintain, improve and expand at the College site the College program, and to discharge the operating obligations assumed by the Province under the terms of its agreement with Canada;

The University has acceded to the requests of the Province on the basis that the College program is unique in the Province of Alberta, and that any obligations it must undertake beyond the level or nature of the financial obligations presently assumed by it for the College program shall be provided for on new and special bases by the Province;

The Province and the University acknowledge that the College program must be maintained in facilities separate from the main campus of The University of Alberta in order that it be operated in the French atmosphere required for its success, that it will attract relatively small numbers of students with consequent higher costs per student, and that additional contributions of Canada be made in order to offset some of the said additional costs;

The parties other than the University have caused independent appraisals of the College site to be made and, in consequence thereof, have agreed on the acquisition price of the College site;

The parties have also agreed on the consideration to be paid to the Owners by the University for the personal

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property being acquired from the Owners;

The Oblates have offered to establish a trust fund with the .capital consisting of one-third (1/3) of the acquisition price of the College site and personal property hereby sold, the annual income of which, after setting aside and reinvesting an amount to partially offset the adverse effects of inflation, shall be used for a period of ten (10) years to assist endeavours relating to education in the French language, primarily at the post-secondary level;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. TRANSFER OF OWNERSHIP

1.1 The University agrees to purchase and hereby purchases from the Owners who agree to sell and hereby sell to the University, the College site for the sum of Three Million, Two Hundred Thousand (\$3,200,000.00) Dollars payable to the Oblates on the adjustment date.

1.2 The University agrees to purchase and hereby purchases from the Owners who agree to sell and hereby sell to the University, all the library books and catalogues, the furnishings and equipment on the College site except those described in Schedule "C" hereto (hereinafter called the "equipment") for the sum of Three Hundred and Twenty-Five Thousand (\$325,000.00) Dollars payable to the Oblates on the adjustment date.

1.3 The Province hereby gives to the University the necessary funds for such purchase.

1.4 The Province and the University acknowledge that the owners have not made any representations nor given any warranties in respect of the College site and the equipment and further acknowledge that the College site and the equipment are being acquired on an "as is" basis.

1.5 The Province and the University acknowledge that they are aware of the licenses and "leases" granted by the Owners and described in Schedule "D" hereto and the University covenants and agrees with the Owners to discharge the obligations of the Owners in respect thereto from and after the adjustment date.

1.6 The Owners covenant and agree to execute and deliver to the Province and/or the University such further documents as may be required in order to carry out the terms of this agreement.

II. TRANSITIONAL STEPS

2.1 Notwithstanding anything herein contained, it is agreed by all parties hereto that the Agreement shall continue in full force and effect up to and including April 30, 1976 (hereinafter called the "adjustment date").

2.2 After the adjustment date, the members of the Oblates assigned to St. Jean may, without charge, continue to occupy their present residential quarters and to use their present portion of the cafeteria until the 10th day of May, 1976, inclusive.

2.3 From and after May 11, 1976, the University shall assume the operations of the cafeteria and thereupon offer employment to the four (4) employees of the Owners described in Schedule "E" herein, on conditions no less favourable to the employees than presently prevail for them and as shown in said Schedule "E".

2.4 It is acknowledged by the University and the Oblates that the Oblates cannot remove all their personal property from the College site rapidly and the parties further acknowledge that one or more of the members of the Oblates may be needed at no cost to the University at the College site to assist the University in the takeover of the premises. Accordingly, it is agreed between the University and the Oblates that the Oblates will use their best efforts to remove their personal property from the College site as expeditiously as possible, that while such personal property may be located in or on the College site, it shall be at the risk of the Oblates and that they may have reasonable access thereto. The University and the Oblates agree to designate certain areas of the residential building as storage areas for the Oblates for the period extending from May to August 31, J.976. It is further agreed that the Oblates may occupy, at their risk, exclusively and without charge, the eastern most and freestanding building on the College site commonly known as "Chateau Lacombe" until December 31, 1976.

2.5 Notwithstanding any provision in this agreement, it is agreed that the University and St. Jean will adjust all charges payable under the Agreement as at the adjustment date within sixty (60) days thereof.

2.6 The University covenants and agrees to purchase, at cost, from St. Jean all useable maintenance supplies on hand on the adjustment date and all useable food inventory on hand on May 11, 1976 and to pay for same within sixty (60) days of the adjustment date.

III. THE COLLEGE PROGRAM .

3.1 The Province and the University acknowledge that the College program is a unique type of post-secondary educational program having regard to its historical background, its situs, its student residences, its recruitment problems, its language of instruction, the French-Canadian atmosphere, the special funding programs available for its maintenance and the conditions which have led to the execution of this agreement.

3.2 The University covenants and agrees to use its best efforts to operate, maintain, improve and expand the College program, the buildings, equipment and supplies used in conjunction therewith as an integral part of The University of Alberta, all of the same to be located at the College site, and to refrain from establishing on the College site any program or facilities which may adversely affect the College program.

3.3 The University reserves the right to reorganize the administrative and academic organization now existing at the College with a view to integrating the College operations more fully into the University without thereby detracting from the University's covenant to maintain, improve and expand the College program at the College site.

3.4 The University shall be responsible for making all necessary arrangements with the Education authorities and institutions in the Provinces of Manitoba, Saskatchewan and British Columbia and in the Yukon and Northwest Territories respecting admission standards, equivalent certification, or any other matters affecting students from those Provinces or Territories.

3.5 The University covenants and agrees to consider all applications for registration to the French language teacher-training program of the College from students ordinarily resident in the Yukon and Northwest Territories and in the Provinces of Manitoba, Saskatchewan and British Columbia under the same or equivalent terms and conditions respecting admission standards and for the same tuition fees and all other charges as shall apply to students from the Province of Alberta, or under such conditions and with such fees as may be established following negotiations with appropriate authorities in the above jurisdictions.

3.6 The Province covenants and Agrees to provide to the University as and when required, funds by way of grant or otherwise in addition to funds now provided to the University as may be reasonably necessary to allow the University to perform its covenants herein , to operate, maintain, improve and expand the College program and the buildings, equipment, and supplies used in connection therewith.

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3.7 Where the Province receives grants or payments from Canada based on educational activities or student enrollment or otherwise relevant to any of the College programs or any extension thereof under the Federal-Provincial Minority Language Program or under the agreement between Canada and the Province heretofore recited, or under any extension, renewal or replacement of such program or agreement, then the Province agrees to provide such grants or payments directly to the University for the purposes of the College program without reducing in any way the regular grants made and to be made to the University by the Province for the College program; and it is further agreed that if Canada shall cease to provide such grants or payments or shall reduce the amounts thereof, that the Province will replace and continue the same on the same terms so long as a reasonable demand exists for the College program.

3.8 Where the Government of Canada, for the purpose of encouraging bilingual or bicultural (French and English) education, makes available additional capital and/or additional operating or other grants to the Province beyond those referred to in the immediately preceding paragraph, which grants, if received by the University, would allow the University to improve or expand the College program above the level of support which the Province has heretofore covenanted to maintain, the Province and the University will discuss the same and if new and expanded programs that such grants might allow are within the proper priorities of the University and the Province, then the Province agrees to use its best efforts to secure the same and to provide

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such grants directly to the University (or other institutions of higher learning in the Province) for the purposes hereof without reducing in any way the regular grants made and to be made to the University by the Province pursuant hereto.

3.9 The University will be reimbursed by the Province for expenditures incurred under this Agreement in recruiting students from the Provinces of Manitoba, Saskatchewan and British Columbia and from the Yukon and Northwest Territories to a maximum of Forty Thousand (\$40,000.00) Dollars annually from 1 April, 1976 to 31 March, 1979. To this end the University will submit its accounts each year. Where travel is involved, accounts must be in accordance with the normal travel regulations of the University as audited by the Provincial Auditor.

3.10 The parties agree that all student records presently held by the Owners shall remain the property of the Owners, but that in order for the University to be able to furnish official transcripts thereof with respect to the College in accordance with its policies, such records shall be entrusted to the University for a period of forty (40) years from the date hereof whereupon, upon the request of the Oblates, such records shall be returned by the University to the Oblates.

IV. THE SAINT-JEAN FUND

4.1 The Oblates hereby establish a fund to be known as the Saint-Jean Fund in the capital sum of One Million, One Hundred and Seventy-Five Thousand (\$1,175,000.00) Dollars to be administered in accordance with the provisions of the Fund Agreement attached hereto as Schedule "F".

4.2 The Province and the University acknowledge that the creation of the Saint-Jean Fund is a gratuitous act on the part of the Oblates and the Province and the University further covenant and agree that they will not deduct any money they would or could normally allocate for the College program the equivalent or any portion of the money which may be given by the Saint-Jean Fund for the College program during the ten (10) years of the Fund operation.

IN WITNESS WHEREOF the corporate parties hereto have affixed their common seals duly authenticated by their proper officers in this regard, and Her Majesty the Queen has executed this agreement by the signature of the Minister of Advanced Education and Manpower in the presence of a witness, all as of the day and year first above written.

<p>SIGNED, SEALED AND DELIVERED in the presence of:</p> <p><u><i>Jyda Tamsed</i></u> Witness SS</p> <p>OMI LACOMBE CANADA GRANDIN PROVINCE ARCHIVES AT THE PROVINCIAL ARCHIVES OF ALBERTA</p>	<p>HER MAJESTY THE QUEEN in the right of Alberta represented by the Minister of Advanced Education and Manpower</p> <p>Per: <u><i>A. E. Hohol</i></u></p> <p>THE GOVERNORS OF THE UNIVERSITY OF ALBERTA</p> <p>Per: <u><i>C. A. Seaman</i></u></p> <p>Per: <u><i>John Nicol</i></u></p> <p>THE COLLEGE ST. JEAN D'EDMONTON</p> <p>Per: <u><i>Paul A. Kiriak</i></u></p> <p>Per: <u><i>Thomas P. L. S. S. S.</i></u></p> <p>LES REVERENDS PERES OBLATS DE MARIE IMMACULEE DES TERRITOIRES DU NORD OUEST</p> <p>Per : Per :</p>
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THIS IS SCHEDULE "A" REFERRED TO IN AN AGREEMENT MADE AS OF THE 14th DAY OF April, A.D. 1976 BETWEEN HER MAJESTY THE QUEEN IN THE RIGHT OF ALBERTA, REPRESENTED BY THE MINISTER OF ADVANCED EDUCATION AND MANPOWER, THE GOVENORS OF THE UNIVERSITY OF ALBERTA and LE COLLEGE ST. JEAN D'EDMONTON and LES REVERENDS PERES OBLATS DE MARIE IMMACULEE DES TERRITOIRES DU NORD OUEST.

