SUPREME COURT OF YUKON

Citation: La Commission Scolaire Francophone du Yukon No. 23 v. Procureure Générale du Territoire du Yukon, 2011 YKSC 80

Date: 20111108
S.C. No.: 08-A0162
Registry: Whitehorse

Between:

COMMISSION SCOLAIRE FRANCOPHONE DU YUKON NO. 23

Plaintiff

And:

PROCUREURE GÉNÉRALE DU TERRITOIRE DU YUKON

Defendant

Reasons for Judgment - Costs

Before: The Honourable Mr. Justice Vital O. Ouellette

Counsel:

Roger J. F. Lepage Francis Poulin	For the Plaintiff
Maxime Faille François Baril Guy Régimbald	For the Defendant

I. Introduction

[1] The Court rendered its judgment in this matter on July 26, 2011. The Commission scolaire francophone du Yukon No. 23 (CSFY) and the Attorney General of the Yukon (GY) agreed to provide written briefs regarding costs and expenses to the Court within 14 days of the filing of its decision. The parties agreed that they would not make oral submissions unless it was deemed necessary by the Court. On August 9, 2011, the Court received the briefs of both parties.

[2] The CSFY claims costs on a solicitor and his own client basis in the amount of $969,190. This amount covers the bills for the legal fees and disbursements rendered by Miller Thomson from 2002 to the end of the brief on costs, as well as the disbursements incurred by the CSFY in relation to travel, accommodation and meal costs for the witnesses and lawyers. The CSFY filed an affidavit on August 12, 2011, Exhibit « A » of which includes copies of all of the CSFY's bills in relation to the matter between the parties.

[3] The CSFY requests, in addition, punitive costs in the amount of $969,190, an amount equal to the solicitor-client costs, as a remedy under s. 24(1) of the *Charter* for:

a) the delay and resistance of the GY in fully implementing s. 23 in the Yukon, and its *Education Act* and *Languages Act*;

b) the bad faith of the GY and its employees with respect to the transfer of funds ($1,954,228);

c) bad faith in the testimony of the Assistant Deputy Minister.

[4] The CSFY refers to settlement offers which followed a three day pre-trial settlement conference in April 2010. The CSFY argues that the judgment largely exceeded all of the settlement offers.

[5] The GY submits that no costs should be ordered when the result is shared or partial. It states that the agreement proposed by the GY in April 2010 mirrors substantially what was ordered by the Court following trial, and therefore no costs should be granted to the CSFY. Alternatively, the GY argues that if the Court does grant costs to the CSFY, they should be on a party-party basis.

II. Statement of Claim of the CSFY

[6] The CSFY claimed the following remedies in para. 88 of its Claim [TRANSLATION]:

88. Under ss. 23 and 24 of the *Charter* and s. 9 of the *Languages Act*, the plaintiff requests the following remedial measures:

a) that this court remain seized of the matter for the period of time which might be granted to the government in order to comply with all declarations and orders rendered and to allow the plaintiff to re-attend before the court in the event of non-compliance with an order;

b) a detailed structural order designed to ensure compliance with and implementation of the full management rights granted to the CSFY by the *Education Act* and s. 23 of the *Charter*;

c) costs and expenses as between solicitor and client; and

d) any other appropriate remedial measure, order or declaration which this honourable court considers to be appropriate and just in the circumstances

III. Rules of Court

[7] The following are the relevant *Rules of Court*, effective since September 15, 2008:

- **RULE 39: OFFER TO SETTLE**

Where available

39(2) A party to a proceeding may deliver to any other party of record a written offer in Form 65 to settle one or more of the claims in the proceeding in the terms specified in the offer.

Money settlement

(3) An offer to settle for a sum of money includes, in that sum, all interest under the *Judicature Act* to the date of the delivery of the offer, but does not include costs.

Application

(4) This rule also applies to a claim for interim or interlocutory relief.

Time for making offer

(6) An offer to settle may be delivered at any time before the trial commences.

Acceptance must be unconditional

(15) Except as provided in subrules (17) and (18), an acceptance of an offer to settle must be unconditional.

Consequences of failure to accept plaintiff's offer to settle a monetary claim

(24) If the plaintiff has made an offer to settle a claim for payment of money, and it has not expired or been withdrawn or been accepted, and if the plaintiff obtains a judgment for the amount of money specified in the offer or a greater amount, the plaintiff is entitled to costs assessed to the date the offer was delivered and to double costs assessed from that date.

Consequences of failure to accept plaintiff's offer for non-monetary relief

(26) If the plaintiff has made an offer to settle a claim for non-monetary relief, and it has not expired or been withdrawn or been accepted, and if the plaintiff obtains a judgment as favourable as, or more favourable than, the terms of the offer to settle, the plaintiff is entitled to costs assessed to the date the offer was delivered and to double costs assessed from that date.

Interpretation

(30) For the purposes of subrules (26) and (27),

(a) a judgment shall be presumed to be as favourable as, or more favourable than, the terms of an offer to settle made by a plaintiff if the judgment includes the relief specified in the offer, and

(b) a judgment shall be presumed to be as favourable as, or less favourable than, the terms of an offer to settle made by a defendant if the relief granted in the judgment is included in the relief specified in the offer.

...

Settlement offer may be delivered

(41) In any circumstance to which subrules (1) through (40) do not apply, a party to a proceeding may deliver a written settlement offer, in any form, of one or more of the claims in the proceeding if that settlement offer includes a statement that the party delivering the settlement offer reserves the right to bring it to the attention of the court for consideration in relation to costs after the court has rendered judgment on all other issues in the proceeding.

(42) If a written settlement offer has been delivered under subrule (41) and brought to the attention of the court, the court may

(a) award costs to the offering party in an amount not greater than the costs to which the party would have been entitled had the offer been made under subrules (1) through (40), or

(b) deprive the party to whom the offer was made of costs to an extent not greater than that which the court could have ordered had the offer been made under subrules (1) through (40).

...

- **RULE 60 – COSTS**

Review of an assessment

60(3) Where the court orders that costs be assessed as special costs, the clerk shall allow those fees that the clerk considers were proper or reasonably necessary to conduct the proceeding to which the fees relate, and, in exercising that discretion, the clerk shall consider all of the circumstances, including

(a) the complexity of the proceeding and the difficulty or the novelty of the issues involved,

(b) the skill, specialized knowledge and responsibility required of the lawyer,

(c) the amount involved in the proceeding,

(d) the time reasonably expended in conducting the proceeding,

(e) the conduct of any party that tended to shorten, or to unnecessarily lengthen, the duration of the proceeding,

(f) the importance of the proceeding to the party whose bill is being assessed, and the result obtained, and

(g) the benefit to the party whose bill is being assessed of the services rendered by the lawyer.

...

Assessment officer

(6) The officer before whom costs are assessed is the clerk and a judge may perform any function assigned to the clerk under this rule.

...

Lump sum costs

(14) The court may fix a lump sum as the costs of a proceeding, including a trial and an application and may

(a) fix those costs, either inclusive or exclusive of disbursements, or

(b) order that the costs amount be in accordance with Schedule 3 of Appendix B and fix the scale of those costs in accordance with section 2(b), (e) and (f) of that Appendix.

IV. Right of Reply

[8] In a letter dated August 10, 2011, the GY requested leave to file a reply [TRANSLATION] "given the extraordinary nature of the requests and allegations

contained in the plaintiff's brief". The GY submits that the CSFY's brief went well beyond what the GY reasonably could have anticipated. The GY believed that the taxation of costs would be done by the clerk in a second step. The GY wishes to respond to allegations of misconduct and to question the bills submitted by the CSFY. Further, the GY seeks to make submissions regarding the applicability of Rule 39(24). The GY takes the position that Rule 39(24) does not apply in this situation because the litigation did not involve a monetary claim.

[9] In a letter to the GY dated August 30, 2011, the Court noted that solicitor-client costs were claimed in the CSFY's Statement of Claim. With respect to a settlement offer by the GY, the Court encouraged the GY to provide, by way of affidavit, the details of the fees and disbursements paid by the GY in case the GY itself was entitled to solicitor-client costs from April 2010 onward. Regarding good faith, the Court requested that the GY provide the details and schedule regarding the concessions which it is still prepared to grant the Plaintiff. The Court undertook, following receipt of the above information, to decide whether to grant the GY a right of reply.

[10] The GY responded by letter dated September 2, 2011. Regarding solicitor-client costs, the GY stated that its brief indicated the reasons why solicitor-client costs are not warranted in this case, but did not specifically address the particular amounts claimed by the CSFY. The GY commented as follows regarding punitive costs [TRANSLATION]:

> ...the defendant requested leave to file a reply due to the extraordinary

nature of the claim and the allegations contained in the plaintiff's brief. There was no claim for "punitive" costs in the Statement of Claim, and in the defendant's view, the concept of "punitive" costs does not exist in Canadian law. It is, rather, an attempt by the CSFY to re-argue its request for punitive damages by way of a claim for "punitive" costs. Furthermore, the CSFY is attempting to introduce additional evidence through its counsel. Therefore, the claim for "punitive" costs goes well beyond a simple issue of good faith.

[11] The GY stated that it is not claiming costs under Rule 39(41), because the CSFY obtained more at trial than the GY was offering. It therefore declined the Court's invitation to file the documents in question. The GY still takes the position that the CSFY should not be granted costs based on the draft joint agreement prepared by the GY, or if the Court does grant them, the GY's substantial offer should limit the CSFY's award to party-party costs.

[12] The GY noted that the CSFY claimed "double" costs for the entire duration of the litigation under Rule 39(24) and not Rule 39(26). The CSFY refers in its brief to [TRANSLATION] "settlement offers following three days of pre-trial settlement conferences". The GY notes that the CSFY mentions no other "offer". According to the GY, the three days of meetings resulted in the draft agreement between the parties dated April 16, 2010 (Schedule A), produced by the GY, and not an offer by the CSFY. In response to the Court's request to produce all relevant offers, the CSFY presented a

copy of an offer dated February 26, 2010 (Schedule B), well prior to the pre-trial settlement coferences referred to in the CSFY's brief. The GY submitted that the document's title clearly indicates that it is not an "offer" of settlement, but rather a [TRANSLATION] "settlement document for negotiation purposes" which took place during the pre-trial settlement conference. The GY also submitted that the Court did not order all of the items claimed by the CSFY in the document.

[13] Finally, the GY opined that the future undertakings of the GY are not relevant to the question of costs, adding [TRANSLATION]:

> The Yukon Government's intention to now, following the trial, implement concessions set out in a pre-trial settlement offer is not, in our view, relevant to the question of costs.

[14] The GY reiterated its request for leave to file a reply.

[15] Having studied the briefs in light of the GY's explanations in its two letters, the Court concluded that neither a more detailed reply nor oral argument is necessary.

V. Caselaw

[16] The cases cited by counsel include: ***Brosseuk v. Aurora Mines Inc.***, 2008 YKSC 18, 60 C.P.C. (6th) 164; ***Dalziel v. Watson Lake (Town)***, 2008 YKSC 33;

Dunbar v. Yukon, 2004 YKSC 54, 8 R.F.L. (6th) 235; ***PHS Community Services Society v. Canada (Attorney General)***, 2008 BCSC 1453, 91 B.C.L.R. (4th) 389; ***Fédération Franco-Ténoise v. Canada (Attorney General)***, 2006 NWTSC 20; ***Arsenault-Cameron v. Prince Edward Island***, 2000 SCC 1, [2000] 1 S.C.R. 3; ***Doucet-Boudreau v. Nova Scotia (Minister of Education)***, 2003 SCC 62, [2003] 3 S.C.R. 3; ***R. v. 974649 Ontario Inc.***, 2001 SCC 81, [2001] 3 S.C.R. 575; ***Vancouver (City) v. Ward***, 2010 SCC 27, [2010] 2 S.C.R. 28; ***Institut National des Appellations d'Origine des Vins et Eaux-de-Vie et al. v. Andres Wines Ltd. et al.*** (1987), 60 O.R. (2d) 316, [1987] O.J. No. 644 (H.C.J.); ***Wallace v. Allen*** (2007), 86 O.R. (3d) 489, [2007] O.J. No. 3025 (S.C.J.); ***Young v. Young***, [1993] 4 S.C.R. 3, [1993] S.C.J. No. 112; ***Whitehorse (City) v. Cunning***, 2009 YKSC 48, 74 C.P.C. (6th) 141; ***Roberge v. Bolduc***, [1991] 1 S.C.R. 374, [1991] S.C.J. No. 15; ***Reform Party of Canada v. Canada (Attorney General)***, [1993] 3 W.W.R. 171, [1993] A.J. No. 16 (Q.B.), aff'd [1995] 10 W.W.R. 764, [1995] A.J. No. 793 (C.A.).

[17] The applicable principles are well established.

[18] Rule 60(3) is identical to the former Rule 57(3) of the British Columbia Supreme Court Rules (new rules came into force on July 1, 2010). In ***Buchan v. Moss Management Inc.***, 2010 BCCA 393, 291 B.C.A.C. 278 (not cited by counsel), the trial judge had granted lump sum special costs rather than leaving the issue to the registrar. The appellant argued that the judge did not have jurisdiction to determine costs, given that former Rule 57(13) only allowed the judge to fix lump sum costs on consent of the

parties. The respondent submitted that the judge had acted under Rule 57(3). The Court of Appeal held:

> 12 ...it is beyond question that a Supreme Court judge has inherent jurisdiction, concurrent with a Registrar, to assess costs, including special costs. These powers are confirmed in ss. 3 and 9 of the *Supreme Court Act*, R.S.B.C. 1996, v. 443 [see the *Supreme Court Act*, R.S.Y. 2002, c. 211, s. 4]. A Registrar has no inherent jurisdiction. He or she simply performs duties statutorily delegated ...
>
> 13 The authorities on this question are consistent in stating that such concurrent jurisdiction should be exercised sparingly... Here the trial judge was familiar with the lengthy proceeding both as case management judge and trial judge. His familiarity with the proceedings enabled him to fairly assess costs with an eye to the factors set out in Rule 57(3) and ***Yule v. Saskatoon***.
>
> 14 Counsel for the appellant, Mr. Turriff, argues on appeal that at the costs assessment hearing there was no proof of the fees, the bill was not presented in the proper form, and thus he had nothing to challenge. He says that if an assessment had been conducted in the usual way, he then would have applied for disclosure of the respondents' counsel's files, and may have sought leave to cross-examine the respondents' counsel.

15 He argues that the trial judge, in exercising concurrent jurisdiction to assess costs, erred in doing so summarily, as he ought to have conducted a hearing as would normally occur before a Registrar. He argues that nothing in Rule 57(3) permits a summary assessment. He argues that what the trial judge did was "fix" costs. He says costs may only be fixed under Rule 57(13) and then only with the consent of the parties. Implicitly he argues that without the procedural safeguards of a proper hearing, his client's right to due process was denied.

16 With respect, this argument confuses the potential sources of the jurisdiction which the trial judge may have exercised in granting the special costs order. The trial judge exercised jurisdiction concurrent to the authority granted to the Registrar under Rule 57(3), and he did so with an eye to the factors set out therein. In order to determine if a Supreme Court judge may assess special costs summarily, it is necessary to consider the source of that jurisdiction, that is, inherent jurisdiction or the authority granted in Rule 57(3) itself.

...

24 In ***Graham v. Moore***, 2003 BCCA 497, at para. 45, Donald J.A. considered an argument on appeal that a trial judge ought not to have awarded special costs and ought not to have assessed them himself. He said:

[45] There remains the issue whether the plaintiffs' costs should have been assessed before the Registrar rather than by the trial judge. It is said that Mr. Campa was denied the procedural protections of a Registrar's hearing, and he did not have an adequate opportunity to challenge items in the solicitor's bill. The Registrar's hearing would have involved more litigation in a losing cause; a problem that underlies all of Mr. Campa's process arguments.

[46] It is well settled that a trial judge has the authority to determine the quantity of the award although it is a power to be exercised sparingly: ***Harrington v. Royal Inland Hospital*** (1995), 131 D.L.R. (4th) 15 (B.C.C.A.). As in ***Harrington***, the trial judge in the present case did not want to burden the parties with the task of acquainting the Registrar with the complexities of the case when he was fully familiar with all aspects of it.

...

29 ...Rule 57(3) does not mandate exclusive jurisdiction for a Registrar, nor can it be considered a complete code, and, therefore it cannot oust the inherent jurisdiction of the court to determine the amount of special costs.

...

> 31 The judgments in both ***Harrington*** and ***Graham*** are authority for the proposition that in cases of great length and complexity, where a judge is particularly familiar with the matter, it may be appropriate to exercise his or her inherent jurisdiction to assess special costs summarily. As the authority to do so is drawn from the inherent jurisdiction of the court, not the Rules, this assessment need not conform to the exact contours of Rule 57(3), and may thus be done summarily.
>
> ...
>
> 33 Here the judge exercised jurisdiction concurrent to that normally exercised by a Registrar or assessing officer. I conclude that a Supreme Court judge may do this, and may do so on a summary basis. In exercising his jurisdiction in this case, the trial judge appropriately considered the elements set out in ***Yule v. Saskatoon***, and codified in Rule 57(3).

[19] It bears noting that Rule 57(13) which was in issue in ***Buchan*** expressly provided that the court could only fix a lump sum on consent of the parties. Yukon's Rule 60(14) does not mention the consent of the parties. Further, Rule 60(6) specifies that the clerk assesses costs and that a judge may perform any function assigned to the clerk under Rule 60.

[20] The Court concludes that a judge of the Yukon Supreme Court has inherent

jurisdiction to determine costs in a summary fashion. A court will rarely exercise this jurisdiction. It will do so mainly in situations where the judge has a very good understanding of the litigation and the complex procedures undertaken by the parties.

[21] Rules 39(24) and (26) deal with written settlement offers (Form 65) for monetary and non monetary relief, respectively. Rules 39(41) and (42) address the situation where a written settlement offer in any form is delivered with respect to one or more claims in the litigation. Such a settlement offer is only effective if it contains a statement that the party delivering the settlement offer reserves the right to bring it to the attention of the court for consideration in relation to costs after the court has rendered judgment on all other issues in the proceeding. If the offer meets these requirements, the court can award costs to the offering party in an amount not greater than the costs to which the party would have been entitled had the offer been made under subrules (1) through (40), in other words costs assessed to the date the offer was delivered and double costs assessed from that date.

[22] Rule 60(3) provides that the clerk (or the judge) shall take into account all of the circumstances in awarding special costs, including:

> (a) the complexity of the proceeding and the difficulty or the novelty of the issues involved,
>
> (b) the skill, specialized knowledge and responsibility required of the lawyer,

(c) the amount involved in the proceeding,

(d) the time reasonably expended in conducting the proceeding,

(e) the conduct of any party that tended to shorten, or to unnecessarily lengthen, the duration of the proceeding,

(f) the importance of the proceeding to the party whose bill is being assessed, and the result obtained, and

(g) the benefit to the party whose bill is being assessed of the services rendered by the lawyer.

[23] In ***Faro (Town) v. Knapp (c.o.b. A. Knapp Accounting Services)***, 2011 YKSC 43, the town of Faro claimed special solicitor-client costs. The judge considered the factors which the British Columbia courts take into account:

75 A brief review of the case law on special costs in *British Columbia Annual Practice, 2010*, indicates special costs may be ordered against a party where they have, among other things:

* made meritless, specious and ridiculous applications;
* acted reprehensibly;

* persisted in taking a position that is completely without merit;

* fabricated evidence;

* carelessly prosecuted a claim that was bound to fail;

* [has] not been candid with the court;

* promoted theories [which] are completely devoid of merit;

* repeatedly filed nonsensical documents;

* persisted with indefensible self-justifying litigation;

* deliberately intended to suppress evidence;

* made misleading submissions to the court; or

* failed to obey an order of the court.

[24] Section 24(1) of the *Charter* allows a judge to consider costs as a remedy to address breaches of the *Charter*: ***Fédération Franco-Ténoise v. Canada (Attorney General)***, at paras. 961-71. The Supreme Court at para. 90 of ***Doucet-Boudreau*** held that the appellants were entitled to their costs before all levels of court, on a solicitor-client basis, emphasizing that the appellants were parents who had, despite their numerous efforts, been consistently denied their *Charter* rights and the province had failed to meet its corresponding obligations to the appellant parents despite its clear awareness of their rights.

[25] The CSFY submits that the Court can also award punitive costs, referring to caselaw under s. 24(1) of the *Charter*. The cases cited by the CSFY in this respect describe the costs in question as being part of an appropriate and just remedy. This

caselaw confirms the courts' discretion to determine appropriate remedies. Describing such costs as "punitive" can lead to confusion. It can be difficult in certain civil cases to distinguish the lawyers' conduct from the acts on which the cause of action is based. The court must keep in mind the purpose and effect of remedies already granted to avoid "punishing" the same conduct twice. At the same time, delays and procrastination in the application of language rights, whether prior to or during litigation, may justify special costs: ***Doucet-Boudreau***.

[26] Finally, courts generally can depart from the normal costs rules in exceptional cases involving questions of public interest: ***British Columbia (Minister of Forests) v. Okanagan Indian Band***, 2003 SCC 71, [2003] 3 S.C.R. 371.

VI. Analysis

[27] The CSFY's main argument is that the GY has shown bad faith. In considering the issue of bad faith, the Court will address only facts of which the Court has knowledge as a result of the pre-trial procedures and the evidence presented at trial. The CSFY also relies on the offers and the general principles regarding costs.

i) Bad Faith - General

[28] The GY formally accepted in the *Education Act* that it must respect the rights and privileges of the francophone minority in the Yukon, and more specifically, address all

issues necessary for the implementation of the rights guaranteed by s. 23 of the *Charter* and the *Education Act*. In spite of this fact, the evidence presented at trial demonstrated not only numerous breaches of s. 23, but also bad faith. The most blatant example is the fact that the representatives of the GY knew of the rights in question, but consciously decided nevertheless to act in breach of the *Education Act*. In fact, it became apparent during the trial that the GY has taken an approach contrary to its *Education Act* and the *Charter* for the last fifteen years.

[29] As a result, most of the issues raised in this litigation were unnecessary. The evidence established that the GY's approach is indefensible, if not illogical. In 1996, the GY created the CSFY as a school board through a departmental order. In 1996, there were 113 students registered at Émilie-Tremblay school (EET). How, then, does one explain the GY's argument that the current number of 183 students does not justify the level of management of a school board, when the GY considered 113 students to suffice 15 years ago. Further, the GY has no intention of taking away the CSFY's school board status.

[30] What is unfortunate is the waste of time and the useless conflict which resulted from the simple fact that the GY did not wish to act in accordance with its own *Education Act*. Regarding the level of management and control, it is clear under s. 72 of the *Education Act* that any Yukon school council can become a school board, provided that it has existed for at least one school year and that there has been an absolute majority vote in favour of the creation of a school board. Once constituted, a school

board has the powers, obligations and level of control as defined and detailed in the *Education Act* and related regulations. The simple implementation of the provisions of the *Education Act* and regulations amounts to a complete answer to the issues relating to finances, personnel, programs and buildings. The simple implementation of the provisions set out in the *Education Act* would have averted the need to deal with various disputes, for example, those regarding the secretary/treasurer position, the school principal position, the school calendar, school transportation, the teachers' professional development, the budget, buildings and programs.

[31] Since the CSFY's creation in 1996, the *Education Act* has provided for the transfer of the powers claimed by the CSFY. In fact, in 1999, Wally Seipp, assistant deputy minister, recognized the powers and obligations that the *Education Act* imposed upon the CSFY, and contemplated transfer of more powers as the CSFY requested them. (see exhibit 30). The evidence establishes that there have been numerous meetings and letters written by the CSFY to the GY requesting the implementation of its full management powers as defined in the *Education Act*. In short, the GY was aware of its obligations as set out in the *Education Act*, but it nevertheless refused to implement those provisions. These delays caused a multitude of misunderstandings and useless conflicts.

[32] During the trial, the GY stated that it would accept to transfer the operations and maintenance budget to the CSFY (save for three categories - see the testimony of Cyndy Dekuysscher) and that it was, in effect, possible that the school principal position

be limited to a fixed term (see the testimony of Valerie Stehelin). These two significant issues were the subject of disputes for years. The GY knew that it was required to consult the CSFY under the *Act* (s. 174(3)), regarding the annual operations and maintenance budget, but it simply ignored the *Act*.

[33] The blatant and persistent failure to follow a Yukon statute amounts to bad faith. This bad faith on the part of the GY is also evidenced in the absence of regulations necessary to the proper functioning of the *Education Act* and s. 23 of the *Charter*. Further, the GY demonstrated bad faith in diverting funds ($1,954,222.00) intended for the French first language program.

ii) Bad faith - at trial

[34] To fully appreciate all of the events which arose during the trial, one must examine the entire transcript, however the following examples are among the most significant. The Court managed the case for approximately one year prior to the eventual trial. The following observations relate only to the trial itself, and not to prior events.

[35] The trial began on May 17, 2010. That very day, the GY requested an adjournment of the entire trial because one of its witnesses, Mr. Gord Debruyn, had fallen ill. The GY took the position that it could not proceed without him. Following a number of questions from the Court, it was revealed that Mr. DeBruyn would testify only

regarding building management. The Court proposed to proceed with the full trial, including the building issue, and then to adjourn for presentation of Mr. DeBruyn's testimony at a later date once he was in better health, probably in the fall of 2010. However, counsel for the GY advised the Court that not only was Mr. DeBruyn the only witness who could testify regarding the buildings issues, his presence was also required in order to assist counsel for the GY during cross-examination of the CSFY's witnesses regarding buildings. The CSFY suggested that other witnesses, such as Charles Callas, had the same knowledge as Mr. DeBruyn and could testify in his place. The GY rejected this notion. The Court accepted the GY's representations, putting over to January 2011 the entire part of the trial regarding the buildings issue.

[36] On January 17, 2011, the first day of the second part of the trial, counsel for the GY requested leave to present Mr. Gord DeBruyn's testimony by way of written interrogatory as he could not testify in person due to his health. Counsel for the GY stated that he would discuss this with counsel for the CSFY. The latter again suggested that Mr. Charles Callas testify in the place of Mr. DeBruyn. At the end of the hearing on January 18, 2011, the Court requested that the issue of Mr. DeBruyn's testimony be addressed first thing the following morning. The Court noted that counsel for the GY had not asked for an adjournment on Monday, January 17, 2011, during the testimony of the CSFY's first two witnesses, which was curious given the lack of necessary counsel by Mr. DeBruyn. At that point, counsel for the GY revealed that Mr. DeBruyn was, indeed, present in Court on the morning of Monday, January 17, 2011. Counsel added that Mr. DeBruyn had gone back to work in the fall of 2010. Further, he noted that a second

advisor, Charles Callas, had also been present since Monday morning.

[37] Counsel for the GY confirmed that he had taken no steps prior to January 17, 2011, in other words in the six months following the end of the first part of the trial in June 2010, to determine whether or not Mr. DeBruyn was able to testify.

[38] On January 19, 2011, counsel for the GY requested leave to present Mr. DeBruyn's testimony by affidavit. The Court requested, and the GY produced, a specialist's letter which had been mentioned on Monday, January 17, 2011 (exhibit VDB1). It was correspondence dated January 17, 2011 from Christianne Kilpatrick, "Speech-Language Pathologist". She stated in part:

> As Mr. DeBruyn's language was moderately compromised following his stroke, a critical focus of his rehabilitation was facilitation of his communication skills... Although Mr. DeBruyn has recovered extremely well, he continues to experience mild residual aphasia... Feeling stressed or nervous and being presented with questions verbally in a courtroom situation may exacerbate Mr. DeBruyn's communication difficulties during his cross-examination ...He may hence make asphasic speeking errors. Therefore, it is recommended that Mr. DeBruyn be given questions in writing instead of being questioned in a court room .
> (Emphases added)

[39] It seemed that Mr. DeBruyn was able to testify. He had been back at work since the fall of 2010 and the "Speech-Language Pathologist"'s letter simply indicated that he "may" have difficulty expressing himself in "cross-examination". However, the Court gave counsel for the GY the opportunity to bring his application at 9:00 a.m on January 20, 2011. Counsel for the GY immediately withdrew his application. It is interesting to note that the GY presented Mr. Charles George Callas as a witness in place of Mr. DeBruyn, as suggested by the CSFY in May 2010. Indeed, Mr. Callas and Mr. DeBruyn shared the responsibility for 29 school buildings. The Court finds that Mr. DeBruyn's testimony was neither essentiel nor unique. In fact, the GY relied on Mr. Callas' evidence. Putting over part of the trial resulted in a much longer trial and the Court was required to render a decision on an interim injunction application presented at the end of the first part of the trial.

[40] Another event arose on the first day of trial, May 17, 2010. That day, the GY assistant deputy minister, Christy Whitley, served a letter dated May 17, 2010 to the president of the CSFY (exhibit 519). This letter confirmed that the GY would apply from that date onward the *French Language Instruction Regulation* regarding the right to register rights holders and non rights holders. According to Ms. Whitley, the fact that this letter was delivered on May 17, 2010 was simply a coincidence, despite the fact that the Regulation had been in place since the CSFY was created as a school board in 1996 and had never been applied since that time. The GY was aware of the CSFY's admission policies and had never questioned them prior to that date. Moreover, the GY had never raised an objection to the CSFY managing the issue of admissions according

to its policies.

[41] It should be emphasized that the letter of May 17, 2010 raised for the first time in this litigation the right to manage the registration of rights holders and non rights holders. The issue was raised again on June 2, 2010, during Mr. Bourcier's testimony. The GY undertook not to apply the *Regulation* and consented to the issue being put over to the second part of the trial in January 2011, on the condition that the CSFY provide it with the numbers of rights holders and non rights holders in question, all without prejudice to the GY. The CSFY undertook to amend its Claim in order to include a request for a declaration that the GY's regulation concerning management of admissions was unconstitutional.