"All that portion of the northeast quarter of Section Twenty-eight (29), Township Fifty-Two (52), Range Twenty-four (24), west of the fourth meridian, in the City of Edmonton, in the Province of Alberta, Canada, bounded as follows:

on the east by the east boundary of the said quarter section, on the west by a line drawn parallel to the said east boundary and one thousand and sixty-seven and twenty two hundredths (1067.22) feet perpendicularly distant westerly therefrom, on the north by the southerly limit of fourth ave. north as shown on subdivision plan 3737 A.I. and on the south by the northerly limit of second ave. north as shown on the said subdivision plan.

The land hereby described containing fifteen and 'thirty-six hundredths (15.36) acres more or less.

RESERVING THEREOUT ALL COAL."

[Illegible] A.D. 1976. BETWEEN HER MAJESTY THE QUEEN IN THE
RIGHT OF ALBERTA, REPRESENTED BY THE MINISTER OF ADVANCED
EDUCATION AND MANPOWER, THE GOVERNORS OF THE UNIVERSITY OF
ALBERTA AND LE COLLEGE ST. JEAN D'EDMONTON and LES
REVERENDS PERES OBLATS DE MARIE IMMACULEE DES TERRITOIRES
DU NORD OUEST

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Recommendations

It is recommended that:

1. The bilingual program in Arts, Science and Education now offered by Collège Universitaire Saint Jean be continued on a permanent basis by the University of Alberta on the site of Collège Saint-Jean.
2. The property owned by le Corporation du Collège Saint-Jean d'Edmonton be purchased from the owners and the title vested in the University of Alberta.
3. (a) The offer of the Government of Canada to contribute up to one million dollars toward the purchase price be accepted;
(b) all other sources of financial aid from the Government of Canada be fully explored and utilized.
4. (a) The offer of the owners to establish a trust fund with approximately one-third of the purchase price be accepted;
(b) details for administering this fund be settled between the University of Alberta and the owners.
5. The University and the Collège explore all possible means of increasing the academic autonomy of the Collège while recognizing that some administrative constraints are probably necessary.
6. The Collège offer University credit courses as a first priority and make a determined [illegible] courses offered and to increase the number

offered in French, particularly at the senior level.

7. The Collège develop, (a) a resource centre for teachers of courses in French; (b) diagnostic and achievement tests in French appropriate for Alberta curricula and students.

8. Ways of more fully using the resources of the Collège for Summer Session and evening courses for teachers be explored. Some of these might be offered at locations outside Edmonton.

9. An Extension program in French be developed and implemented.

10. The policy of the Collège Saint-Jean in making facilities available to the francophone community and to those anglophones who wish to participate in francophone cultural activities be continued.

Note: Recommendations 5-10 concern largely internal University policies and programs. They are included here because, in the view of many of those who made submissions, they are of importance in making the Collège a more useful and effective part of the University.

Schedule C

Books, Furnishings and Equipment NOT Part of Sale to the province and the
University of Alberta

1. Saint-Jean and the Oblates will retain title to the following:

- 1) the furnishings and equipment of the Chapel, which will be stripped;
- 2) the furnishings and equipment in the Oblate Fathers' residence
(excluding drapes)
- 3) the furnishings and equipment of the shop and garage;
- 4) the landscaping equipment;
- 5) the vehicles, trailers, tractor and its implements;
- 6) the furnishings and equipment located in the laundry room
- 7) 3 washers and 3 dryers located in the students' residences;
- 8) the filing cabinets located in Room 003B
- 9) the filing cabinets, metal cabinets, and business and office
machines located in the "Château";
- 10) three pianos;
- 11) the "Lessard Collection", which will be removed from the library;
- 12) sufficient dishes, pots and pans, cutlery, bedding, etc. to furnish
a bouse for six persons;
- 13) the equipment of the photography studio and dark room located in the
Residence building.
- 14) the drapes and the office furnishings and equipment of the Oblate
Director of formation located in Room C - 8 of the "Château".
- 15) the two statues of the grotto and the statue above the main entrance
of the Residence Building; these are left "on loan" indefinitely.

THIS IS SCHEDULE "C" REFERRED TO IN AN AGREEMENT MADE AS OF THE 14th DAY
OF April, A.D. 1976 BETWEEN HER MAJESTY THE QUEEN IN THE RIGHT OF
ALBERTA, REPRESENTED BY THE MINISTER OF ADVANCED EDUCATION AND MANPOWER,
THE GOVERNORS OF THE UNIVERSITY OF ALBERTA AND LE COLLEGE ST. JEAN
D'EDMONTON AND LES REVERENDS PERES OBLATS DE MARIE IMMACULEE DES
TERRITOIRES DU NORD OUEST.

SCHEDULE C

ALL ITEMS LISTED BELOW MAY BE TEMPORARY FIXED IN THE AUDITORIUM. AT ONE TIME OR ANOTHER. WHEN NOT USED, THEY ARE STORED IN [ILLEGIBLE], IN THE WORKSHOP, IN THE PROJECTION BOOTH, IN THE STORAGE ROOM NEAR THE STAGE OR IN THE ONE THAT'S UP THE CIRCUIT BOX. THE LIST DOES NOT INCLUDE THE MATERIAL USED FOR THE SETS NOR THE TOOLS.

LIGHTING MATERIAL

- 1 Cyclo pale blue 12' x 30'
- 1 Pipe 2" for mounting lights on proscenium

SPOTLIGHTS

- 6 Scoop lamped, notwist-locks, with 15' of interconnecting wire
- 6 Scoop lamped twist-locks"
- 12 gel-framed "
- 10 Fresnel 8" lamped 500w with barn-doors
- 2 Fresnel 36 x 45 8" lamped 750 with barn-doors
- 3 PAT23 lamped 500w
- 4 Leico 8" lamped step-lens 750w
- 2 Remote-controlled baby-soot including connecting cable, 4 colour-wheel and controls
- Assorted gels and gel case
- 3 Iris for PAT23
- 3 Colour frame for PAT 23
- 6 Colour frame for 8" Leico
- 10 Colour frame for 8" Fresnel
- 10 Special effect frame for 8" Fresnel
- 10 Frame-holder for 8" Fresnel
- 4 Hex-box

CONTROLS

- 1 Scrimmer 6 double-circuit 18,000w with input, output connections & cables
- 1 Extension 75" 8 poles for scrimmer control
- 2 Extension 50' 8 poles for scrimmer control
- 1 Dimmer control 2 pre-set 6 circuit for above scrimmer
- 1 Box with 9 relay-control switches
- 4 Dimmer 600w in portable case with accessory wire
- Assorted patch-cords for main cross-connect panel
- 1 Extension storage crate
- 1 Rheostat mechanical 450w boxed with accessory connections
- 1 Rheostat 450w (max.) - 120v
- 1 Rheostat 225w (max.)
- 1 Power Rheostat 25w

LAMPS & BULBS

6 Spotlight 500T-20/48 120v
3 Spotlight 750T-12/9 120v
5 Lamps 500w-140v large base
24 Flood 150w-120v standard base
 4 white
 5 clear
 6 yellow
 5 red
 6 blue
10 Flood 75w standard base
 2 red
 2 blue
 6 amber
3 Bulb 300w-120v large base
Assorted bulbs, standard, clear & coloured
1 Fluorescent tube 4' blacklight
4 20 mini-light set

EXTENSIONS

1 Standard extension 2'
1 Standard extension 5'
1 Standard extension 6'
1 Standard extension 10'
1 Standard extension 12'
1 Standard extension 22'
1 Standard extension 25'
1 Standard extension 30'
1 Standard extension 45'
1 Standard extension 48'
1 Standard extension 55'
1 Standard extension 10' triple end
1 Extension with male twist-lock, female standard 6'
1 Extension with male twist-lock, female standard 8'
1 Extension with male twist-lock, female standard 14'
1 Extension with male twist-lock, female standard 45'
1 Extension with female twist-lock, male standard 4'
1 Extension with female twist-lock, male standard 24'
1 Extension with female twist-lock, male standard 40'
1 Extension with female twist-lock, male standard 42'
1 Extension with female twist-lock, male standard 46'
1 Extension with female twist-lock, male standard 48'
1 Extension twist-lock to twist-lock single 3'
1 Extension twist-lock to twist-lock single 28'
1 Extension twist-lock to twist-lock single 35'
1 Extension twist-lock to twist-lock single 50'
1 Extension twist-lock to twist-lock double (2 fer) 18"-18"
1 Extension twist-lock to twist-lock double (2 fer) 3'-3'
1 Extension twist-lock to twist-lock double (2 fer) 3'-5'
1 Extension twist-lock to twist-lock double (2 fer) 5'-8'
1 Extension twist-lock to twist-lock double (2 fer) 7'-7'

1 Extension twist-lock to twist-lock triple (3 fer) 3'-4'-5'

MISCELLANEOUS WIRE

Rubber coated 3' 16/3
 3' 16/2
 20' 16/2
 6' 14/2
 18' 14/2
Vinyl coated 3' 16/2
 7' 16/2
 55' 14/2

MISCELLANEOUS ELECTRICAL EQUIPMENT

1 Transformer 110-16v with 30' 16/3 standard connection
1 Bell wire 100'
1 Bell 16v
4 Light socket standard
1 Wall-plug outlet standard
2 Toggle-switch 2 pole
5 Octopus connection triple
1 Adapter large socket to small socket
1 Adapter light socket to plug
2 Adapter plug socket pull-cord type combination
7 Plug male standard
1 Plug female standard
28 Plug male twist-lock
2 Plug male twist-lock new style *
3 Plug female twist-lock
* All our twist-locks are old style models if not otherwise mentioned.

[illegible]

 ½ box of Marette (varied)
 Assorted bolts, nuts, channel iron nuts, washers, screws, et.
13 Pipe clamp
8 Hand clamp
 Electrical tape
3 Bed lamp
5 Fixture porcelaine standard
1 Igniting flash powder box

SOUND EQUIPMENT

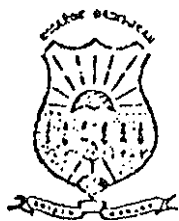
1 Slide projector Rotomatic 707 Q -serial number 2382, with caroussel
 & tray
2 Extension for remote control 10'
1 Extension for remote control 20'
 Mike cord assorted lengths, co-axial single & double
 Assorted connecting material: wire, jacks, plugs, etc.
1 Tape recorder Ampex with microphones
1 Amplifier 10w T-408
1 Stage Mic.