[42] On January 17, 2011, the first day of the second part of the trial, the GY objected to certain witnesses proposed by the CSFY in the area of management of admissions. Counsel for the GY more or less said that he was taken by surprise, not having received formal notice that this question would be the topic of litigation during the second part of the trial. Counsel for the GY submitted that it would be inappropriate to proceed on this issue, given the lack of notice. Counsel for the CSFY stated that it had been clear since June 2, 2010, at the time of Mr. Bourcier's testimony and the GY's undertaking, that this issue would be addressed in the context of the second part of the trial and he requested, if necessary, the right to amend his Claim.

[43] Over the lunch hour, the Court reviewed the court file to determine whether any

relevant documents had been filed. It turned out that the CSFY had already amended its Claim by adding an allegation that the admissions regulation was unconstitutional. The CSFY had filed the amended Claim in August 2010. When the Court reconvened, it advised the lawyers of its findings. Counsel for the CSFY apologized for having forgotten, and withdrew his request for leave to amend the Claim. Counsel for the GY stated that he did not remember this amendment and wondered whether the CSFY had served it on him. After searching his file, counsel for the GY acknowledged that he had, in effect, been apprised of the amendment in August 2010 and that the GY had decided not to amend the defence.

[44] In the Court's view, the letter of May 17, 2010 raised the issue of the right to manage admissions, a right which the CSFY had always exercised. The result was an amendment of the Claim and a longer trial. The erroneous submissions of counsel for the GY at the hearing on January 17, 2011 resulted in wasted time. Most significantly, the letter in question was written with an underlying motive. It was not by pure coincidence that it was delivered at that time, and this is another example of bad faith.

[45] On May 25, 2010, the GY objected to the admissions proposed by the CSFY. The CSFY had given notice of over 300 admissions to the GY. The GY had provided no response within the 21 days allotted by the Rules. Subsequent lengthy discussions resulted in an agreement between the parties whereby the GY would have the option of refuting any of the admissions and the Court would make a decision on each one individually. The GY's objection turned out to be pointless, as there never was a request

that the Court make any determination in this regard.

[46] On June 1, 2010, the GY applied for a ban on publication of the name of the next witness to be called by the CSFY, Jean-François Blouin, his wife and his child who was under 16 years old. No explanation was provided at that point, but the Court granted the order out of an abundance of caution. During cross-examination by counsel for the GY, it revealed that it had accessed the school file of Mr. Blouin's child. The GY admitted that it had not obtained the consent of either parent. It was clear that the questions put to the witness by counsel for the GY in cross-examination had nothing to do with s. 20(3) of the *Education Act*, which permits use of the file to assist in improving the instruction of the student. The GY admitted that it had not disclosed the use of the child's school file to the CSFY. The Court found the conduct of the GY in this regard to be reprehensible. The Court held that the GY could not access the child's school file for the purposes of cross-examination, given the lack of consent by the parents.

[47] On January 23, 2011, during Ms. Whitley's evidence, the question arose as to the number of students at EET who had been identified as children having special needs. Ms. Whitley questioned the existence of the documentation regarding the children identified by the CSFY as having special needs. The CSFY asked Ms. Whitley whether she had proof or was aware that EET had not followed the procotol for identifying children in this category. She responded that EET had not followed the rules. Following further questions and objections, it became apparent that she had never examined the files in question. Counsel for the GY took the position that Ms. Whitley

could not access or look at the school files of EET students due to the June 1, 2010 order regarding the file for Mr. Blouin's child. The Court advised the GY that its interpretation of the order was clearly wrong, because s. 20(3) specifically allows the GY to access school files to assist in improving the instuction of the students. The Court asked counsel for the GY whether he wished to have an adjournment to allow Ms. Whitley or another GY representative to verify the school files of the five children in question to determine whether EET had indeed followed the protocol and properly designated these five students as being special needs children. The Court granted an adjournment to allow the GY lawyers to consult with their witness, Ms. Whitley, about this. When the proceedings resumed, the GY advised the Court that it did not wish to have an adjournment in order for the witness or other GY employees to check the files in question.

[48] The Court finds that this entire process of objection and erroneous interpretation of the June 1, 2010 order was an attempt to deceive the Court. In alleging that the students in question had not been identified in keeping with the protocol, the GY was attempting to persuade the Court that no additional space was required to teach special needs children. Again, it is an example of bad faith. (It should be mentioned that the Court's conclusions regarding Ms. Whitley's testimony can be found at para. 597 of the Court's judgment.)

[49] Judith Anderson testified on June 14, 2010. The GY had given notice of its intention to produce Ms. Anderson as an expert witness. The initial report prepared by

Ms. Anderson and the testimony anticipated by the GY as set out in its notice constituted, almost in its entirety, an inadmissible legal opinion. The CSFY had advised the GY, prior to Ms. Anderson being called, that it objected to the evidence. It was not until Ms. Anderson was on the stand that counsel for the GY indicated that he did not want to produce her as an expert on the legal issue, nor on the question of whether the *Education Act* complied with s. 23 of the *Charter*. However, counsel for the GY did wish to produce her as an expert in the area of operation and management of a school board and with respect to collective agreements. The GY waited until the day of Ms. Anderson's testimony to indicate that she would not be proffered as an expert in the anticipated area, knowing that she could not testify in this capacity. This was an ill advised strategy, to say the least. The attempt to then have her qualified in areas which had not been previously specified lengthened the trial. The delays are due entirely to the actions of the GY.

[50] As mentioned above, Ms. Dekuysscher stated on June 17, 2010 that the GY was now ready to transfer the operations and maintenance budget (except for three categories), as the CSFY had requested over a period of many years. Much of the trial between May 17 and June 17, 2010 related to these questions and requests for transfer of the operations and management budget. The Court concludes, given this declaration by the director of finances of the Yukon Department of Education, that many days of trial between May 17 and June 17 could have been avoided.

iii) Offers to settle

[51] There are two documents which resemble offers to settle as described under Rule 39. The documents in question are reproduced in their entirety in Appendices A and B. They were only disclosed to the Court following judgment.

[52] The GY produced Schedule A as its offer to settle. Schedule A has two parts: a cover page in the form of an email dated April 16, 2010, and a four page attachment. The subject line of the email indicates that it is a draft agreement between the parties. The attachment is entitled [TRANSLATION] "Draft settlement offer components - confidential and without prejudice". It is clear on a reading of the entirety that it is not in Form 65 as required by Rule 39(2). Consequently, Rules 39(24) and 39(26) do not apply to this document.

[53] It remains to determine whether the document at Schedule A is a written settlement offer under Rule 39(41). Again, a reading of the entire document reveals that there is no statement that the party delivering the settlement offer reserves the right to bring it to the attention of the Court. In conclusion, the email of April 16, 2010 and the attachment do not constitute an offer to settle under Rule 39.

[54] Schedule B is a document presented by the CSFY, entitled [TRANSLATION] "Settlement offer" and dated February 26, 2010. It must first be determined whether this is a settlement offer under Rule 39(24) or Rule 39(26). It is clear from the first page that

the offer is in Form 65. However, does it propose settlement "of one or more of the claims in the proceeding"? The following page is entitled "Confidential" and [TRANSLATION] "Settlement document for negotiations prepared by the Commission scolaire francophone du Yukon no. 23". The next sentence of the document provides: [TRANSLATION] "The individual points are rated from 1 to 5 (1 being of the least importance to the CSFY and 5 being very important to the CSFY)".

[55] The Court finds that this settlement offer (Schedule B), does not trigger Rule 39(24) or 39(26) because of the uncertainty as to the hierarchy of the various points. According to Rule 39(15), acceptance of an offer must be unconditional. The hierarchy creates confusion in terms of applying Rules 39(1) to 39(40).

[56] It remains to determine whether Schedule B complies with Rule 39(41). The Court finds that Schedule B is a written settlement offer as contemplated under Rule 39(41). First, the document at Schedule B is in writing. Secondly, it contains a declaration to the effect that Rule 39 regarding costs will be brought to the Court's attention. Given that the settlement offer can be "in any form", the hierarchy does not create a problem in the application of Rule 39(41). The document at Schedule B deals with a number of the issues in this action, and therefore the Court can take it into account in the costs context.

iv) The draft agreement as an indicator of good faith

[57] The GY submitted to the Court, in relation to costs, the draft agreement (Schedule A). The GY considered it appropriate to present to the Court a draft agreement entitled "Confidential" and "Without prejudice", as a manifestation of its good faith, and more particularly in support of its argument that the Court should not grant costs to the CSFY. The GY argues that the draft agreement proposed by the GY represents substantially what this Court ordered, and that most of the trial deal with questions regarding management by the CSFY.

[58] With respect to the content of the draft agreement (Schedule A), the GY stated (paras. 5 and 6 of the GY's brief on costs) [TRANSLATION]:

> 5. In the context of these discussions, the defendant was ready to grant to the CSFY the following concessions:
>
> a) block transfer of global financing based on cost per student;
> b) hiring of a secretary-treasurer;
> c) maintenance of EET would be done on a billing basis. The parties agreed as well to continue the current practice of hiring bilingual maintenance staff;
> d) teachers and support staff would remain employees

of the Yukon government, but the Minister of Education would delegate the recruitment process and staff allocation, in particular the teachers, to the CSFY;

e) the funds for the teachers' salaries would be transferred to the CSFY according to the staffing formula and the CSFY would advise the Yukon government from year to year of the number of teachers it wished to hire and the Yukon government would bill the CSFY for the cost of the salaries for the teachers thus identified by the CSFY;

f) the CSFY would have the right to representation in relation to negotiation of the collective agreement;

g) for the kindergarten 4 level, the government would accept a staffing allocation of 1 to 12 for the number of teachers, but up to 23 children in one classroom;

h) the Yukon government would agree to designate a bilingual position within the Ministry in order to interact with the Commission and the teachers;

i) the government would establish, following consultation with the CSFY, a policy regarding services and communications in French in relation to the CSFY, the teachers and parents of children

registered at EET;

j) the government would take steps, if requested by the CSFY, to allow use of Alberta science curriculum or to fund translation of science manuals and teaching resources from British Columbia which are not currently available in French;

k) the government would support and submit the necessary statutory amendments to the Legislative Assembly to render the CSFY director general position a CSFY position, while ensuring that the position-holder would retain the power to manage CSFY staff and teachers;

l) the CSFY would have priority and control over the use of EET facilities outside of class hours.

6. Only construction, strictly speaking, remains the subject of different opinions. Once again, the defendant proposed to settle the dispute as follows:

a) a commitment by the government to build an industrial arts room within 24 months;

b) regarding an expansion at the primary level, the Yukon government accepted to embark immediately

on a capital planning process to determine the need for construction of up to two additional classrooms;

c) regarding construction at the secondary level, the government undertook to embark on a capital planning process over 10 years for possible expansion of the secondary level...

[59] The GY summarizes its position as follows [TRANSLATION]:

> 11. Therefore, much of the trial, if not the majority of it, dealt with issues relating to management by the CSFY. The proposed agreement contemplated substantially what the CSFY obtained.

[60] The Court agrees with the GY that it ordered substantially what the GY described as being "concessions" to the CSFY. However, the GY neglected to mention the fiduciary duty issue and that of management of admission of rights holders and non rights holders. It also neglected to mention clause 8 of the draft entitled [TRANSLATION] "Certainty". This clause would not only prevent any further recourse by the CSFY for a 15 year period, but it would also require the CSFY to undertake to indemnify the GY for any action taken by a rights holder parent or any other entity raising issues and requesting remedies similar to those set out in the Claim.

[61] The question arises as to the purpose served by the major part of this trial

regarding management by the CSFY, if the GY had acknowledged and accepted most of the requests identified in the settlement offer of February 2010 (Schedule B).

[62] The GY states that it offered a block transfer of the budget to the CSFY prior to the trial, in April 2010. However, it contested transfer of the budgets for the first three weeks of trial, that is to say until the moment when Ms. Dekuysscher stated that the CSFY had only to request the transfer.

[63] The GY states that it offered the CSFY the right to hire a secretary/treasurer. However, it took the position at trial that the numbers did not warrant hiring a secretary/treasurer, in spite of the fact that its own *Education Act* (s. 127) requires the CSFY to appoint a secretary/treasurer.

[64] The GY states that it was ready to transfer funding to the CSFY for teacher salaries, but that the teachers would remain employees of the GY (as ordered by the Court). However, during the trial, the GY took the position, through Ms. Dekuysscher, that it was not possible to transfer the budget in relation to the teacher salaries. That is an irreconcilable contradiction.

[65] The GY states that it was prepared to grant the CSFY the right to participate in the negotiation of the collective agreement, which was in effect ordered by the Court. So why did the GY take the position at trial that this was not possible?

[66] The GY states that it had accepted a staffing formula of 1 teacher for 12 students at the kindergarten 4 level. Why, then, was it necessary to contest this claim?

[67] The GY states that it had accepted to designate a bilingual position within the Department of Education in order to interact with the CSFY and its teachers, and to put in place a policy regarding services and communications in French in relation to the CSFY, its teachers and parents of children registered at EET. Why, then, did the GY take the position during trial that the teachers were not entitled to service and communications in French under Policy 1.3.2.1?

[68] The GY stated that it had consented to build an industrial arts classroom within 24 months as well as two additional classrooms. So why did it contest these claims of the CSFY?

[69] It is true that concessions before or during trial and settlement offers can indicate good faith. In fact, the rules governing settlement offers are intended to encourage negotiations, concessions and offers. The GY is justified in saying that a pre-trial settlement offer does not bind the party to the concessions for the purposes of trial. However, this confidential, without prejudice draft agreement does not meet any of the requirements of an offer for settlement, nor for concessions. Producing such a document in support of an argument of good faith is unconvincing, if not objectionable.

[70] The GY asks that the Court consider the document at Schedule A as an

indication of good faith due to the "concessions" it was prepared to grant to the CSFY. However, it is clear from reading the April 16, 2010 email that it was not an actual offer but a draft [TRANSLATION]:

> In our view, the first step is to see if the two negotiating teams agree on the main features of the proposal, following which we will need to confirm our clients' formal instructions (in our case, the government), at which point we will need to prepare a more formal and detailed document.

[71] Despite the content of the email at Schedule A, the GY states in its brief that it was ready to grant the concessions set out above in para. 58. There is no document before the Court indicating that the GY was ready to make concessions. A draft agreement (Schedule A) is not the equivalent of an offer, and therefore, there is no evidence of good faith.

[72] The GY, having chosen to rely on Schedule A, has the onus of establishing that it demonstrates good faith. It has not done so.

v) Summary of applicable factors

[73] This Court has the inherent power to determine costs in a summary fashion. This is one of those rare cases where the Court should exercise this power, given its very good knowledge of the litigation and the complex procedures undertaken by the parties.

[74] The CSFY succeeded at trial. It made a settlement offer under Rule 39(41) regarding certain claims. Rules 39(41) and (42) allow the Court to grant to the CSFY costs assessed to the date the offer was delivered and double costs assessed from that date. In effect, Rule 39(42) simply serves to reinforce the Court's discretion in this case to grant costs.