2 Mixer Stereo, Monarch MM-3
1 Mixer Braun AG DSM 1/1
1 Mixer Telefunken Echo
2 Turntable Braun
1 Microphone Selfix 5644
2 Microphone Leco-disc Master 40
1 Tape deck Dual TG 28 stereo
3 Headphones Alpha stereo SDH-7
1 Headphones Le-bo TA-322
1 Headphones TA-320
1 Headphones Telex 610-1

II. All books, furnishings, and equipment belonging to third parties and located on the College site.

- 1) the furnishings, equipment and drapes of the French day-care centre, belonging to the Centre d'Expérience Préscolaire; and located in Rooms 073, 167, 168, 169, 170 and 171 of the Residence building.
- 2) the books, furnishings and equipment belonging to Le Théâtre Français d'Edmonton and located in Rooms 007, 008 and the "boutique" adjacent to the gymnasium; the lighting and sound equipment (described in Appendix A) belonging to Le Théâtre Français d'Edmonton and installed on a semi-permanent basis in the auditorium.
- 3) the books belonging to l'Alliance Française d'Edmonton, presently on loan in the library and described in Appendix B.
- 4) the furnishings, office machines and equipment belonging to l'Amicale Saint-Jean (the alumni association of Le Collège Saint-Jean) and located in the "Château".
- 5) the office equipment belonging to l'Association des Universitaires du Collège Saint-Jean (the students' union) located in Room 130A as well as the vending machines leased by l'Association des Universitaires du Collège Saint-Jean and located in the hallway adjacent to Room 130.
- 6) the office equipment belonging to Francophonie Jeunesse de l'Alberta and located in Room 003F.
- 7) all books, furnishings and equipment belonging to La Paroisse Saint-Thomas d'Aquin and located on the leased portion of lands described in Schedule D. (The church building and rectory located on this leased portion belonging to the Roman Catholic Archdiocese of Edmonton.
- 8) sports equipment belonging to A.U.C.S.J. (students' union) and located in south storage room of the gymnasium;
- 9) piano belonging to A.U.C.S.J. and located in Room 130;
- 10) equipment belonging to students in residence and located in Room 250A of the Residence Building.

EDMONTON, ALBERTA



{ X- manquant au catalogue
le 23 fév. '96 }



ALLIANCE FRANÇAISE

Edmonton,

Collège Saint-Jean,

List of books received:

Date:	Authors:	Titles:	
July 6, 1972	D'Hôtel, André Merle, Robert Roy, Gabrielle Sabatier, Robert Schwarz-Part, André	L'honorable Monsieur Jacques Un animal doué de raison La rivière sans repos Trois sucettes à la menthe La mulâtresse Solitude	Gallimard Gallimard 67 Flammarion Albin Michel Seuil
"Français de notre temps" Collection <u>records</u>			
	Nos. 76	Mathieu parle : La renaissance de demain	
	75	René Dumont parle : le danger de famine	
	77	Françoise Mallet-Joris : le naturel est une	
	78	[illegible]	
	79	Maurice Rheims parle : le 1 ^{er} tableau adjugé 104 millions	
		Lily Laskine parle : ma harpe et mes amis	
September 11, 1972	Andro, Jean-Claude Blancpain, Marc Castelot, André Dartois Yves Kildaire, Michèle Orieux, Jean Pélégri, Jean Grove	L'esprit du lieu Le calme des mers La trépidante Duchesse de Berry La Romaine de Cimiez La promesse L'aigle de fer Le cheval dans la ville Notes pour un amour	Flammarion Denoël 72 Presses Pock 72 Denoël 72 Gallimard Flammarion Gallimard

Appendix B
of Schedule C

SECRÉTARIAT GÉNÉRAL, 101 RASPAIL BOULEVARD, PARIS, July 31, 1972

--75270 PARIS CEDEX 06

[illegible]

Ref. To be recalled MS/AL

ALLIANCE FRANÇAISE D'EDMONTON
Collège Saint-Jean
c/o Mr. KAPETANOVIC, President
8406 - 91 Street
EDMONTON, Alberta
CANADA

All books of the Alliance Française as well as those of the
library of the Collège Universitaire St-Jean are at the
disposal of the members of the Alliance [signature].

Dear Sir:

We have just sent you a registered parcel of
books for the months of June & September 1972. The
books include:

ORIEUX	L'Aigle de fer
PELEGRI	Le cheval de la ville
X BOSQUET	Notes pour un amour
X BLANCPAIN	Le calme des mers
X KILDAIRE	La promesse
ANDRO	L'esprit du lieu
DARTOIS	La romaine de Cimiez
X CASTELOT	La trépidante duchesse de Berry

Please acknowledge receipt of this package to ensure
smooth service delivery.

Yours sincerely,

x = missing from catalogue 23/02/74

Le Secrétaire Général
de l'ALLIANCE FRANÇAISE

P/O Y. LÉY HERNE
XXXXXXXXXXXX

(x - manquant au catalogue)
de 23. fév. '74.

ALLIANCE FRANÇAISE
101 Raspail Boulevard
PARIS - Cédex 06

Paris, JUNE 18, 1973

N/REF: M.S./S.L.

ALLIANCE FRANÇAISE D'EDMONTON
c/o Mr. Kapetanovic, President
8406 - 91 Street
EDMONTON, Alberta
CANADA

Dear Sir:

We have just sent you a registered parcel of books for the months of MAY and JUNE 1973. The books include:

5 RECORDS	Français de notre temps (N. Boulanger, C. Chanel, J. Fourastié, R. MaheuSoulages)
ROBLES	L'ombre et la rive
CAYROL	Histoire de la mer
MARC BERNARD	La mort de la Bien Aimée
MARQUET	La boîte à boutons
CASTELOT	Amoureuse Joséphine

Please acknowledge receipt of our shipments to ensure smooth service delivery.

Yours sincerely,

LE SECRETAIRE GENERAL
DE L'ALLIANCE FRANÇAISE

Receveur
M. BLANCHIN



Paris, OCTOBER 29, 1973

N/REF.: M.S. /S. L.

ALLIANCE FRANÇAISE D'EDMONTON
Collège-Saint-Jean
8406 - 91 Street
EDMONTON, Alberta
CANADA

Dear sirs:

We have just sent you a registered parcel of books for the months of
SEPTEMBER/OCTOBER/NOVEMBER 1973. The books include:

MALVES	Clémentine
D'HÔTEL	Le soleil du désert
CAGNATI	Le jour de congé
CRESSANGES	Mourir à Djerba
GANACHAUD	Le veilleur d'Athènes
PROU	La terrasse des Bernardini
DECAUX	La belle histoire de Versailles
C. SEGHERS	Martin Hanson
RECORDS	R. Huyghe-Professeur J. Bernard
	P. DACHIN-Nahum-Claude Gallimard
RECORDS	Le Structuralisme

Please acknowledge receipt of this package to ensure smooth service
delivery.

Yours sincerely,

LE SECRETAIRE GENERAL
DE L'ALLIANCE FRANCAISE

W. DE MONTMAY

Edmonton

MEMORANDUM

DATE: June 5, 1974

To: ALLIANCE FRANÇAISE

From: Collège Saint-Jean Librarian

Subject: Latest books received from L'ALLIANCE FRANÇAISE DE PARIS

<u>Author</u>	<u>Title</u>
Gouzie, Roger	Les bêtes à Goncourt
Blancpain, M	En français, malgré tout...
Boileau/Narcejac	Opération primevère
Sabatier, R	Les noisettes sauvages
Gripari, P	Contes de la rue Broca
Giono	Le déserteur
Guigonnat, Henri	Démone en Lituanie
Borgal, Cl	Racine
Collection "Poésie" 1	Cocteau (Faire part)
Collection "Poésie" 2	Mallarmé (Divagations)
Michel, Natacha	Ici commence (récit)
Quignon-Fleuret	MATHIEU (art)
X - Diehl, Gaston	Max ERNST (art)
Bodard, Lucien	Monsieur le Consul
Chessex, Jacques	L'Ogre
Lainé, Pascal	La dentellière
Queffelec, Henri	Trois jours à terre
Champion, Jeanne	Vautour-en-privilège
Rohou, Guy	Gris Tourterelle
Saint Phalle Thérèse de	La clairière
X - Jean-Charles, Jehanne	La mort, madame
Mathieu, Georges	De la révolte à la renaissance
Bataille, Michel	Les jours meilleurs

X - missing from the catalogue

ALLIANCE FRANÇAISE
Association Reconnue d'utilité Publique
General Secretariat: 101 Raspail Boulevard
75270 Paris Cédex 06
[Illegible]

Paris, May 30, 1975

Please address all correspondence to
the Secretary General.

REF. CC/sp

THE SECRETARY GENERAL
OF THE ALLIANCE FRANÇAISE
to

ALLIANCE FRANÇAISE D'EDMONTON
P.O. Box 8358 Station F
EDMONTON
Canada

Dear Sir:

We have just sent you a registered parcel of books for the months of
MARCH/APRIL/MAY 1975. The books include:

X - BORDAS [Illegible] [Illegible] MOUSTIERS BATAILLE WALLER X - PAVLOWSKA X - BERNA X - [Illegible]	Littérature Suez Mort au Canada Une place forte Soleil secret Le congrès du feutre Écarlate La dernière aube Étranger, d'où viens-tu?
--	---

Vacances pour les jeunes étrangers en France

X - missing from the catalogue

Please acknowledge receipt of this letter to ensure smooth service delivery.

Yours sincerely,

THE SECRETARY GENERAL
OF THE ALLIANCE FRANÇAISE
[SIGNED]

M. BLANCPAIN

ALLIANCE FRANÇAISE
Association Reconnue d'utilité Publique
General Secretariat: 101 Raspail Boulevard
75270 Paris Cédex 06
[Illegible]

Paris, September 23, 1975

Please address all correspondence to
the Secretary General.

REF. CC/SP

ASSISTANT SECRETARY GENERAL
OF THE ALLIANCE FRANÇAISE
ALLIANCE FRANÇAISE D'EDMONTON
P.O. Box 8358 Station F
EDMONTON - CANADA

Sir,

We have just sent you a registered parcel of books for the months of
SEPTEMBER/OCTOBER/NOVEMBER 1975. The books include:

GREEN BLANCPAIN MARCHIONI GAYER NATHAN TOURNAIRE GUERIN Records	Liberté Nous l'appelions Bismarck Errances Au loin l'orage La pensée en France Jules empaillé La vie quotidienne en Normandie G. d'Estaing - d'Ornano - Mallet - de Romilly
--	--

Please acknowledge receipt of this letter to ensure smooth service
delivery.