[75] The Court, under Rule 60(3), takes into account all of the circumstances in assessing special costs, in particular: the complexity of the proceeding, the time reasonably expended in conducting the proceeding, the difficulty of the issues, and the skill, specialized knowledge and responsibility required of counsel for the CSFY.

[76] The Court also takes into account the importance of the proceeding to the CSFY, the novelty of the issues involved, the amount involved in the proceeding, and the result obtained. This case raised fundamental issues of public interest regarding interpretation and application of minority language rights. More specifically, it addressed issues of particular interest to the Yukon francophone community. Indeed, the development of the official language minority depends on it.

[77] The Court takes into account the conduct of the GY that tended to unnecessarily lengthen the duration of the proceeding, including the examples mentioned above. The ***Faro*** case summarizes the relevant factors, notably unfounded requests and indefensible arguments.

[78] The Court considers costs as a form of reparation in order to remedy *Charter* breaches. As in ***Doucet-Boudreau***, the CSFY represents the interests of parents who have, despite their numerous efforts, been consistently denied their rights under the *Charter* and the *Education Act*. The costs in question are part of an "appropriate and just" remedy, given the delays in the implementation of the language rights, both before and during the litigation.

[79] The Court deems it appropriate to fix costs on a solicitor and his own client basis in order to indemnify the CSFY. The amount is $969,190. The GY took the position that the costs claimed should be taxed by the clerk. The GY never argued that the fees and expenses claimed by the CSFY are unreasonable. The best measure of what is reasonable in the circumstances would be the costs incurred by the lawyers for the GY, but the GY has chosen not to reveal this information of a public nature.

[80] Further, for the above reasons, a full, effective and meaningful remedy requires a lump sum, given the defence of the right in issue, and the delays and procrastination by the GY in fully implementing its own *Education Act* and s. 23 of the *Charter*, the bad faith on the part of the GY regarding the transfer of funds ($1,954,228) and the bad faith in the testimony of the Assitant Deputy Minister. I also take into account the importance of deterring any new breaches. The lump sum is fixed by the Court at $484,595, being 50% of the solicitor and client costs identified above. Therefore, the lump sum and solicitor-client costs total $1,453,785.

VII. Conclusion

[81] The Court grants costs to the CSFY in the amount of $969,190 as well as a lump sum of $484,595 for a total of $1,453,785.

V.O. Ouellette

J.S.C.Y.

SCHEDULE A

Regimbald, Guy

Subject: FW: Ébauche dune entente entre les parties-OTT_LAW-2442669-v1.DOC

Attachments: Ébauche dune entente entre les parties-OTT_LAW-2442669-v1.DOC

From: Faille, Maxime
Sent: April 16, 2010 5:01 PM
To: roger.lepage@balfourmoss.com
Cc: Tourigny, Chantal
Subject: Ébauche dune entente entre les parties-OTT_LAW-2442669-v1.DOC

SANS PRÉJUDICE

Salut Roger

Voici le document que nous avons travaillé ensemble, avec les ajouts que Chantal et moi avons élaborés sur la foi des discussions, le tout sujet évidemment à tes commentaires etc.

Selon nous il faudrai d'abord voir si les deux équipes de négotiation s'entendent sur les grandes lignes de la proposition, après quoi nous aurons à confirmer les instructions formelles des clients (dans notre cas, le gouvernement), après quoi nous aurions à preparer un document plus formel et détaillé.

Salut bien,

Maxime

PROJET D'ÉLÉMENTS DE RÈGLEMENT ÀL'AMIABLE

CONFIDENTIEL ET SANS PRÉJUDICE

1. Ressources financières

Le budget de la CSFY sera reçue sur une base globale à chaque trois mois. Les parties travailleront ensemble dans le but de trouver le cout par élève. Une fois cette formule établie, le financement en bloc suivra. Dans l'intérim, le financement en bloc se fera selon le budget tel qu'approuvé le 23 mars 2010 pour l'année 2010-2011. La formule par élève sera en place au plus tard le 1ier juillet 2011. Les parties s'entendent qu'il y aura une période de transition pour que le gouvernement du Yukon puisse se départir de toutes ses autres responsabilités dans le budget 2010-2011. Toutes les dépenses qui sont actuellement encourrues par le gouvernement seront transférées a la CSFY et les parties feront leurs meilleurs efforts pour que ce soit en place le plus tôt possible, et au plus tard le 1ier juillet 2011.

Les parties s'entendent qu'il faut prévoir l'embauche d'un secrétaire-trésorier pour la CSFY pendant la période de transition pour faciliter le transfert de responsabilité. Les parties feront les meilleurs efforts pour que cette personne soit en poste dès que possible en tenant compte du transfert des fonds sur une base échelonné, et au plus tard le 1ier avril 2011.

Dans les 30 jours suivant l'acceptation par les parties de l'entente, les parties s'entendront sur un échéancier pour le transfert graduel des fonds et des pouvoirs pour l'année 2010-2011.

Les sommes prévues pour l'entretien se feraient sur une base de facturation. Les parties s'entendent pour poursuivre la pratique actuelle d'embaucher du personnel d'entretien bilingue. [Le poste sera désigné bilingue pour le poste de jour].

Idée de comite conjoint?

[Résolution de la question du $66,000 – meilleurs efforts afin de résoudre de façon informelle et si les parties ne s'entendent pas, elles pourront aller en médiation]

2. Ressources humaines

Quoique les enseignants et le personnel de soutien sont des employés du gouvernement du Yukon, le ministre de l'éducation délègue le processus de recrutement et l'affectation du personnel, notamment des enseignants, à la CSFY. Ce faisant, la CSFY reconnait son obligation de respecter la Loi sur l'éducation, la Loi sur les relations de travail dans le secteur de l'éducation, la convention collective et toute autre loi applicable. Les fonds pour le salaire des enseignants seront transférés à la CSFY suivant la formule de dotation et la CSFY avisera le gouvernement du Yukon d'année en année du nombre d'enseignants qu'elle désire embaucher et le gouvernement du Yukon facturera la CSFY pour le coût des salaires des enseignants que la CSFY aura identifié. Les fonds destinés au salaire des enseignants que la CSFY va identifier seront maintenus par la CSFY dans un compte en fiducie par la CSFY, lesquels ne seront utilisé que pour ces fins. La CSFY aura droit a un représentant relativement à la négociation de la

convention collective. Le but sera de protéger et promouvoir tous les aspects qui touchent à l'enseignement qui découle de l'article 23. Le gouvernement nomme le seul porte-parole du gouvernement dans ces négociations et aura en tout temps le mot final à l'égard de la position du gouvernement dans lesdites négotiations.

3. Infrastructure

Par rapport au niveau du secondaire, le gouvernement du Yukon s'engage a construire une salle d'art industriel dans les 24 mois de la signature de cette entente, en consultation avec la CSFY, et en attendant la construction, le gouvernement du Yukon travaillera de concert avec la CSFY afin de prévoir l'accès équitable aux installations d'arts industriels à d'autres écoles de Whitehorse.

Par rapport au niveau du primaire, le gouvernement du Yukon accepte d'entamer immédiatement le processus de planification en immobilisations afin de déterminer la nécessité de prévoir la construction de jusqu'à deux salles de classe additionnelles et pour ces fins s'engage a préparer des plans pour une telle construction possible éventuelle. Le processus de planification en immobilisations sera complété d'ici un an de la signature de cette entente, et si le nombre projeté d'inscription d'enfants ayant le droit d'assister à l'EET suivant le règlement _____ démontre la nécessité de la construction de deux salles de classe, ces deux salles de classe seront construites dans un délai d'un an. [Seuils à être identifiés]. En cas de désaccord, la CSFY pourra procéder à un arbitrage [ou à un procès] sur la seule question à savoir si le nombre d'inscriptions justifie l'ajout de jusqu'à deux salles de classes additionnelles.

Par rapport au niveau du secondaire, le gouvernement s'engage à entamer immédiatement un processus de planification en immobilisations sur une période de 10 ans pour l'agrandissement possible du secondaire. Le gouvernement fera une révision du plan à tous les 3 ans. Le gouvernement procédera à l'agrandissement du secondaire si les projections d'inscription le justifie.

Maternelle 4 ans : Le gouvernement accepte une dotation de 1 à 12 pour le nombre d'enseignants mais jusqu'à 23 enfants dans une même salle de classe.

Rénovations : La CSFY a l'autorité de décider sur des rénovations mineures, financées à même son budget, sans avoir à en demander l'autorisation préalable du Ministère de l'éducation. La CSFY devra cependant respecter en tout temps les politiques, règlements et lois à l'égard de rénovations et d'entretien du gouvernement du Yukon.

4. Services en français

Le gouvernement du Yukon désignera un poste bilingue au sein du Ministère afin de transiger avec la Commission ainsi que les enseignants, au besoin.

Le gouvernement établira, suivant une consultation avec la CSFY, une politique à l'égard des services et des communications en français auprès de la CSFY, des enseignants ainsi que des parents et des enfants inscrits à l'EET.

5. Programmation

Le gouvernement prendra les mesures, si la CSFY en fait la demande, soit :

-de permettre l'utilisation du curriculum des sciences de l'Alberta, de la 7e à la 12e année et que cette programmation soit acceptée au Yukon comme équivalente pour les fins du diplôme secondaire du Yukon; ou

- de financer la traduction des manuels et des ressources pédagogiques des sciences de la Colombie-Britannique qui n'existent pas actuellement en français

6. DG de la Commission

Le gouvernement appuiera et soumettra à l'Assemblée législative les modifications législatives nécessaires afin que le poste de DG de la CSFY soit un poste de la CSFY, tout en assurant que ce poste détiendra les pouvoirs de gestion à l'égard du personnel de la CSFY et des enseignants de la CSFY.

7. Utilisation communautaire des installations de l'EET

Suivant l'échéance de l'entente 2010-2011 intitulée « _____Joint Use Agreement », la CSFY aura la priorité et le contrôle sur l'utilisation des installations de l'EET à l'extérieur des heures de classe. Avant [date] [le début de l'année scolaire], la Ville de Whitehorse pourra soumettre ses demandes pour l'utilisation des installations de l'EET pour l'année scolaire. La CSFY jouira de la pleine discrétion à cet égard. Cependant, des demandes de la Ville ne seront pas déraisonnablement refusées. De plus, en ce qui concerne toute utilisation autorisée des installations de l'EET, l'EET pourra, moyennant un préavis de 15 jours ou plus, annuler ladite utilisation autorisée. Le pouvoir d'annulation ne sera pas exercé de façon déraisonnable.

8. Certitude

La CSFY consent au désistement de l'action _____ et s'engage, pour une période de 15 ans suivant l'acceptation de cette entente, à ne pas poursuivre le gouvernement à l'égard des questions soulevées dans la déclaration amendée dans ladite action, sauf (1) pour faire exécuter ou au besoin interpréter la présente entente et (2) à l'égard du para. [expansion du primaire].

Pour la période de cette entente, la CSFY s'engage à indemniser la gouvernement du Yukon pour toute action prise par un parent ayant droit ou autre entité soulevant des questions et demandant des recours semblables à ceux prévus dans la déclaration amendée dans l'action _____.

OU

Pour la période de cette entente, la CSFY s'engage à s'opposer à toute action prise par un parent ayant droit ou autre entité soulevant des questions et demandant des recours semblables à ceux prévus dans la déclaration amendée dans l'action _____ et à coopérer avec le gouvernement du Yukon dans la défense de toute action.

9. YSIS

La CSFY s'engage à utiliser le système YSIS.

Le gouvernemetn du Yukon s'engage à défrayer les coûts raisonnables afin d'assurer l'utilisation de l'orthographie française dans tout document ou communication destinée aux parents ou aux enfants inscrits à l'EET, et coopérera avec la CSFY et la CSF C-B afin de faciliter l'utilisation des systèmes adaptés de la CSF C-B.

Le gouvernement du Yukon s'engage à assurer la formation en français pour le personnel et les enseignants de la CSFY sur l'utilisation du système YSIS.

10. Médiation/Arbitrage

Les parties s'entendent d'avoir recours a la médiation pour tout différend en ce qui a trait a cet accord et, plus spécifiquement, sur les formules de financement.

[Option d'arbitrage, aux frais du GY?]

SCHEDULE B

C.S. nº 08-A0162

COUR SUPRÊME DU YUKON

ENTRE :

COMMISSION SCOLAIRE FRANCOPHONE DU YUKON Nº 23

DEMANDEUR

- et -

PROCUREURE GÉNÉRALE DU TERRITOIRE DU YUKON

DÉFENDEUR

OFFRE DE RÈGLEMENT AMIABLE

Destinataire : Procureure générale du Yukon, a/s de Me Maxime Faille, Gowlings Lafleur Henderson s.r.l.

Le Demandeurs, la Commission scolaire francophone du Yukon nº 23 fait une offre de règlement amiable dans la présente instance.

Le Demandeur va demander les frais entre avocat et client s'il devient nécessaire d'aller au procès. De plus, le Demandeur signale la Règle 39 relatif aux dépens.

Fait le 26 février 2010

Roger J.F. Lepage
Avocat du Demandeur

#553827

CONFIDENTIEL

26 février 2010

Document de règlement pour fin de négociations
Préparé par la Commission scolaire francophone du Yukon n° 23

Les différents points sont calibrés de 1 à 5 (1 étant de moindre importance pour la CSFY et 5 étant de grande importance pour la CSFY).

1. **École secondaire**
   - Construction d'une école secondaire intégrée au centre scolaire communautaire (voir les plans en annexe) (5)
   - Subvention en capital pour construire l'école secondaire
     - voir art. 182 de la *Loi sur l'éducation* « L. Éd. »

2. **Gestion**
   - Voir document intitulé « Pleine gestion scolaire » en annexe
     - voir art. 65, 71 de la L. Éd.

   a) **Ressources humaines**
   - Direction générale devient un poste de la CSFY
     - voir article 124, loi sur l'éducation (5)

   - Direction d'école est un(e) enseignant(e) permanent(e) avec un terme fixe et renouvelable comme direction (5)
     - voir art. 116 de L. Éd.
     - voir art. 169, 170, 185(g) de la L. Éd.
     - voir art. 105, 111 de la *Loi sur les relations de travail* secteur éducation
     - voir Règlement sur la nomination des directeurs d'écoles

   - Personnel de l'école de la CSFY (5 pour tout)
     - ► les employés deviennent des employés de la CSFY
       - voir art. 116(1)a), 116(2)d) et 170 de la L. Éd.
     - ►les fonds sont transférés pour la gestion (contrat, paye, assiduité, suppléance…)
       - voir art. 11(2) de la *Loi sur la profession de l'enseignement*
     - ► la CSFY annonce les postes pour ses employés
     - ► la CSFY se charge du processus d'embauche
     - ► la CSFY a une voix à la table de négociation en tant qu'employeur pour l'établissement de la convention collective
     - ► les fonds pour le développement professionnel sont transférés à la CSFY (argent présentement alloué au YTA et MÉY)
       - voir art. 116(2)g) de la L. Éd.