Yours sincerely,

M. BLANCPAIN

A handwritten signature in dark ink, appearing to be 'M. Blancpain', with a long horizontal flourish extending to the right.

APRIL, A.D. 1976 BETWEEN HER MAJESTY THE QUEEN IN THE RIGHT OF ALBERTA, REPRESENTED BY THE MINISTER OF ADVANCED EDUCATION AND MANPOWER, THE GOVERNORS OF UNIVERSITY OF ALBERTA and LE COLLEGE ST. JEAN D'EDMONTON, and LES REVERENDS PERES OBLATS DE MARIE IMMACULEE DES TERRITOIRES DU NORD OUEST.

THIS AGREEMENT made as of the 31st day of March, A.D. 1976

BETWEEN:

THE ROMAN CATHOLIC ARCHDIOCESE OF EDMONTON, in the Province of Alberta, (hereinafter called "the Archdiocese"),

OF THE FIRST PART,

- and -

LE COLLEGE ST-JEAN D'EDMONTON, a body corporate, of Edmonton, in the Province of Alberta, (hereinafter called "the College"),

OF THE SECOND PART.

WHEREAS the College is the owner of the lands in the City of Edmonton, in the Province of Alberta, as shown outlined in black on the plan hereunto annexed (hereinafter called "the said lands"); and

WHEREAS the Roman Catholic Parish of St. Thomas Aquinas (hereinafter called "the Parish") has constructed a church and rectory (hereinafter referred to as "the said buildings") on the said lands During or about the month of August, 1961;

WHEREAS the College has agreed to allow the occupation of the said lands by the Parish to be extended as hereinafter set out and has also obtained the approval of the University of Alberta in respect of this agreement in view of the fact that the University of Alberta is in the process of acquiring the said lands and other property from the College;

AND WHEREAS the Archdiocese is the legal entity empowered to act on behalf of the Parish in this matter;

NOW THEREFORE IN CONSIDERATION OF THESE PRESENTS, THE PARTIES HERETO MUTUALLY COVENANT AND AGREE TOGETHER AS FOLLOWS:

1. The College does hereby grant unto the Archdiocese for the Parish an exclusive license to use the said lands for a term of five years from the first day of July, A.D. 1976 until the last day of June, A.D. 1981, yielding and paying therefor during the said term a clear annual license fee of One Thousand (\$1,000.00) Dollars per year, payable annually in advance on the 1st day of July in each year, commencing on the last day of July, A.D. 1976, at the City of Edmonton.

THE PARISH AND THE ARCHDIOCESE COVENANT WITH THE COLLEGE AS FOLLOWS:

2. That they will pay the license fee hereby reserved at the times and in the manner hereinbefore set out without any deduction whatsoever and that they will pay all utilities, charges and all taxes in relation to the said lands and the improvements located thereon during the term of this lease.

3. It is hereby expressly agreed that if default is made in payment of the license fee hereby reserved as the same falls due or in case default is made in the fulfillment of any term, covenant or condition, whether expressed or implied, this license on the part of the Archdiocese and the Parish to be observed and performed, which default continues for thirty (30) days after notice in writing to the Archdiocese and the Parish to remedy such default, then the College shall have the right to re-enter the said lands and terminate this license.

4. That the Archdiocese and the Parish shall at all times keep the said lands in a reasonably neat and clean condition and in good repair.

5. That they will at all times and in all respects in regard to the said lands, strictly conform to all by-laws of the City of Edmonton and all legal requirements whatsoever whether imposed by municipal, provincial or federal authority, or otherwise howsoever, which it is the duty of tenants to comply with or conform to whether under this license or in connection with the activities of the Archdiocese and the Parish carried on on the said lands.

6. That they will at the expiration or other sooner determination of this license, cause the improvements located on the said lands to be removed and that they will surrender and yield up unto the College the said lands in the same condition in which they were when first occupied by them.

7. That they covenant to keep the College indemnified and saved harmless against all claims and demands whatsoever, by any person, persons or group or body of persons, and whether in respect to damage to person or property, arising out of or occasioned by the use or occupancy of the said lands, and the improvements situate thereon, save and except such claims and demands as may or shall arise by reason of or out of any act, neglect or default of the College or its respective agents, servants, contractors, workmen or students.

8. The College covenants with the Archdiocese and the Parish that upon the Archdiocese and the Parish paying the license fee and performing and observing the terms, covenants and conditions herein contained, they shall and may peaceably and quietly enjoy the said lands for the term hereby granted, without any interruption, hindrances or disturbances by the College or any other person or persons claiming under it.

9. On or before the expiration of the term of the license, the Archdiocese and the Parish covenant and agree to remove the buildings and improvements now or hereinafter located on the said lands and to restore the said lands in a clean, neat and level condition.

10. The Archdiocese and the Parish may terminate this agreement at any time upon complying with the provisions of Paragraph 9 hereof, in which event an adjustment shall be made in the annual license fee for the year during which said earlier termination has taken place.

11. The parties hereto acknowledge that the said lands are in the process of being transferred to the University of Alberta and that the license term hereby granted is not subject to renewal or extension. The Archdiocese and the Parish further acknowledge that the term of the license hereby granted is sufficient for the Parish to relocate its building and centre.

12. The addresses of the parties for notices under this lease are as follows:

The Archdiocese and the Parish: 10044 - 113 Street, Edmonton, Alberta
Le College St-Jean d'Edmonton, 8406 - 91 Street, Edmonton, Alberta.

13. All rights and liabilities under this agreement shall ensure to the benefit of and be binding upon the successors and assigns of each of the parties, and where the singular is used, it shall be read and construed as including the plural and vice versa.

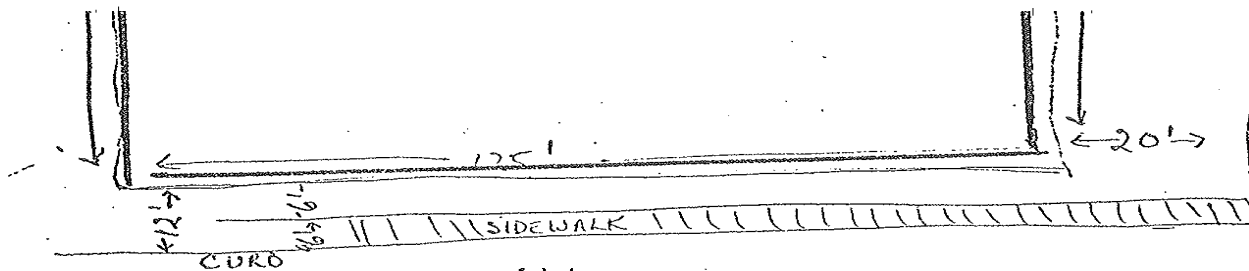
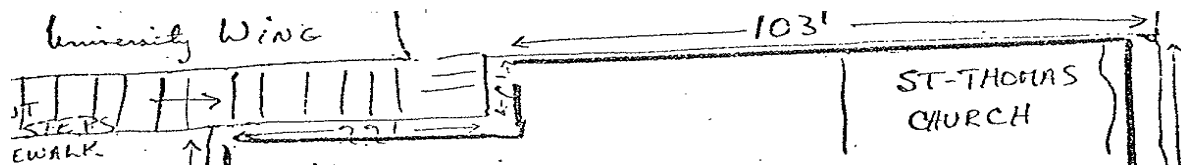
IN WITNESS WHEREOF each of the parties has hereunto affixed its seal
attested by the hands of its proper signing officers in that behalf the
day and year first above written.

THE ROMAN CATHOLIC ARCHDIOCESE
OF EDMONTON:

Per: _____

LE COLLEGE ST-JEAN D'EDMONTON:

Per: _____



91ST

LICENSE: St Tk. Church & C.S.J.

DATED as of the 31st day of March

THE ROMAN CATHOLIC ARCHDIOCESE
OF EDMONTON

- and -

LE COLLEGE ST-JEAN D'EDMONTON

LICENSE AGREEMENT

McCUAIG DESROCHERS
Barristers & Solicitors
1824 Royal Trust Tower
Edmonton, Alberta
T5J 1T1

File: 14906(B)/LAD

THIS IS SCHEDULE "D" REFERRED TO IN AN AGREEMENT MADE AS OF THE 14th DAY OF APRIL, A.D. 1976 BETWEEN HER MAJESTY THE QUEEN IN THE RIGHT OF ALBERTA, REPRESENTED BY THE MINISTER OF ADVANCED EDUCATION AND MANPOWER, THE GOVERNORS OF UNIVERSITY OF ALBERTA and LE COLLEGE ST. JEAN D'EDMONTON, and LES REVERENDS PERES OBLATS DE MARIE IMMACULEE DES TERRITOIRES DU NORD OUEST.

Contract between Collège Saint-Jean
hereinafter referred to as the LESSOR and
The Théâtre français d'Edmonton
hereinafter referred to as the LESSEE

The LESSOR agrees to:

Section 1) PREMISES AND RENTAL HOURS

- a) make available to LESSEE the following premises during the following hours and days:
 - i) The Boutique (workshop) from June 1, 1975 to May 31, 1976, 24 hours a day.
 - ii) One office (Room 008) from June 1, 1975 to May 31, 1976, 24 hours a day.
 - iii) One rehearsal room (Room 007) from June 1, 1975 to May 31, 1976, 24 hours a day.
 - iv) The Auditorium
 - a) between 6:00 p.m. and 7:00 a.m. from November 17 to December 1 (incl.); January 12 to 26; February 9 to 23; March 22 to April 5; April 19 to 26. On these dates the LESSOR shall ensure that the stage and backstage areas are not being used by other groups;
 - b) except for the dates in (a), between 6:00 p.m. and 6:00 a.m. from September 1 to April 30 on an average of 4 days per week;
 - c) between September 1 and April 30 between 12:00 p.m. and 6:00 p.m. on all show-day Sundays and on all other Sundays unless otherwise agreed upon by the LESSOR and the LESSEE; and
 - d) between September 1 and April 30 between 9:00 a.m. and 6:00 p.m. every Saturday unless otherwise agreed upon by the LESSOR and the LESSEE.
 - v) A workshop room (Room 006), on occasion, if not needed by the LESSOR.