*La CSFY est disposé à négocier l'aspect des avantages sociaux et de pension pour tous les postes ci hauts mentionnés. Ils peuvent faire partie des plans du gouvernement du Yukon

b) **Ressources financières**

- Budget 2010-2011 soumis au ministre (5) (voir budget en annexe)
  - voir art. 116(1)e), 174 et 182 de la L. Éd.
  - voir Règlement sur les subventions

- Transfert des fonds et de gestion du budget (5)
  - voir art. 116(1)m), 175, 177, 178, 179, 180, 181, 185(i) de la L. Éd.
  - voir le Règlement sur les subventions

- Établissement d'une formule de financement (5 pour tout)
  - voir art. 185(a) et (c) de la L. Éd.

    ► comité de travail conjoint pour développer les formules de financement qui respectent l'article 23 (réparation, équivalence en éducation, considération donnée au fait que l'éducation langue première est toujours en construction et en développement)

    ► établir l'échéancier pour l'établissement et la mise en œuvre des formules de financement.

    ► embauche trésorier
      - voir art. 127 de la L. Éd.

    ► subvention en capital
      - voir art. 182 de la L. Éd.

c) **Infrastructures**

- Budget de fonctionnement et d'entretien est transféré à la CSFY (5)
  - voir art. 116(1)f), r) et t) et art. 116(2)c) de la L. Éd.

- Terrain et l'édifice sont transférés à la CSFY (3)
  - voir art. 77, 116(2)f), 117(2), 130, 182, 185(d), 185(k) de la L. Éd.

- Gestion et entretien

  ► les rénovations et modifications se font par la CSFY (5)
    - voir art. 182(b) de la L. Éd.

  ► la CSFY gère l'utilisation des infrastructures pour des fins communautaires (5)
    - voir art. 117(2), 169 de la L. Éd.

  ► la conciergerie et la sécurité sont gérées par la CSFY (2)
    - voir art. 184 de la L. Éd.

d) Programmes

- CSFY est responsable du calendrier scolaire, du nombre de journées pédagogiques offertes (5)
  - voir art. 46, 47 de la L. Éd.

- CSFY est responsable du service de transport (3)
  - voir art. 118(1) du Règlement sur le transport des élèves

- CSFY développe, évalue et met en œuvre des programmes qui répondent aux besoins de ses élèves (5)
  - voir art. 43 et 116(1)c) de la L. Éd.

- la CSFY gère tous les services suivants; (5 pour tout)

  YSIS ou autre programme informatisé qui répond aux besoins de la CSFY

  - ▶ bulletins en français
  - ▶ enfance en difficulté (évaluation, conseiller...)
  - ▶ arts industriels
  - ▶ cours à distance
  - ▶ traduction
  - ▶ enrichissement de la langue
  - ▶ petite enfance
    - voir art. 33, 186(1)d) de la L. Éd.
    - voir Règlement sur la maternelle, art. 2
  - ▶ exogamie
  - ▶ ordinateurs portables
    - voir entre autre art. 44 de la L. Éd.
  - ▶ enseignement de l'anglais langue première et langue seconde
  - ▶ parascolaire
  - ▶ matériels pédagogiques et manuels
  - ▶ contrôle du ratio maternelle 4 ans
  - ▶ promotion (identification des effectifs cibles, recrutement et rétention)
  - ▶ culturel (coordination et animation)
  - ▶ ouverture d'écoles ou mise sur pied de nouveaux programmes
    - voir art. 116(2)a), 186(1)b) de la L. Éd.
    - voir art. 13 et 14 du Règlement sur l'instruction en français
  - ▶ service de résidence pour élèves
    - voir art. 48, 118(1) et 182(d) de la L. Éd.
  - ▶ élection des commissaires au 2 ans
    - voir art. 78 de la L. Éd.

3. **Services et communications en français**
   - *Loi sur les langues* (art. 6)

   - poste désigné bilingue au MÉY (5)

   - réunion avec la CSFY en français (5)

   - le MÉY offre de la formation professionnelle en français aux employés de la CSFY(5)

   - toutes les communications et les services à la CSFY et ses composantes sont en français (projet éducatif, école écrit...) (5)

   - gestion du personnel et de la convention collective en français (5)

   - voir art. 129 de la L. Éd.

   - voir art. 12 du Règlement sur l'instruction en français

4. **Autres points**

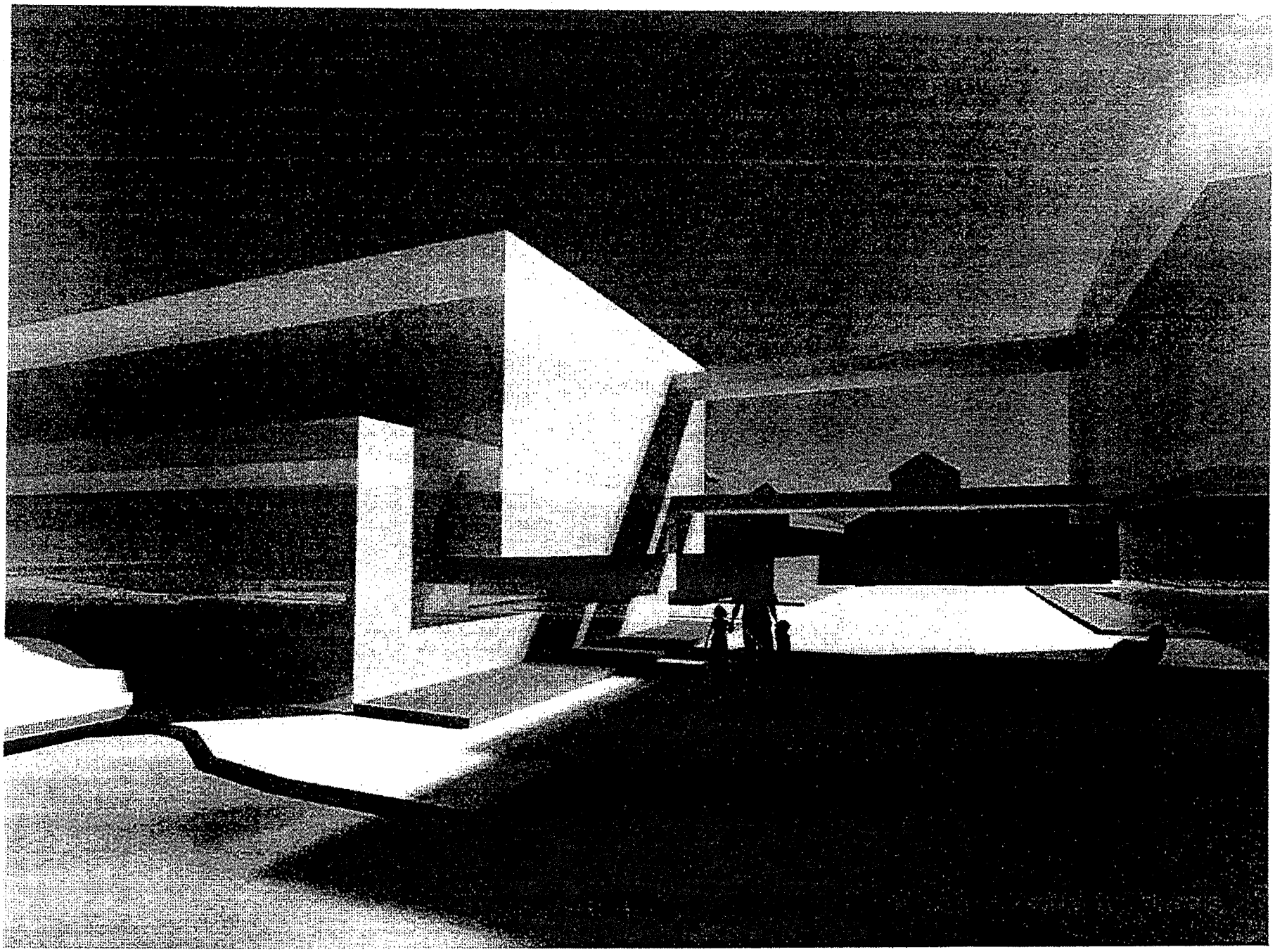
   - établir un comité conjoint de mise en œuvre de cette entente de règlement financé par le Yukon (5)

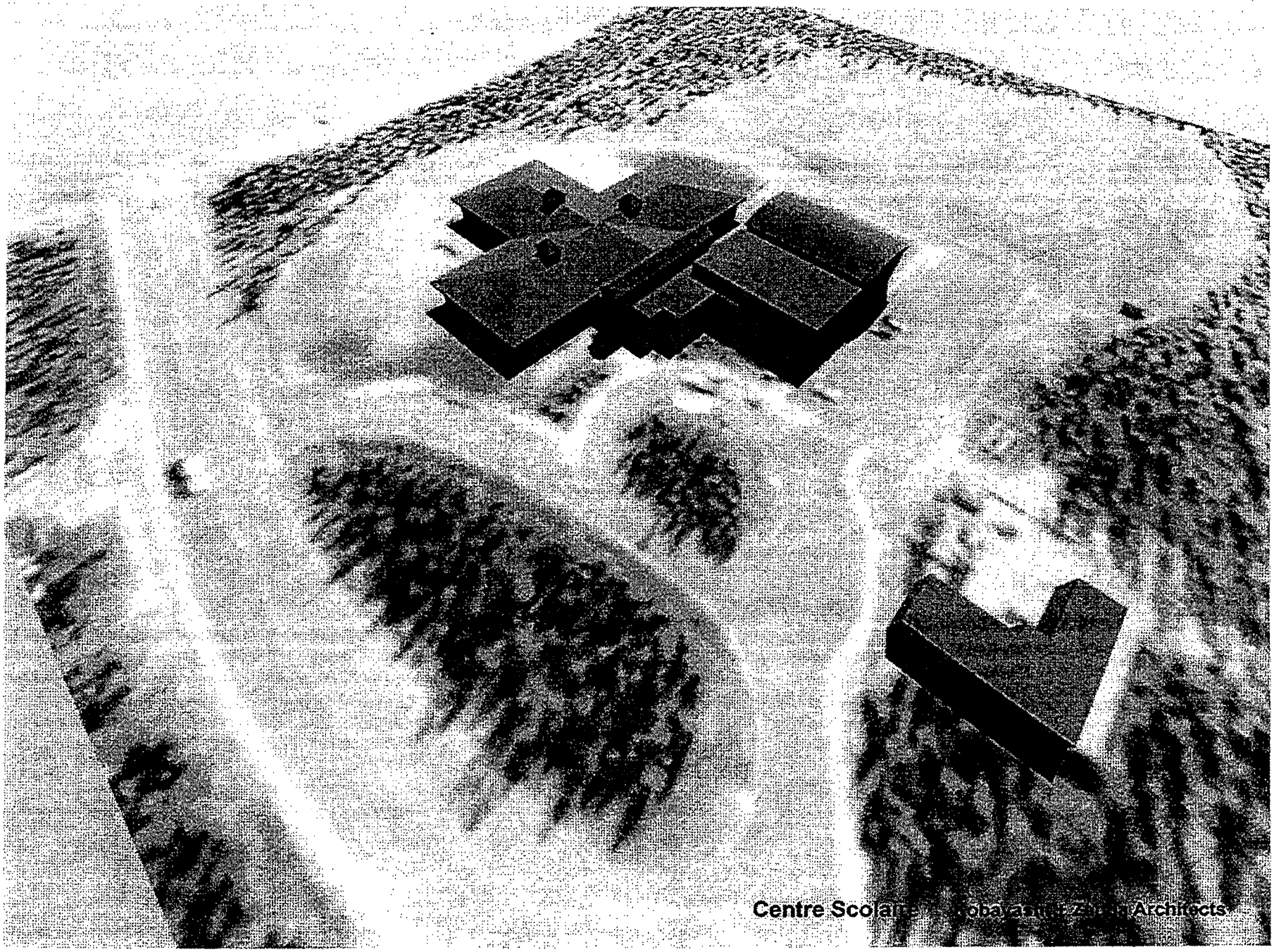
   - établir des échéanciers précis pour la mise en œuvre de l'entente (5)

   - cour demeure saisi du recours judiciaire (5)

   - émettre une ordonnance avec l'entente de règlement en annexe (5)

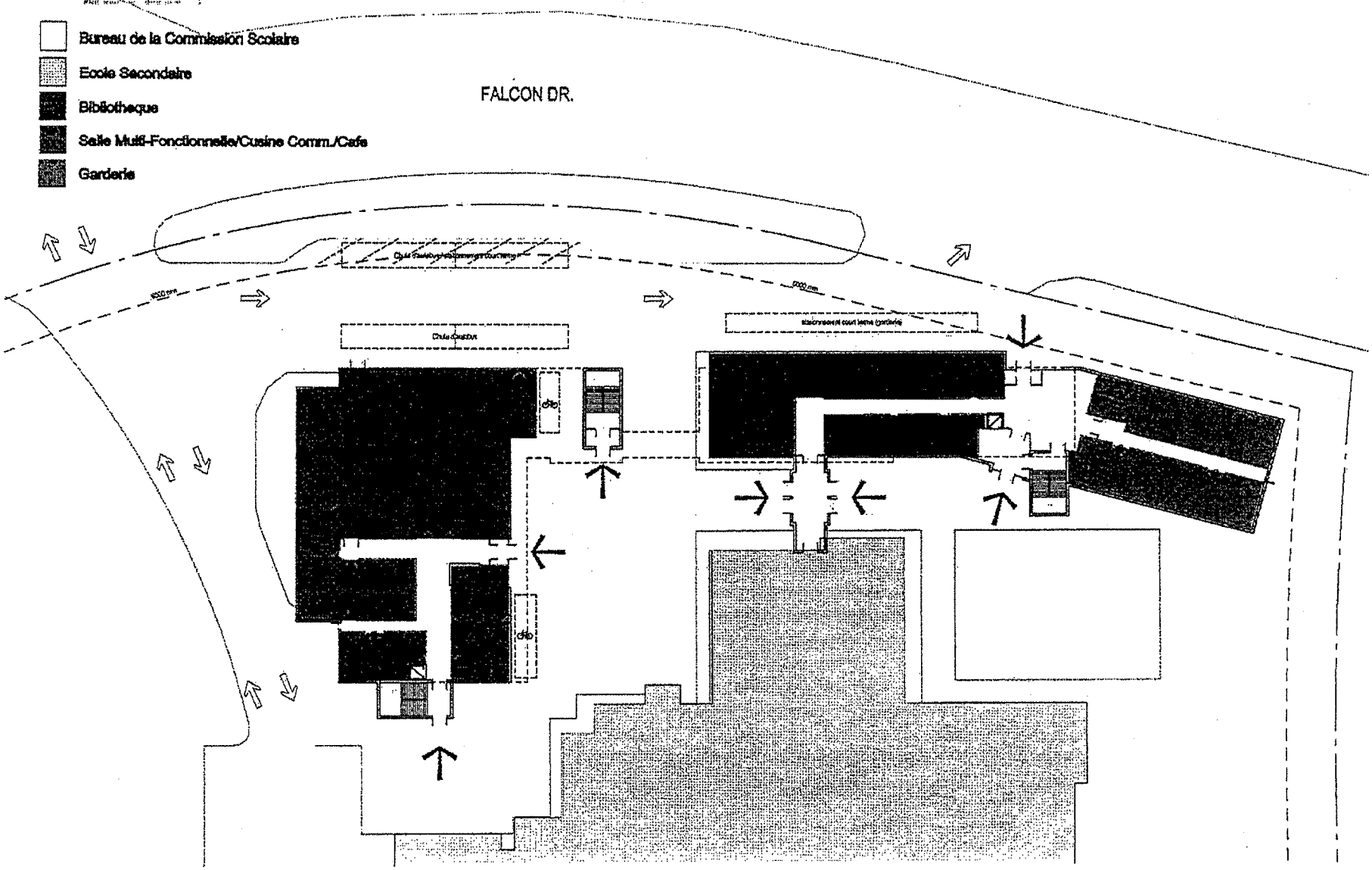
   - frais d'avocat (5)




Centre Scolaire

LEVEL 1

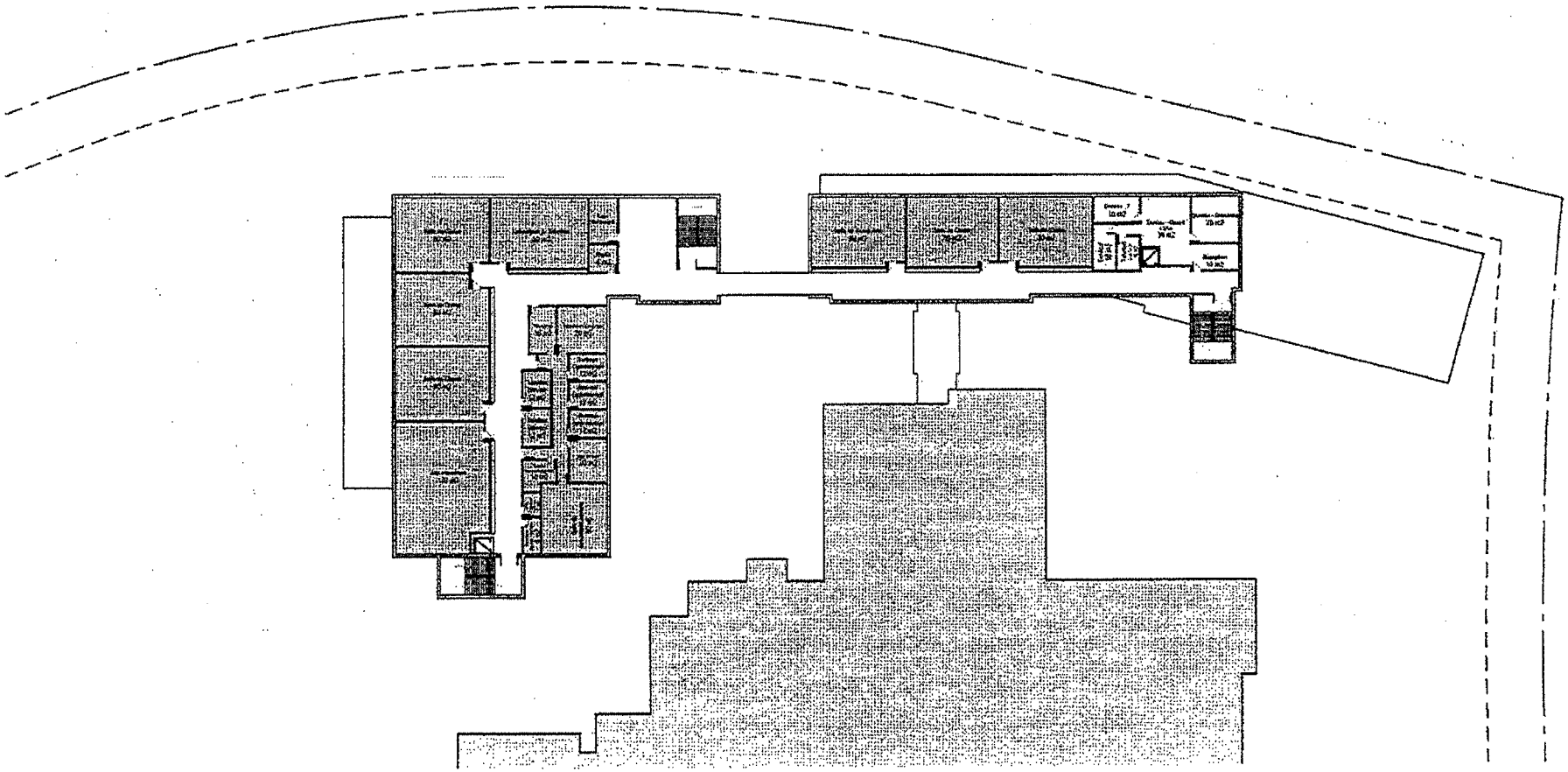
- Bureau de la Commission Scolaire
- Ecole Secondaire
- Bibliotheque
- Salle Multi-Fonctionnelle/Cuisine Comm./Cafe
- Garderie



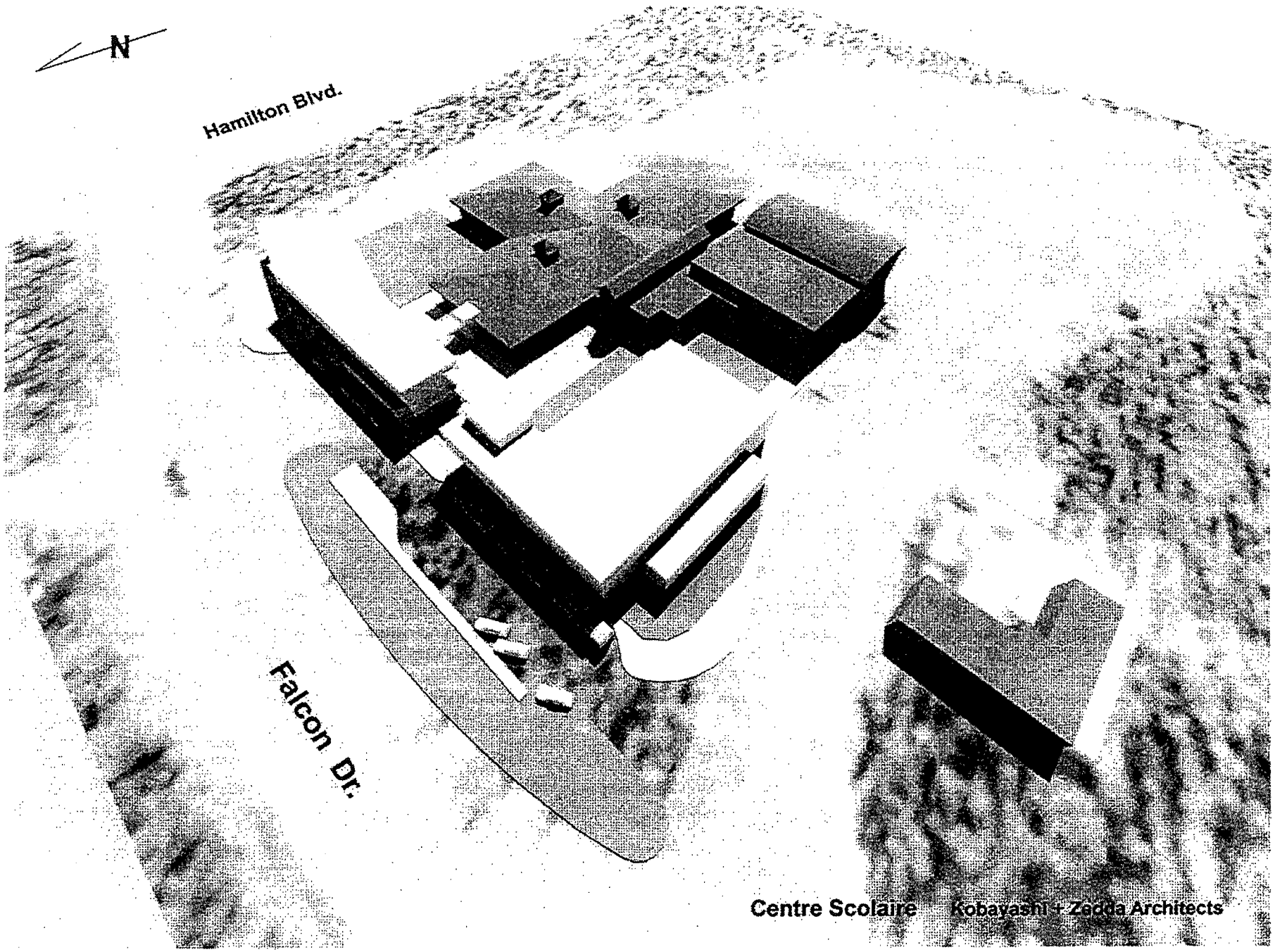
Centre Scolaire Kobayashi + Zedda Architects

LEVEL 2

- Bureau de la Commission Scolaire
- Ecole Secondaire
- Bibliotheque
- Salle Multi-Fonctionnelle/Cuisine Comm./Cafe
- Garderie



Centre Scolaire Kobayashi + Zedda Architects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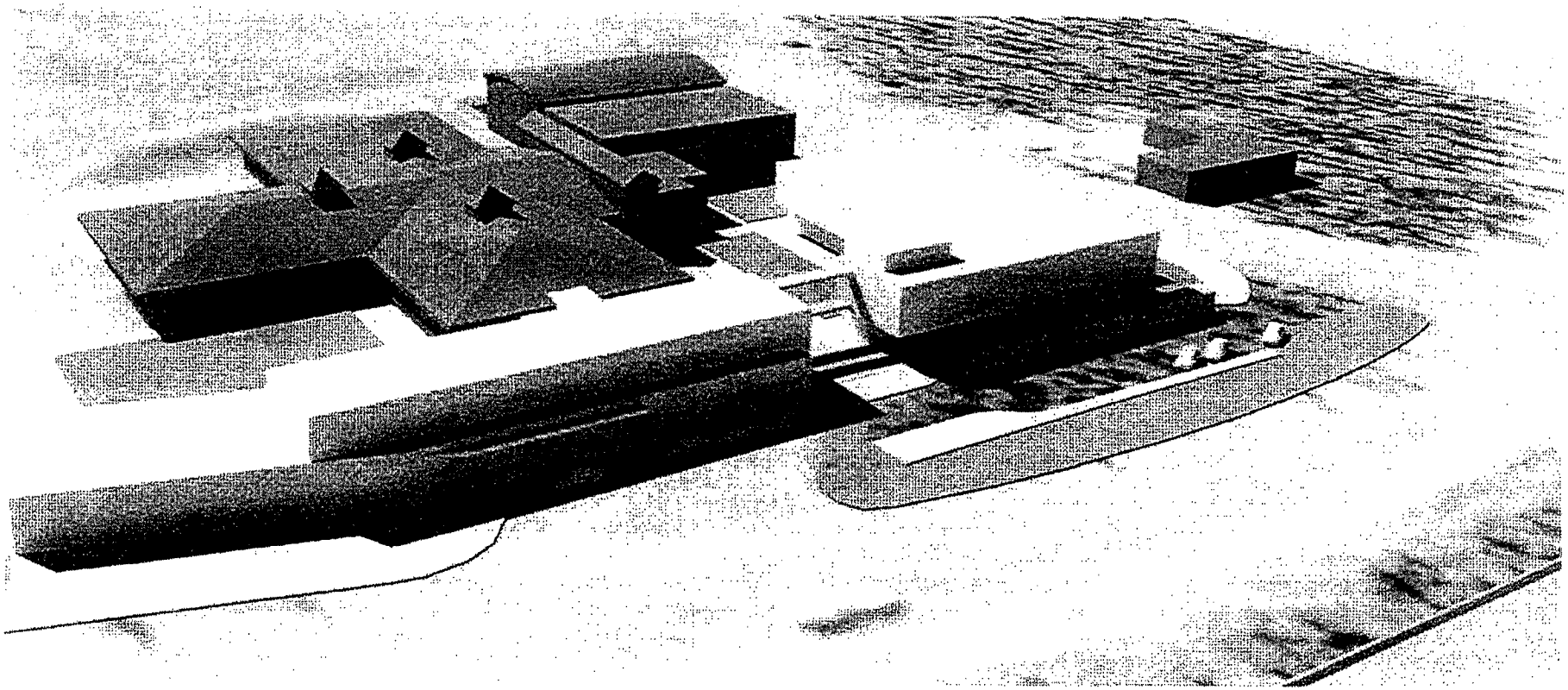
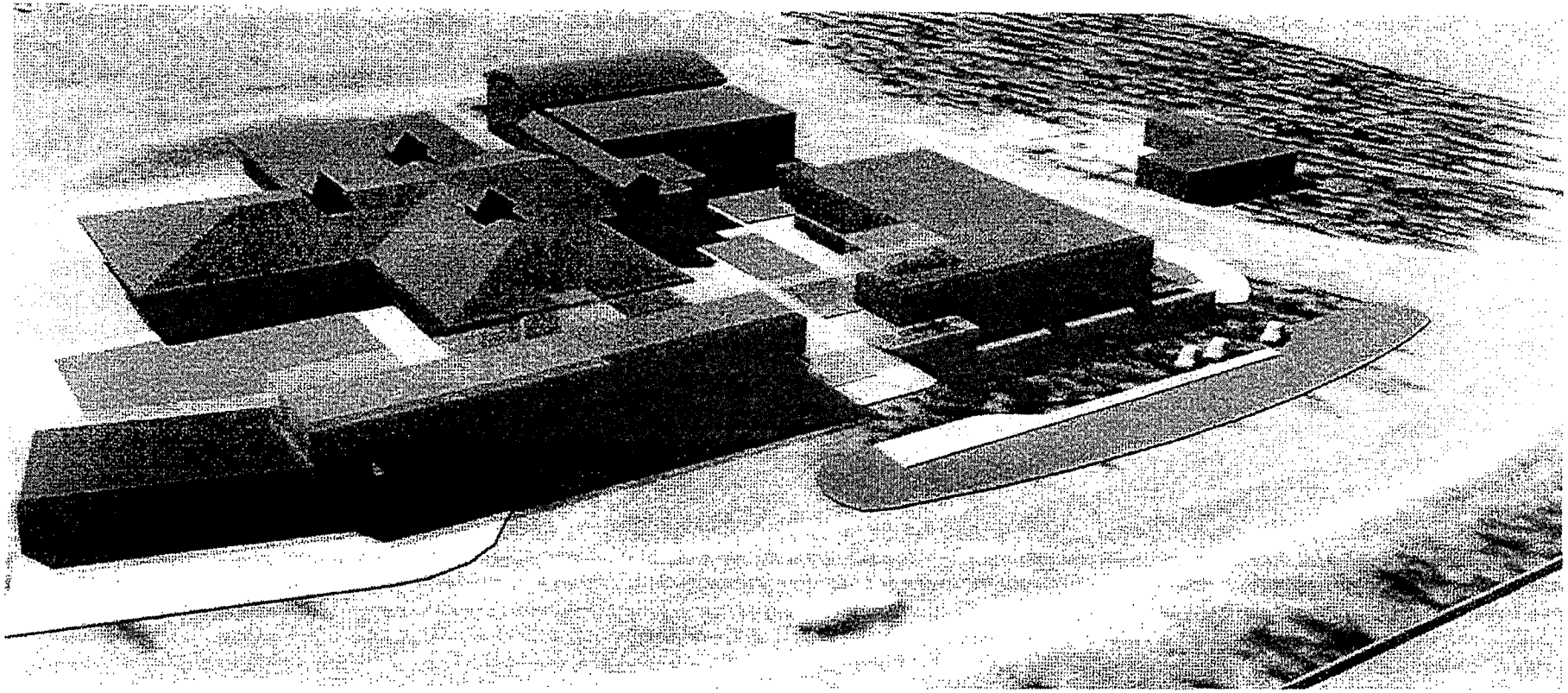
Centre Scolaire
Kobayashi + Zedda Architects