Section 2) EQUIPMENT

- a) make available to the LESSEE any equipment inherent to the premises that they rent;

- b) ensure that any use of LESSEE's equipment is done only with authorization and under the terms and conditions of the [illegible];
- c) ensure that any alterations or modifications to the premises occupied by the LESSEE are made in consultation with them;
- d) allow the LESSEE, after consultation, to make any additions to the lighting and sound systems that will not impair the use of the equipment and will not damage the LESSOR's building; and
- e) reimburse the LESSEE for any damage caused to their equipment outside of rental hours, except for damage that cannot be reimbursed by insurance or by a third party.

Section 3) ACCESSIBILITY

- a) provide the LESSEE with the keys needed for access to the leased premises; and
- b) allow the LESSEE to access and use the leased premises during the hours specified in Section 1 on page 1 of this Agreement.

Section 4) SERVICES

- a) pay for heat, electricity, water, janitorial services and maintenance expenses caused by the LESSEE's use of the leased premises;
- b) ensure that there is no dancing or noise in the cafeteria and student lounge when there is a performance produced by the LESSEE;
- c) shut down the air conditioning system if it interferes with the proper functioning of the shows produced by the LESSEE when notified by them;
- d) let the LESSEE know if there is an activity in the gym at the same time as a performance produced by the LESSEE; and
- e) respond within two weeks of receipt of the proposed schedule from the LESSEE.

The LESSEE agrees to

SECTION 5) FEES

- a) pay to the LESSOR the sum of \$4,200 for the period of June 1, 1975, to May 31, 1976. The amount shall be divided into 12 equal installments, to be paid before the start of each month;
- b) reimburse the LESSOR for any work undertaken as a result of actions that violate Section 7;
- c) reimburse the LESSOR for any required repairs to the building when the LESSEE removes or moves equipment owned by them; and
- d) reimburse the LESSOR up to \$100 for any damage to their property caused by the LESSEE's staff or spectators.

Section 6) CALENDAR AND SCHEDULE

- a) keep to the dates and times specified in Section 1, page 1, of this contract;
- b) allow the Collège to use the auditorium, excluding the stage and hallways, on the dates indicated in Section 1, a, iii, A and C, page 1, between 8:00 a.m. and 6:00 p.m.; and
- c) obtain the LESSOR's permission for any use of the auditorium other than that provided for in Section 1, page 1 of this Agreement.

Section 7) EQUIPMENT

- a) co-operate with the LESSOR with respect to alterations and modifications to existing lighting and sound systems; and
- b) submit for approval any changes to the permanent and semi-permanent facilities so that the LESSOR can verify whether such changes could damage the building.

Section 8) ACCESSIBILITY

- a) never lend the keys to the premises to unauthorized persons;

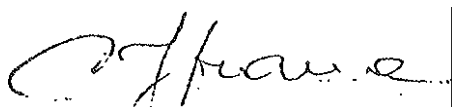
- b) deny unauthorized persons access to the buildings during closing days and hours;
- c) be responsible for the persons whom they allow to enter during closing hours; and
- d) provide the names of its personnel to the security service when requested.

Section 9) MISCELLANEOUS

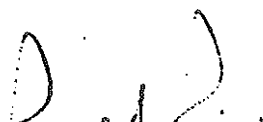
- a) not use the leased premises for parties;
- b) not use the premises other than those rented or other furniture or equipment belonging to the LESSOR or the Collège unless authorized by the landlord;
- c) not sublet;
- d) abide by the rules of the auditorium (smoking, coffee, treats, etc.) whenever the LESSEE will be entertaining an audience in that room;
- e) provide guards to direct people to the gymnasium and to the restroom without passing by the auditorium when there is an activity in the gymnasium at the same time as a performance by the LESSEE; and
- f) submit a detailed list of their equipment installed in the auditorium upon the LESSOR's request.

The LESSOR and the LESSEE agree to:

- a) resolve any disputes that may arise by convening a committee consisting of a representative of the LESSEE, a representative of the Collège, and the Rector or his delegate.



for the Théâtre français d'Edmonton



for Collège Saint-Jean

le 29 mars 1976

THIS IS SCHEDULE "D" REFERRED TO IN AN AGREEMENT MADE AS OF THE 14th DAY OF APRIL, A.D. 1976 BETWEEN HER MAJESTY THE QUEEN IN THE RIGHT OF ALBERTA, REPRESENTED BY THE MINISTER OF ADVANCED EDUCATION AND MANPOWER, THE GOVERNORS OF UNIVERSITY OF ALBERTA and LE COLLEGE ST. JEAN D'EDMONTON, and LES REVERENDS PERES OBLATS DE MARIE IMMACULEE DES TERRITOIRES DU NORD OUEST.

SUMMARY OF THE AGREEMENT WITH THE CENTRE D'EXPÉRIENCE

PRÉ-SCOLAIRE PERTAINING TO THE DAYCARE ON THE COLLÈGE CAMPUS

1. The daycare occupies the first floor of the east wing of the residence building and a basement storage room directly below the daycare.
2. The agreement is in effect until August 25, 1976.
3. The daycare regularly uses the small lawn south of the "Château." The fence is the property of the C.E.P.
4. By agreement with the Rector, access to the gymnasium is permitted at certain times of the day.
5. The furniture and equipment in the daycare belong to the C.E.P.
6. The Collège shall pay for heat, electricity, water, garbage service, and regular maintenance of the premises occupied by the daycare.
7. The C.E.P. will pay for janitorial work out of pocket and may choose which janitorial service to do business with.
8. Rent: \$180.00 per month payable at the 1st of the month.
9. The University supports the project (see Letter from W.F. Allen).
10. Any new alterations that the C.E.P. wishes to make to the rooms or the courtyard must be approved by the Rector.

P. A. Poirier

February 12, 1976

T6C.4G9

August 13, 1975

Mr. Jean-Marcel Duciaume

Chairman of the Board of Directors
Centre d'expérience préscolaire
9904 110 street
EDMONTON
T5K 1J3

Dear Jean-Marcel:

I hereby wish to confirm that Collège Saint-Jean is prepared to renew the rental agreement until August 25, 1976, under the terms and conditions in Louise Lavallée's letters of March 5 and May 22, 1974, and in my letters to Louise Lavallée of April 5 and June 7, 1974.

I regret that the current circumstances do not allow me to renew the agreement beyond August 25, 1976.

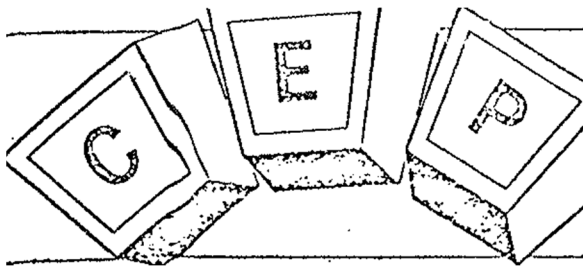
I would like to emphasize that I am pleased with the way that the agreement worked out in 1974-1975.

Yours sincerely,

Paul A. Poirier
Rector

pp

/11



CENTRE D'EXPERIENCE PRESCOLAIRE

FRANCOPHONE DAYCARE
9904 110 STREET

EDMONTON ALBERT A TSK 1J3

March 5, 1974

Collège St-Jean
8406 91 street
EDMONTON

To whom it may concern:

Topic: renovations to be done to prepare the premises (see attached plan) for the daycare.

We would like to have an estimate of the following renovations that we need to complete to the premises:

- 1) the installation of two toilets and a sink in room #4 on the plan; and new linoleum.
- 2) installation of a kitchen sink, dishwasher and stove (220V) in room #5 of the plan.

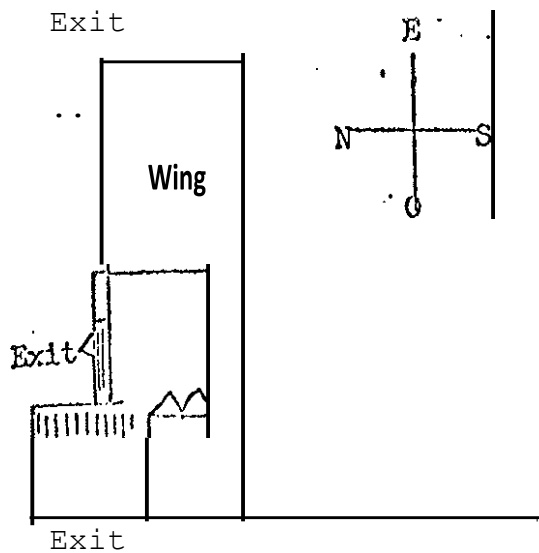
I tried to draw these installations on the plan, but none of this is set in stone, meaning that toilets should be placed strategically regarding the sewers, etc.

I would like this estimate, if possible, for our next meeting on March 11 (next Monday) at 7:45 a.m. at the C. E. P.

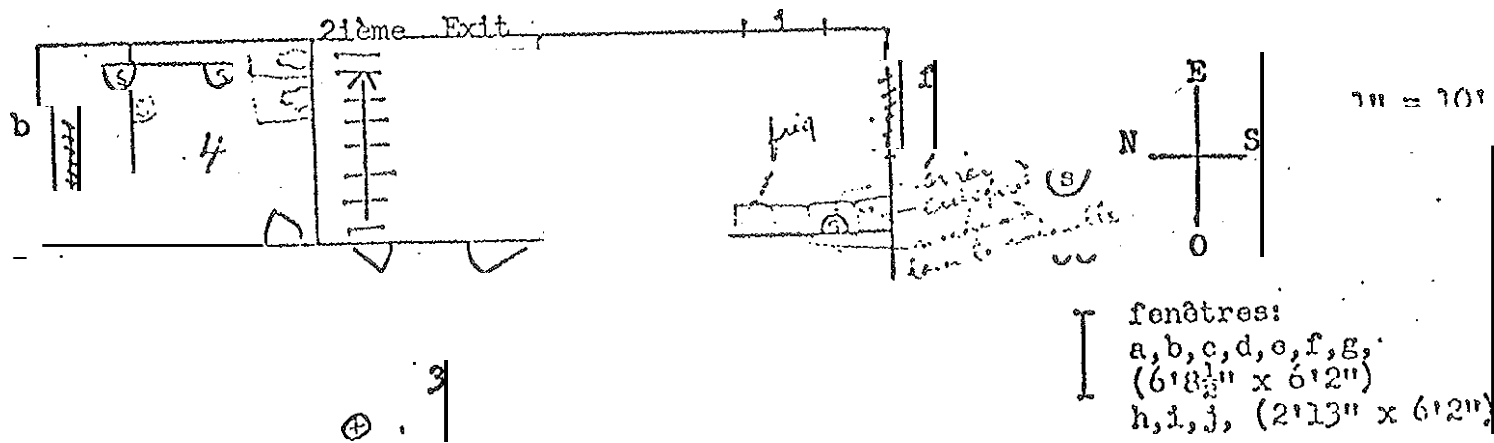
Yours sincerely,

Vôtre,

Louise Lavallée
President of the C.E.P.
Board of Administration



The plan of the wing that will house the daycare



April 15, 1974

Louise Lavallée
President, Board of Directors,
Centre d'expérience préscolaire
9904- 110th street
EDMONTON
T5K 1J3

Dear Louise:

re: Establishment of a daycare centre on the Collège campus

Here is the information that you requested in your letter of March 5, 1974.