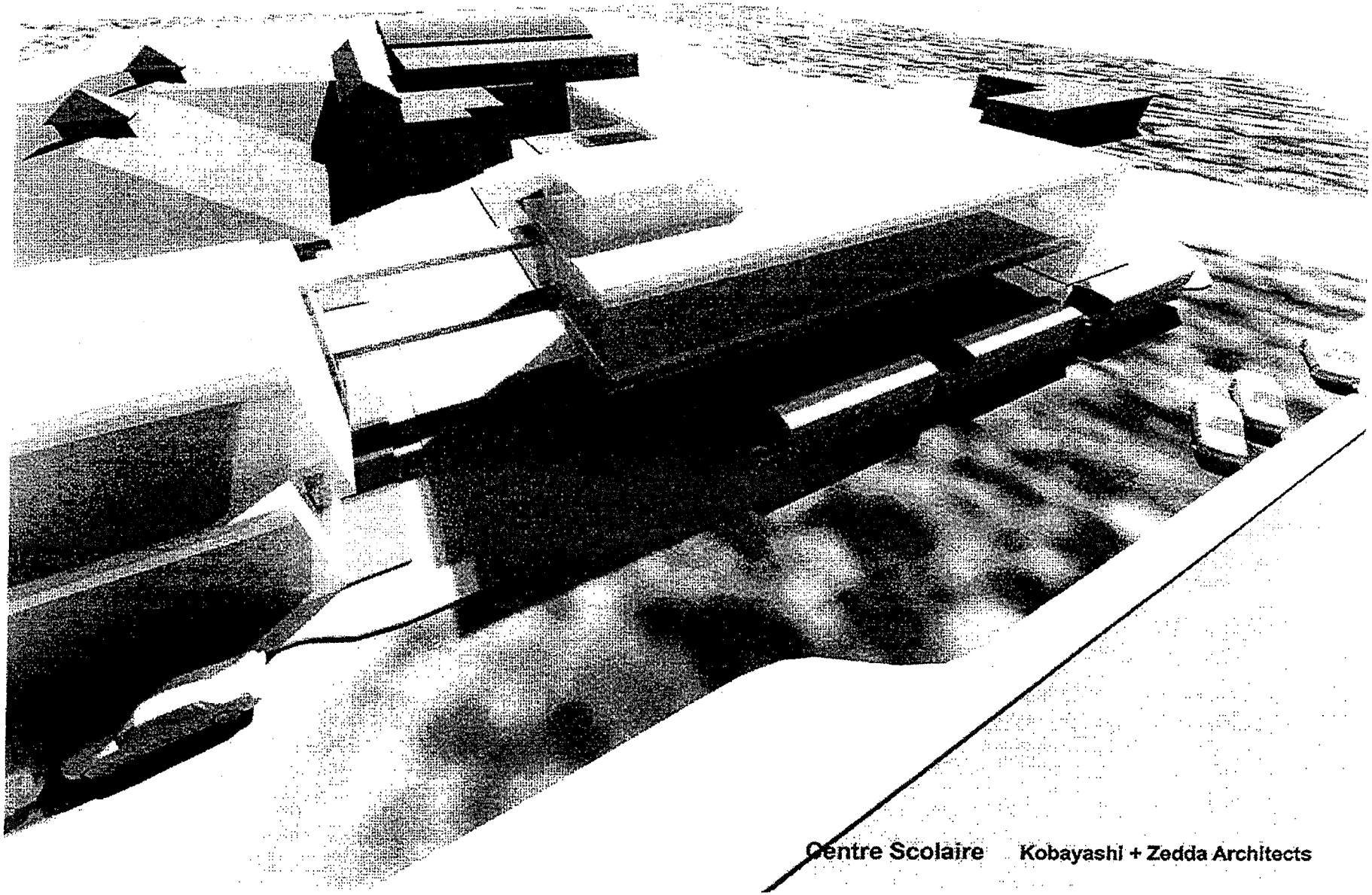


Centre Scolaire **Kobayashi + Zedda Architects**

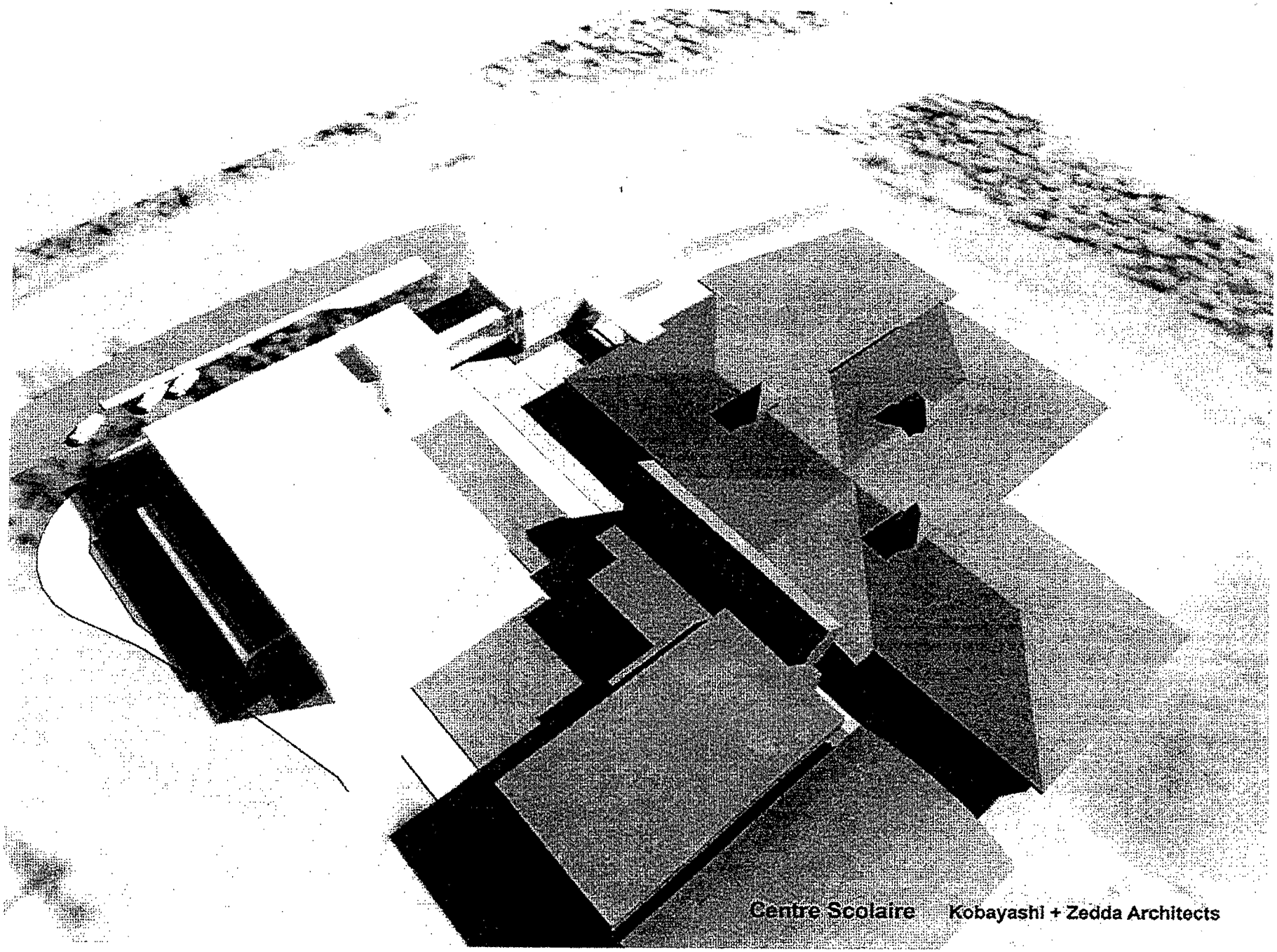


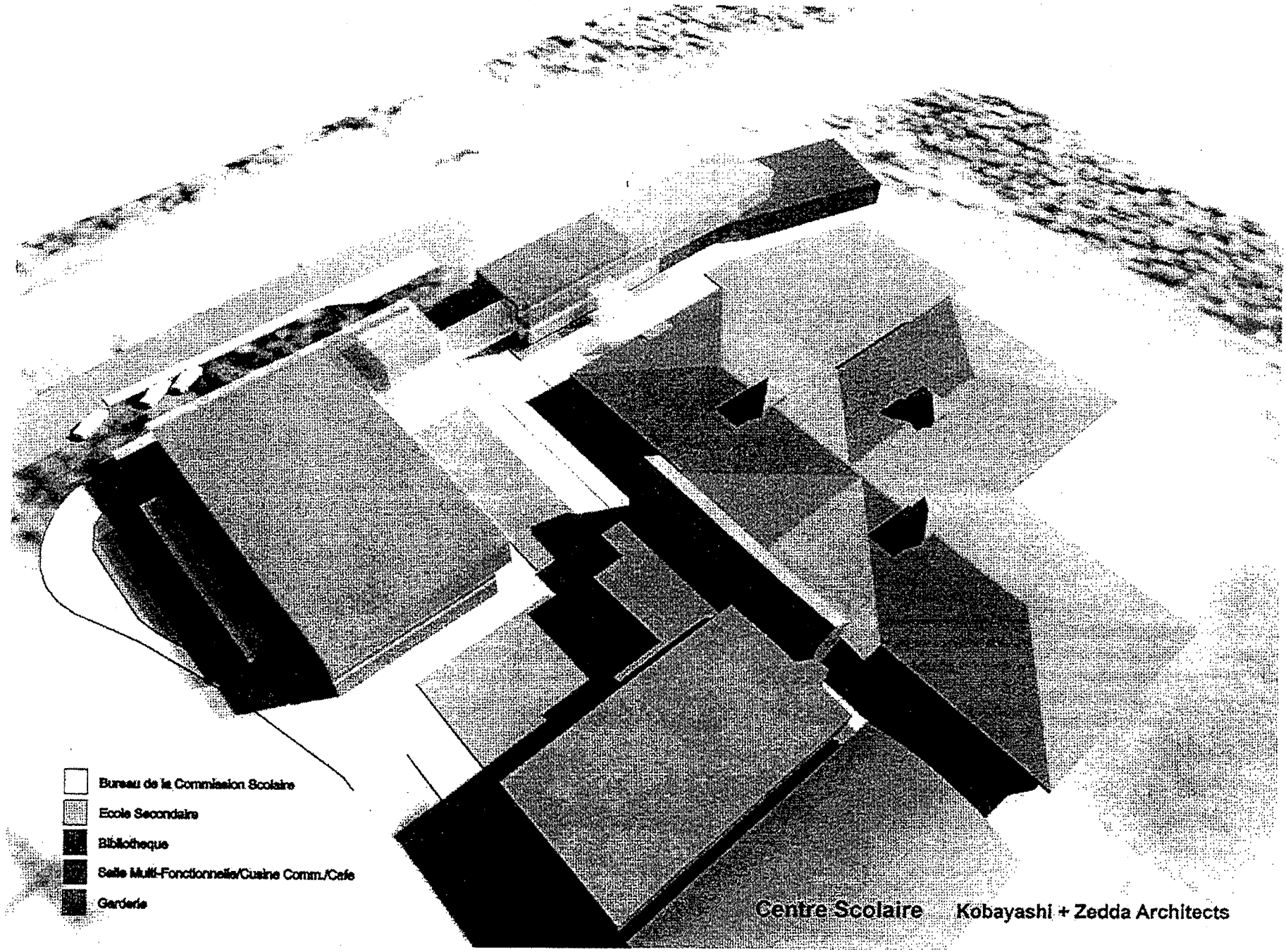
Bureau de la Commission Scolaire
Ecole Secondaire
Bibliotheque
Salle Multi-Fonctionnelle/Cuisine Comm./Cafe
Garderie