First, in principle, the Collège welcomes the establishment of a French-language daycare centre on campus. I wish to point out to the C.E.P. Board that the agreement between the University and the Collège requires the Collège to obtain the consent of the University prior to the establishment of any group on campus. If the C.E.P. Board of Directors is prepared to commit to the establishment of a day care centre on campus, I will need to obtain consent from the University, but I do not foresee any difficulty in obtaining it.

The Collège is prepared to rent the rooms described on the plan attached to your letter of March 5. In addition, the Collège is prepared to rent a basement storage room and provide access to a basement washroom for C.E.P. staff.

The Collège is also willing to provide access to the gymnasium on occasion. Access to the gymnasium will be controlled by the Rector. The C.E.P. will have access to the courtyard in front of the old building.

Due to probable developments, the Collège cannot commit to an agreement that surpasses one year. The Collège would be willing to renegotiate the agreement four months before the end of the first year.

I have attached a detailed estimate of the required accommodations. This estimate assumes that the work will be done by the Brothers of the Collège at a minimum rate for their work. The estimate is approximately \$2,500.00. If the daycare is to open in early September and you wish to have the Oblate Brothers do the work, an agreement must be reached before May 1 to have the daycare renovations work incorporated into the Brothers' other work.

As for the rental price, I propose that the cost of the renovations be met at the outset by the C.E.P. In addition to the cost of the

renovations, there would be a monthly rent of \$180, payable before the beginning of the month. The Collège would agree to meet the cost of water, electricity, heat and regular maintenance of the rented rooms. No furnishings would be provided by the Collège. The C.E.P. would be responsible for the care of the rented rooms. The Collège considers \$180 per month to be the minimum rent.

It is understood that the Collège expects children to be supervised at all times. Children must not be allowed to travel elsewhere in the campus buildings. When children are going to the gym, they will not be allowed to enter the academic wing (which is rented from the University).

The above provisions are primarily proposals. I am willing to meet with the Board of Directors to provide more information and negotiate.

Yours sincerely,

Paul A, Poirier
Rector

PP/11

App.

11 mars, 1974

GARDERIE C.E.P.: ESTIME

	MATERIAUX	HEURES DE TRAVAIL
ver les casiers	NIL	10 ✓
ver les trous des murs	\$2.00	2 = H.C.D.
es pour calorifères et tuyaux	\$110.00	24 ✓
es au bout du corridor (1)	NIL 25 4/30	1/2
ffage-"thermostatic valve"	\$45.00	2 ✓
- insulation des tuyaux	\$85.00	20 ✓
de toilettes:		
- 2 toilettes et basin fixtures (2)	\$50.00	---
- 2 toilet seats	\$13.00	---
- installation (3)	\$737.00	---
- tuiles du plancher (1000 b.c.)	\$130.00	---
partition des toilettes	\$175.00	4
- peinture	\$20.00 125.00	32
line:		
-évier de cuisine(single, stainless steel)	\$40.00	4 ✓
- valves	\$37	---
- fittings	\$15.00 } = clean	---
-comptoir-pour-évier	\$75.00	12
- électricité pour poêle et pour frigidaire	\$175.00	12 ✓
- installation pour dishwasher	---	12 ✓
- return hot water lines	\$90.00	40
et insulation hot water pipes (H.C.D.)	\$100.00 } H.C.D.	40
	\$1989.00	182 hours
		\$2.50/ hour for labor
	\$2000.00	\$500.000
	<u>TOTAL: \$2,500.00</u>	

C.S.J. les fournira gratuitement parce que nous les avons.
 C.S.J. fournira évier et 2 toilettes gratuitement
 Contrat parce que les frères n'ont pas le droit de faire ceci.

March 11, 1974

C.P.E. Daycare Estimate

	Materials cost (\$)	Hours of work
Lockers	0	10
Holes in the walls	2	2
Radiators and pipes	110	24
[illegible] at the end of the corridor	0	6
Thermostatic valve heating	45	2
Pipe insulation	85	20
2 toiles and basin fixtures	50	--
2 toilet seats	13	--
Installation	737	--
Floor tiles	130	--
Toilet partitions	175	4
Paint	20	32
Kitchen sink (single, stainless steel)	40	4
Valves	37	--
fittings	15	--
Sink counter	75	12
Electricity for stove and fridge	175	12
Dishwasher installation	0	--
Return hot water lines	90	--
Hot water pipe insulation	100	40

SUBTOTAL MATERIALS: \$1989.00 SUBTOTAL LABOUR: 182hours x \$2.50 / hour=
\$500

TOTAL COST: \$2,500

C.S.J. will provide them for free because we have them.

C.S.J. will provide the sink and 2 toiles for free.

Contract because the Brothers are not allowed to do this.

May 22, 1974

Paul Poirier, Rector
Collège St-Jean
8406- 91 street
EDMONTON

Dear Paul:

As a result of discussions with parents and the excellent feedback from the survey, the Board of Directors of the Centre d'expérience préscolaire have decided to establish a branch in the C.S.J. residence building. It will open in September 1974.

To this end, we agree with the details set forth in your letter of April 17, 1974. We wish to add the following:

1. The curtains that are currently in the rooms that we will rent will remain there;
2. C.E.P. staff will have access to the coffee room used by the Collège staff, to the Collège's library (for reference), and to the spirit duplicator (and the Xerox, occasionally);
3. "Slow: children" signs will be placed on the path between the C.E.P. door and the playground;
4. A sign will be placed on the building to indicate the location of the daycare;
5. Children will primarily use the door in the northeast corner of the building;
6. The name "Collège St-Jean" shall not be included in any invoice or letterhead, or other official document;
7. The rent will be due on the first of the month, starting on September 1, 1974;
8. The fees that the Collège will pay to do the renovations will be remitted to us each month until the renovations are completed;
9. The move will occur after August 25 except for kitchen items which could be moved earlier;
10. If another group wishes to use our premises, the C.E.P. management will ask the group to pay an amount to cover utility expenses to the Corporation du Collège St-Jean;
11. If the Board of Directors decides to offer other services, the Rector will be notified; and
12. Since the Collège offers courses in child psychological development as well as courses in preschool education, the Board of Directors will be pleased to have students come to the C.E.P. The terms of this exchange will be the decision of the Director and her staff with the Board of Directors.

Here you will find a copy of the changes requested by the health and fire inspector. If we need more details, please let us know.

We look forward to collaborating on the establishment of another francophone daycare.

[signature]
Louise Lavallée
President of the C.E.P. Board of
Directors

T6C 4G9

June 7, 1974

Louise Lavallée
President, C.E.P. Board of Directors
Edmonton

Dear Louise,

This is further to your letter of May 22, 1974. I agree with points 1, 3, 4, 5, 6, 7, 8, 10. The Dean of the Collège agrees with points 2 and 12.

As for 9, I agree that the move should be done after August 25, but I cannot promise that it will be possible to move the kitchen items sooner.

As for 11, I disagree. If the C.E.P. is to provide other services, it seems to me that the Rector's approval is required. The Collège is leasing the space to the C.E.P. for a daycare centre; if the C.E.P. decided to deviate from its mandate (e.g., sublet to a group that would open a business), the Rector's approval would be required.

I wish to note that other accommodations have been added to the list that I submitted. I expect the agreement to be renewed: the Collège will have the work done and will be reimbursed by the C.E.P.

Sincerely,

Paul A. Poirier
Rector

PP/11

T6C 4G9

June 19, 1974

Dr. W. F. Allen
Associate Vice-President (Academic)
University Hall

U. of A.
Edmonton, Alberta

Dear Willard,

Le Centre d'expérience Préscolaire has approached Le Collège St-Jean D'Edmonton in order to establish a French day-care center on the Collège campus. The Administrative Council and the Board of Advisors of Le Collège St-Jean d'Edmonton have approved this project.

After rereading the Agreement and the Supplemental Agreement, I am no longer sure whether I am asking the University of Alberta for a formal authorization in order to be able to permit the C.E.P. to establish the day-care center on the Collège campus. In my view it is certainly in the spirit of the relationship that exists between the University of Alberta and le Collège St-Jean d'Edmonton to request the approval of the University for this project.

Le Centre d'expérience préscolaire is incorporated under the charter of l'Association Canadienne-Française de l'Alberta. It is directed by an administrative council composed of volunteers. The C.E.P. is a non-profit organization which receives funding from the Secretary of State's Office, from Early Childhood Services and, from Presentive Social Services of the City. The children admitted are generally francophones; exceptionally children whose parents are strongly Francophile are admitted.

Since January 1973, the C.E.P. has successfully operated a French day-care center at 9904- 110 street. As there exists an increasing demand for this service, the Administrative Council of the C.E.P, wants to establish another center on the South Side.

The premises which le C.S.J. d'Edmonton would lease to the C.E.P. are located in an unoccupied portion of the Residence Building. The children would have access to the Collège yard and occasionally to the Collège gymnasium. I do not foresee that the establishment of the day-care center in this portion of the Collège buildings would in any way have a detrimental effect on the Collège Universitaire program. On the contrary, I feel that the establishment of such day-care center would be an asset to the Collège Universitaire program as the Administrative Council of the C.E.P. has extended an invitation to the Dean to work out an arrangement by which the education students could come into the day-care center to observe and to work with the children. Moreover, I feel that the establishment of this day-care center would be another step forward in the development of the Collège campus as a multi-use French center.

- 2 -

It is foreseen that this day-care center will be in operation by August 25, 1974. The leased would be a one year lease.

If further information were required, I will gladly take steps to furnish it promptly.

Sincerely,

Paul A. Poirier
Rector

PP/11

THE UNIVERSITY OF ALBERTA
EDMONTON, CANADA
T6G 2J9



OFFICE OF THE VICE-PRESIDENT
(Academic)

June 24th, 1974

Rev. Paul A. Poirier, Rector
Collège Saint-Jean,
8406 - 91E Rue,
Edmonton, Alberta
T6C 4G9

Dear Paul: Re: Le Centre d'expérience Préscolaire
 your letter June 19th, 1974

The University of Alberta is prepared to approve (if such approval is required) the establishment of a French day-care centre on the Collège campus, as outlined in your letter. I suggest that before entering into any agreements for the use of the day-care centre by education students you should check with Dean M. Horowitz about any University responsibilities in this connection.

Yours sincerely,

Willard Allen,
Associate Vice-President
(Academic)

WA:dvs

CC: Dean McMahon, Collège Saint-Jean
Prof. Leitch, Vice-President (Finance & Administration)

[Illegible] REPRESENTED BY THE MINISTER OF ADVANCED EDUCATION AND MANPOWER, THE GOVERNORS OF UNIVERSITY OF ALBERTA and LE COLLEGE ST. JEAN D'EDMONTON and LES REVERENDS PERES OBLATS DE MARIE IMMACULEE DES TERRITOIRES DU NORD OUEST.

JOB DESCRIPTIONS AND WAGES/SALARY

Mr. William C. McLean : Chef, age: 57

Also responsible for preparation of menus; responsible for maintaining costs of cafeteria within budget set by administrative Council of C.S.J.,
responsible for purchasing
responsible for scheduling of work hours of kitchen staff;
responsible for monthly and yearly inventory;
responsible for keeping record of number of meals served,

44 hour work week

Paid on monthly basis.

Salary of April 1, 1976 will be \$800.00

Because of the added work load during summer school sessions (May 16 to Aug. 15), a 15% increase in salary was given by C.S.J. for that period.

Mr. McLean was appointed to the C.S.J. staff on Oct. 26, 1973.

Mrs. Bernadette Magnan : Assitant-cook, age: 62

Mrs. Magnan has generally been responsible for the final preparations of the evening meal and for serving this meal; she has been responsible for the preparation of meals under the direction of the chef, on Saturdays or Sundays.

Paid on an hourly basis.

C.S.J. has assured Mrs. Magnan of a minimum 30 hours of work per week.

Wages as of April 1 will be \$4.05 per hour.

Mrs. Magnan was appointed to the C.S.J. staff on May 1, 1966.

Mrs. Angèle C. Ferland : Kitchen helper, age: 55

Paid on hourly basis.

C.S.J. has assured Mrs. Ferland of a minimum 35 hours per week.

Wages of April 1976 will be 3.30 per hour.

Mrs. Ferland was appointed to the C.S.J. staff on November 4, 1973.

C.S.J. has made arrangements with Mrs. Ferland that would permit her to take her annual holidays and a vacation without pay from April 16 to June 30, 1976.

Mrs. Lucienne Bérubé: Housekeeper, age: 58

Mrs. Bérubé has always worked in the residence building. She is responsible for the light housekeeping, the laundry, the ironing, the sewing and the janitor work required in the residence building.

35 hours in a 5 day week. Paid on a monthly basis.

Salary as of April 1, 1976 will be \$480.00.

Mrs. Bérubé was appointed to the C.S.J. staff in Sep. 1962.

[Illegible] DAY OF APRIL, A.D. 1976 BETWEEN HER MAJESTY THE QUEEN IN THE RIGHT OF ALBERTA, REPRESENTED BY THE MINISTER OF ADVANCED EDUCATION AND MANPOWER, THE GOVENORS OF UNIVERSITY OF ALBERTA and LE COLLEGE ST. JEAN D'EDMONTON, and LES REVERENDS PERES OBLATS DE MARIE IMMACULEE DES TERRITOIRES DU NORD OUEST.

CONSTITUTION OF THE ST. JEAN FUND

THE ST. JEAN FUND

Les Reverends Peres Oblats De Marie Immaculee des Territoires du Nord Ouest (the "Oblates") hereby gratuitously set aside the sum of One Million, One Hundred Seventy-Five Thousand (\$1,175,000.00) Dollars in a special fund to be called "The Saint-Jean Fund" (the "Fund") to be held, invested and administered by them as hereinafter set out.

The Oblates declare that the Fund will be invested by them in such securities as may be authorized from time to time as securities for investment under the terms of the Academic Pension Plan referred to in a Deed of Trust dated as of the 1st day of January, 1973 and made between the Governors of the University of Alberta and eight (8) Trustees therein named or with the Provincial Treasurer in the Consolidated Cash Investment Trust Fund.

The annual ,net revenue of the Fund earned for a period of ten (10) years from the date hereof and after payment of Fund expenses and deducting a reserve against inflation as hereinafter provided shall be paid out by the Oblates pursuant to the written instructions of the Allocation Committee as hereinafter provided.

On the 1st day of May, 1987, the Fund hereby established shall cease to exist as such and the full enjoyment thereof shall belong to the Oblates. On the said date, the Oblates will pay out all earned revenue of the fund less a reasonable amount for Fund expenses and an allowance for the reserve against inflation in respect thereto.

The Oblates declare that they propose to expend up to but not more than ten (10%) percent of the revenue of the Fund for:

- (a) brokerage fees, transfer taxes and other expenses incurred in the sale and purchase of investments;
- (b) fees of investment counsel or analysts employed by the Oblates for the Fund;
- (c) expenses incurred for the Allocation Committee;
- (d) all other reasonable costs of administering the Fund;

the foregoing being referred to herein as "Fund expenses".

6. In addition to the foregoing, the Oblates declare that they propose to retain one-third (1/3) of the annual revenue of the Fund to help offset the reduction in the value thereof during the previous year of its existence (the "reserve against inflation") and the Oblates declare that the reserve against inflation shall forthwith be added by them to the capital of the Fund and invested as aforesaid.
7. The Oblates declare that the net annual revenue of the Fund (after deducting Fund expenses and the reserve against inflation) is to be expended to assist individuals or organizations involved in or about

to be involved primarily in post-secondary education in the French language and, without restricting the generality of the foregoing, for innovative endeavours which may lead to the spiritual, intellectual and cultural enhancement of students of the French language and/or French-Canadian culture.

8. There is hereby created a committee to be called an Allocation Committee and consisting of the Secretary-General of L'Association Canadienne-française de l'Alberta (the "A.C.F.A.") and seven nominees of the President of the A.C.F.A. whose names appear in the schedule hereto. Each member of the Allocation Committee shall continue in office until his or her death, resignation or failure to be able to act because of physical or mental infirmity. Any vacancy which may occur in the Allocation Committee shall be filled by a nominee of the President of the A.C.F.A. In the event that a vacancy has not been so filled within six (6) months of its creation, the Allocation Committee may fill the vacancy itself. One member of the Allocation Committee is to be appointed from the ranks of the civil service of the Province of Alberta after consultation by the President of the A.C.F.A. with the Minister of Advanced Education and Manpower and one member from the ranks of the academic staff of the University of Alberta after consultation by the President of the A.C.F.A. with the President of the University of Alberta. The Allocation Committee may act notwithstanding that there is a vacancy or vacancies, provided however, that no allocation of funds may be arranged unless it has been submitted to at least four members of the Allocation Committee and approved by a majority of them. Procedures of the Allocation Committee shall be as set by it provided, however, that it shall at least once a year signify in writing to the Oblates which persons or organizations shall be the recipients of the net revenue of the Fund for that year. To facilitate the administration of the Fund and the allocation of its net annual revenue, one member of the Oblates shall be entitled to attend all meetings of the Allocation Committee but he shall not have a vote thereat.
9. The Oblates declare that they will pay the net annual revenue of the Fund in accordance with the written instructions of the majority of the members of the Allocation Committee and the Oblates further declare that they shall not vary the said instructions in any way. In the event that no written instructions are received by the Oblates from the Allocation Committee within thirty (30) days of a request for such instructions, then the Oblates shall be at liberty to pay the net revenue of the Fund then on hand in accordance with the recommendations of the Chief Academic Officer of COLLEGE UNIVERSITAIRE SAINT-JEAN who shall, for that occasion, act in the place and stead of the Allocation Committee, it being the intention of the Oblates that there be no accumulation of the net annual revenue of the Fund.
10. The Allocation Committee shall invite submissions or proposals in respect of the allocation of the revenue of the Fund and, whether any submissions or proposals are received, shall carry out allocation of

the revenue of the Fund within the objectives and limitations set out in Paragraph 7 hereof while having in mind that the Fund is owned by the Oblates, a religious organization. The Oblates acknowledge that the members of the Allocation Committee and the A.C.F.A. do not by virtue of their participation in the Fund assume any fiduciary obligation and the Oblates further acknowledge that the officers of the A.C.F.A. and the members of the Allocation Committee have no obligations other than those herein expressly set out.

11. The Oblates declare that if the provisions of the Income Tax Act of Canada ever render the net annual revenue of the Fund taxable, the said annual revenue allocable hereunder shall be reduced to the extent of the tax payable.

The A.C.F.A., the Secretary-General of the A.C.F.A. and the first seven (7) members of the Allocation Committee nominated by the President of the A.C.F.A. in accordance with the provisions of Article 8 hereof, all agree to abide by the terms of this Constitution of the St. Jean Fund.

L'ASSOCIATION CANADIENNE-FRANCAISE DE L'ALBERTA

Per:

President

Secretary-General of l'Association
Canadienne-française de l'Alberta



RADIO-CANADA

MENU ▾

ICI Alberta

À la une En continu Atelier culturel

ACCUEIL | POLITIQUE | ÉDUCATION

Campus Saint-Jean : l'Alberta dépense 1,5 M\$ pour se défendre contre l'ACFA

« On se sent comme David contre Goliath », affirme la présidente de l'ACFA.



Le Campus Saint-Jean de l'Université de l'Alberta est le seul établissement postsecondaire francophone à l'ouest de Winnipeg.

PHOTO : RADIO-CANADA / EMILIO AVALOS

<https://ici.radio-canada.ca/nouvelle/1767836/poursuite-acfa-campus-saint-jean-gouvernement-frais-avocats>

[French only]

Similar CBC article: <https://www.cbc.ca/news/canada/edmonton/acfa-says-it-is-taking-legal-action-against-u-of-a-and-province-over-campus-saint-jean-funding-1.5689977>



PROPOSAL

Creation of a Western French-Language Post-Secondary Education Fund

March 1, 2021

Current situation

French-language post-secondary institutions in Western Canada are chronically underfunded, both for their operations and infrastructure. Federal funding under the Official Languages in Education Program (OLEP) has not increased since at least 2009. The economic situation and the pandemic are aggravating the institutions' financial uncertainties to the point where their long-term existence is jeopardized. Despite cutting close to 20% of its courses, Campus Saint-Jean (CSJ) in Alberta has a \$1 million shortfall that it is still trying to make up for by March 31, 2021, due to the Alberta government's 13.3% budget cuts to post-secondary education in 2020–2021. Additional cuts were also recently announced for 2021–2022.