Centre Scolaire Kobayashi + Zedda Architects



Centre Scolaire Kobayashi + Zedda Architects


Centre Scolaire
Kobayashi + Zedda Architects


Bureau de la Commission Scolaire
Ecole Secondaire
Bibliotheque
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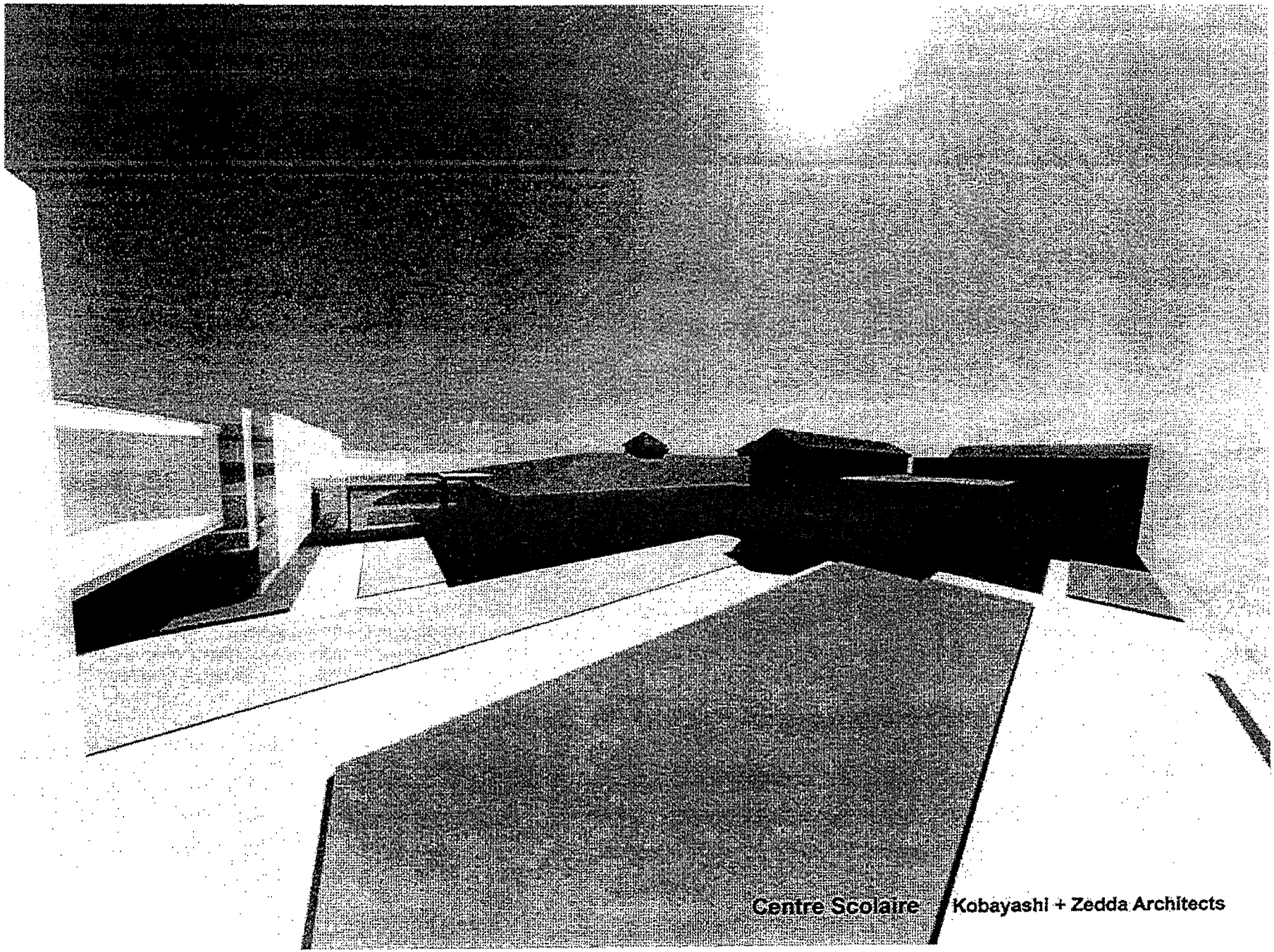
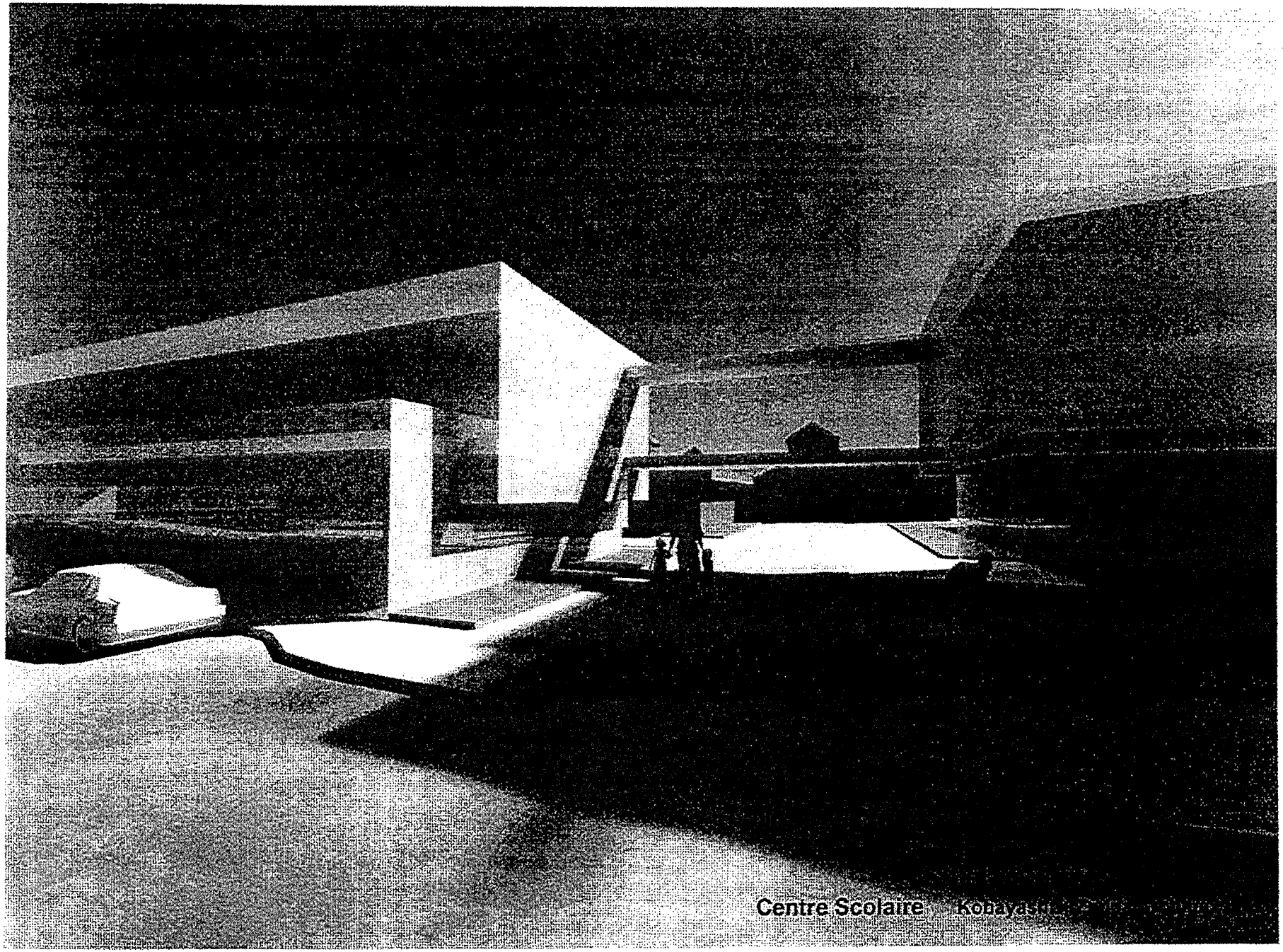
Garderie
Centre Scolaire
Kobayashi + Zedda Architects



Centre Scolaire / Kobayashi + Zedda Architects


Centre Scolaire

	Description physique				
		m2	nombre	total	Notes
	Bureau de la Commission Scolaire				deuxième étage
	Bureau - Directrice	25	1	25	fermé
	Bureau 2	15	1	15	fermé
	Bureau ouvert	9	4	36	ouvert
	Réception	10	1	10	ouvert
	Salle de réunion				partage avec la bibliothèque
	Entrepôt	10	1	10	
	Toilettes	5	2	10	
	Total commission scolaire			106	
	Ecole Secondaire				
	Entrée	15	1	15	deuxième étage?
	Réception	15	1	15	
	Directeur/Directrice	20	1	20	fermé
	Bureaux (spécialistes)	12	3	36	fermé
	Foyer	30	1	30	
	Salles de classe	80	5	400	
	Salle des beaux arts	80	1	80	
	Laboratoire de sciences	80	1	80	
	Arts industriels	120	1	120	
	Salle du personnel/cuisinette	50	1	50	
	Salle de travail	20	1	20	
	Toilletes (personnel)	5	2	10	
	Toilettes (élèves)	12	2	24	100 étudiants
	Entrepôt	15	2	30	
	Entrepôt extérieur	25	1	25	avec clôture
	Total Secondaire			955	
	Centre Culturel				rez-de-chaussée
	Bibliothèque				entrée publique
	Espace pour livres/enfants	180	1	180	20 000 livres
	Coin de lecture	40	1	40	20 sièges
	Ordinateurs	10	1	10	3 ordinateurs
	Coin d'écoute	10	1	10	
	Salle de réunion	30	1	30	partage avec la commission scolaire
	Comptoir d'emprunts	15	1	15	
	Bureau	12	1	12	
	Entrepôt	50	1	50	
	Salle multi-fonctionnelle	400	1	400	250 théâtre/150, tables en rond
	Cuisine Communautaire	100	1	100	commercialle
	Café/Bar/billeterie	30	1	30	
	Scène	50	1	50	
	k	20	1	20	
	Vestiaires	20	2	40	
	Entrepôt	30	1	30	
	Vestiaire publique	15	1	15	
	Toilettes	24	2	48	

	Garderie / petite enfance				
	Bureau	12	1	12	
	Salles	36	6	216	
	Centre de la petite enfance	30	1	30	
	Radio	9	1	9	
	Centre de la santé	10	1	10	
	Total communautaire			1357	
	Batiment général				
	Entrée Principale	30	1	30	
	Salle Méchanique	40	1	40	
	Chargement	10	1	10	
	Conciergerie	8	2	16	2 (1 par étage)
	Salle électronique	5	3	15	
	Total Général			111	
	Total			**2529**	
	Espace dessin (25%)			632.25	
	Total Centre Scolaire Communautaire			**3161.25**	
	Prix par m2			$4,000	
	Coût de construction			**$12,645,000**	
	Coût d'expertise (Architectes-Ingénieur) 11%			**$ 1,390,950**	
	Coût de projet 2%			**$ 252,900**	
				$14,288,850	

Commission scolaire francophone du Yukon

3106, 3e Avenue – Bureau 401 ? Whitehorse (Yukon) Y1A 5G1

☎ (867) 667-8680 • 🖷 (867) 393-6946 • 🖹 info@csfy.ca • www.csfy.ca

Pleine gestion scolaire

- **Financement spécial pour réparer les torts**
    - Construire une école secondaire équivalente aux écoles de la majorité (salles de classe, salles spécialisées et autres salles)
    - Classes ressources primaires/secondaires
    - Services spécialisés en français
    - Financement promotionnel (identification des ayants droits et recrutement)

- **Financement culturel**
    - Poste de coordination en intégration culturelle (écoles/communauté)
    - Poste d'agent d'animation

- **Financement égal à la majorité**
    - Ressources humaines
        - Sélectionner, embaucher et assurer la dotation d'un personnel qualifié incluant :
            - Direction générale
            - Direction de l'éducation
            - Secrétaire trésorier
            - Agent de communication
            - Direction des ressources humaines
            - Direction des installations
            - Adjointe administrative
            - Personnel enseignant
            - Personnel de soutien
            - Conciergerie
            - Personnel administratif.
        - Évaluer le personnel selon leur convention collective
        - Assurer le bon fonctionnement de l'élection des commissaires
        - Reconnaître le personnel pour leur contribution à l'amélioration de l'éducation en français au Yukon
        - Formule de dotation

- Infrastructures
  - Créer un plan de rénovation pour les installations et infrastructures
  - Créer un plan d'entretien des installations et des infrastructures
  - Déterminer les modalités d'utilisation des infrastructures en dehors des heures de classe

- Ressources matérielles

- **Financement de fonctionnement additionnel**
  - Ressources humaines
    - Développer un système d'embauche
    - Développer et maintenir un système de compilation des absences pour les membres du personnel
    - Participer au renouvellement de la convention collective en qualité d'employeur
  - Ressources financières
    - Développer, en partenariat avec le ministère de l'Éducation, une formule de financement (budget de base et budget additionnel)
    - Produire un budget qui répond aux besoins de la Commission scolaire francophone du Yukon
    - Assurer la gestion efficace des budgets
  - Ressources matérielles
    - Pour payer les livres et les manuels
    - Pour le développement professionnel en français
    - Pour payer les ordinateurs portables
    - Services spéciaux (dépistage, psychologue...)
    - Cours à distance
    - Traduction
    - Enrichissement de la langue
    - Petite enfance
    - Exogamie
    - Anglais langue première
    - Anglais langue seconde
    - Parascolaire
  - Programmation
    - Développer, évaluer et mettre en œuvre une programmation scolaire qui répond aux besoins des élèves franco-yukonnais.

Commission scolaire francophone du Yukon

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BUDGET GLOBAL - CSFY - Année financière 2010/2011

Budget de fonctionnement	ETP	$	
Opérations			
Budget opérationnel CSFY		120,000 $	
CSFY - Direction générale		129,869 $	
CSFY - adjoint		69,653 $	
CSFY - Secrétaire trésorier	1.00	100,000 $	
CSFY - Direction de l'éducation	1.00	108,000 $	
CSFY - Budget discrétionnaire - direction générale		2,000 $	
CSFY - Téléphones		6,060 $	
ÉÉT - Direction	1.00	115,000 $	
ÉÉT - Secrétaire	1.00	55,000 $	
ÉÉT - Enseignants (annexe 1)	25.00	2,541,838 $	
ÉÉT - Éducateurs	4.50	200,000 $	
ÉÉT - Suppléants		12,000 $	
ÉÉT - Bibliothèque		12,684 $	
ÉÉT - Resource Services		16,611 $	
ÉÉT - Développement du curriculum		4,965 $	
ÉÉT - Budget de l'école (déplacements, sorties, ressources, etc.)		41,937 $	
ÉÉT - Services publics (chauffage, électricité, eau, égouts, vidanges, etc.)		146,815 $	
CSFY/ÉÉT - Traduction		20,000 $	
CSFY/ÉÉT - Recrutement		indéterminé	
ÉÉT - Développement professionnel (montant indéterminé)		Indéterminé	
ÉÉT - Évaluations psychologiques (montant indéterminé)		indéterminé	
ÉÉT - Services divers fournis par MÉY (ITSS, ergothérapeute, YSIS, etc)		Indéterminé	
SOUS-TOTAL - Opérations et entretien		**3,702,432 $**	
Dépenses pour ÉÉT			
ÉÉT - Équipements		6,956 $	
ÉÉT - Rénovations		3,990 $	
ÉÉT - Budget discrétionnaire - direction		1,000 $	
SOUS-TOTAL - Dépenses pour ÉÉT		**11,946 $**	
Contrat d'entretien des immeubles (estimation de coûts)			
Services de conciergerie		120,318 $	
Entretien (services de sécurité et entretien du terrain)		161,538 $	
SOUS-TOTAL - Entretien des immeubles		**281,856 $**	
Programmation			
Développement professionnel		100,000 $	
Programme de francisation	1.00	250,000 $	
Programme de rétention et de leadership	1.00	150,000 $	
Enrichissement de la programmation		250,000 $	
Ressources/matériel pédagogique		80,000 $	
Programme d'intégration culturelle	1.00	140,000 $	
Programme animateur/formateur pour élèves avec troubles d'apprentissage		80,000 $	
Programme d'échanges maîtres-élèves		15,000 $	
SOUS-TOTAL - Dépenses en programmation		**1,065,000 $**	
TOTAL - FONCTIONNEMENT			**5,061,234 $**
Capitalisation			
École secondaire intégrée au Centre scolaire communautaire*		25,000,000 $	
TOTAL-Capitalisation			**25,000,000 $**
GRAND TOTAL			**30,061,234 $**

* les coûts reliés à la construction du Centre scolaire communautaire peuvent variés en fonction du prix du marché

01/03/2010

ANNEXE 1

Fonction	FTE
Jardin	2
Maternelle	2
1ere année	2
2e année	1
3e année	1
4e/5e année	1
5e/6e année	1
7e/8e année	2
9e/10e année	2
11e/12e année	2
Anglais	1
Conseiller pédagogique	1
Enseignant bibliothécaire	0.5
Enseignant en besoins spéciaux	1
Enrichissement de la langue	1.5
Musique et éducation physique au primaire	0.5
Musique secondaire	0.5
Orthopédagogue	1
Psychoéducateur	1
Technologie	1
Total	**25**

Primaire	10
Académie Parhélie	6
Spécialiste	9