Proposal

ACFA is proposing that the federal government create a temporary Western French-language post-secondary education fund and provide it with a \$12 million annual budget envelope for two years. This fund would supplement core funding for programming at French-language post-secondary institutions in Western Canada.

Objective

The purpose of these investments would be to protect OLMC post-secondary institutions in the West by ensuring stable and predictable funding until 2023, when the current Action Plan for Official Languages expires. French-language post-secondary institutions need a solution—even if only in the short term—to preserve access to French-language post-secondary education, promote the development of a locally bilingual workforce, avoid brain drain and ensure OLMC vitality. A longer-term strategy could be discussed and integrated into the next Action Plan for Official Languages.

Administration

This fund could be managed by the Department of Canadian Heritage, the Department of Innovation, Science and Economic Development, or both.

Eligibility

Eligible provinces and post-secondary institutions would be:

- British Columbia: Simon Fraser University – Office of Francophone and Francophile Affairs (university) and Collège Éducacentre (post-secondary institution)
- Alberta: Campus Saint-Jean (post-secondary institution and university)
- Saskatchewan: Collège Mathieu (post-secondary institution) and La Cité universitaire francophone, University of Regina (university)

Requirements

Investments in French-language post-secondary education in Western Canada are needed to (1) adapt to demographic changes that are increasing the demand for French-language education and (2) ensure the development of a bilingual workforce in Western Canada.

1. *Demographic changes and demand for French-language education*

The number of French speakers is on the rise in Canada's three westernmost provinces. Between 2001 and 2016, the number of people who could sustain a conversation in French increased by 16.8% in British Columbia,¹ 31.2% in Alberta² and 5.1% in Saskatchewan.³ Similarly, the number of people who list French as their mother tongue increased in two provinces: British Columbia (12.7%)⁴ and Alberta (31.4%).⁵

The demand for French-language education has risen as well. Since 2003–2004, there has been a 59% increase in the number of students enrolled in French immersion programs outside Quebec.⁶ The number of students in French-language schools has also doubled since the early 2000s in Alberta and British Columbia. As a result, enrolment in French-language post-secondary institutions is steadily increasing too. For example, CSJ has had a 40% increase in enrolment since 2014, to over 1,000 students in September 2020.

2. *A bilingual workforce*

French-language post-secondary institutions in francophone minority communities help to foster bilingualism. According to one study, CSJ's immersive environment improves students' sociolinguistic

¹ Statistics Canada. "The French Language in British Columbia, 2001 to 2016: Facts and Figures." December 10, 2019. <https://www150.statcan.gc.ca/n1/pub/89-657-x/89-657-x2019017-eng.htm>.

² Statistics Canada. "The French Language in Alberta, 2001 to 2016: Facts and Figures." December 10, 2019. <https://www150.statcan.gc.ca/n1/pub/89-657-x/89-657-x2019016-eng.htm>.

³ Statistics Canada. "The French Language in Saskatchewan, 2001 to 2016: Facts and Figures." December 10, 2019. <https://www150.statcan.gc.ca/n1/pub/89-657-x/89-657-x2019015-eng.htm>.

⁴ Statistics Canada. "The French Language in British Columbia, 2001 to 2016: Facts and Figures." December 10, 2019. <https://www150.statcan.gc.ca/n1/pub/89-657-x/89-657-x2019017-eng.htm>.

⁵ Statistics Canada. "The French Language in Alberta, 2001 to 2016: Facts and Figures." December 10, 2019. <https://www150.statcan.gc.ca/n1/pub/89-657-x/89-657-x2019016-eng.htm>.

⁶ Canadian Heritage. "Statistics on official languages in Canada." November 26, 2019. <https://www.canada.ca/en/canadian-heritage/services/official-languages-bilingualism/publications/statistics.html>.

skills and helps them to fit into the Francophonie.⁷ These institutions also train bilingual staff, including in education and health. Section 23 of the *Canadian Charter of Rights and Freedoms* sets out the necessity to provide an equivalent education. Therefore, teachers are needed to educate more than 6,400 French-speaking students in British Columbia, 8,500 in Alberta and 1,900 in Saskatchewan. The same goes for teachers at French immersion schools, which cater to more than 54,400 students in British Columbia, 46,600 in Alberta and 15,000 in Saskatchewan.

CSJ is the only francophone university west of Manitoba that offers a program to train teachers. Without CSJ, the shortage of francophone teachers would only increase.⁸

Similarities with government priorities and obligations

1. *Minister of Economic Development and Official Languages Supplementary Mandate Letter*

“In collaboration with provinces and territories, increase investments in educational and community infrastructure for institutions supporting official language minority communities, including post-secondary institutions, immersion education programs and minority language education programs.”⁹

2. *2018–2023 Action Plan on Official Languages: Investing in Our Future*

- “Investing in more community gathering places” through new construction projects and renovations to school and cultural infrastructure,¹⁰ as well as “supporting minority-language education” through investments in education.¹¹
- “Investing in teacher recruitment strategies” for both first- and second-language education,¹² as well as “expanding access to French-language health training programs” to promote access to services in French.¹³
- With regard to improving sociolinguistic skills, French-language post-secondary institutions can help to “increase our national bilingualism rate from 17.9% to 20% by 2036. We will get there by raising the bilingualism rate of English speakers outside Quebec from 6.8% to 9%.” French-language post-secondary institutions also help with language training for francophone newcomers.¹⁴

⁷ Villeneuve, Anne-José, 2018, *L'acquisition de la compétence sociolinguistique en contexte minoritaire: l'apport potentiel de la communauté*, in *L'éducation supérieure et la dualité linguistique dans l'Ouest canadien: Défis et réalités*, Samira ElAtia, ed., pp. 85–108. Quebec: Presses de l'Université Laval.

⁸ Alice Chantal Tchandem Kamgang. “Canada: une campagne pour résorber la pénurie d'enseignants francophones.” RCI, October 19, 2020. <https://www.rcinet.ca/fr/2020/10/19/canada-une-campagne-pour-resorber-la-penurie-denseignants-francophones/>. [French only]

⁹ Justin Trudeau, Prime Minister of Canada. “Minister of Economic Development and Official Languages Supplementary Mandate Letter.” January 15, 2021. <https://pm.gc.ca/en/mandate-letters/2021/01/15/minister-economic-development-and-official-languages-supplementary>.

¹⁰ Government of Canada. 2018. *Action Plan for Official Languages – 2018–2023: Investing in our future*, p. 22. <https://www.canada.ca/en/canadian-heritage/services/official-languages-bilingualism/official-languages-action-plan/2018-2023.html>.

¹¹ Idem. p. 33.

¹² Idem. pp. 35 and 44.

¹³ Idem. p. 37.

¹⁴ Idem. pp. 31 and 41.

3. *Official Languages Act*

- Under section 41 of the Act, federal institutions are required to “ensure that positive measures are taken for the implementation of the commitment...” of the federal government to “(a) [enhance] the vitality of the English and French linguistic minority communities in Canada and supporting and assisting their development; and (b) [foster] the full recognition and use of both English and French in Canadian society.”
- In its latest report, which was released in September 2020, the Office of the Commissioner of Official Languages stressed that investments in education are important to ensure second-language learning up to and including post-secondary education: “the provinces and territories need to invest in high-quality programs across the country so that students can go as far as they want to in learning their second language—from elementary school through to college and university.”

4. *English and French: Towards a Substantive Equality of Official Languages in Canada*

Two guiding principles were presented in the federal government’s language reform document, which was released on February 19, 2021, to specifically address the issue:

- The willingness to provide opportunities to learn both official languages.¹⁵
- Support for OLMC post-secondary institutions.¹⁶

The creation of the fund would also be part of the legislative proposal to “[state] the Government’s commitment to strengthening the educational continuum from early childhood to post-secondary levels in the minority language.”¹⁷

5. *Building a Nation of Innovators: Innovation and Skills Plan*

While this plan focuses on technological advances, French-English bilingualism will become increasingly essential to ensure that Canada remains competitive on the world stage going forward. Globally, French is growing by 10%, and it is estimated that the population of French speakers around the globe will increase from 300 million today to 500 million by 2060.¹⁸ Therefore, it is possible to apply some of the principles of this plan to official languages.

- The People & Skills pillar of the plan states the following: “Ensuring businesses have the right pipeline of talent to succeed and equipping Canadians with the tools, skills, and experience they need to succeed throughout their lifetimes.”¹⁹ Developing language skills is therefore important so that businesses can access a talent pool in both official languages.
- With respect to inclusiveness, the plan notes that “[for] Canada to become a leading nation of innovators with a healthy innovation culture, all Canadians must be able to participate fully in

¹⁵ Op. cit. *English and French: Towards a Substantive Equality of Official Languages in Canada*. pp. 13–15.

¹⁶ Op. cit. *English and French: Towards a Substantive Equality of Official Languages in Canada*. pp. 15–19.

¹⁷ Op. cit. *English and French: Towards a Substantive Equality of Official Languages in Canada*. p. 17.

¹⁸ Marguerite Gallorini. “Le français dans le monde se porte bien.” Radio-Canada. October 1, 2019. <https://ici.radio-canada.ca/nouvelle/1325853/francais-francophonie-monde-progression-rayonnement>. [French only]

¹⁹ Building a Nation of Innovators. p. 21. [https://www.ic.gc.ca/eic/site/062.nsf/vwapi/ISED_19-044_INNOVATION-SKILLS_E_web.pdf/\\$file/ISED_19-044_INNOVATION-SKILLS_E_web.pdf](https://www.ic.gc.ca/eic/site/062.nsf/vwapi/ISED_19-044_INNOVATION-SKILLS_E_web.pdf/$file/ISED_19-044_INNOVATION-SKILLS_E_web.pdf).

the economy of the future.”²⁰ As such, barriers in post-secondary education must be addressed to ensure that French-speaking Canadians outside of Quebec can access education in their language to develop their skills in various industries.

- The plan also talks about strengthening regional ecosystems: “Recognizing important regional differences with unique sets of challenges and opportunities, the Government is developing regional growth strategies to create jobs, strengthen local communities, and grow innovative, world-class companies. These strategies will drive growth and support regional innovation ecosystems.”²¹ This statement reinforces the need to specifically support French-language post-secondary institutions in Western Canada.

²⁰ Idem. p. 19.

²¹ Idem. p. 75.