

CPF XX BRANCH**CPF NATIONAL AND BRANCH AFFILIATION AGREEMENTS**Signed August 21st, 2022

The CPF National Bylaw No. 1 amended October 2020, incorporated a definition to introduce an additional governance document to support the understanding of the relationship between the CPF National and CPF Branches. The CPF National Bylaw No. 1 states:

The Network Affiliation Agreement is a written agreement between the National governing authority, National Board of directors, and each Branch governing authority, Branch Board of Directors under the terms that set forth the respective governance and oversight roles, responsibilities, and duties of the parties, and which is signed by the Branch President upon entering into function.

This AFFILIATION AGREEMENT ensures common understandings of the relationship between CPF National and the CPF Branches, working together as the CPF Network across Canada. It is to be signed by each incoming President on behalf of the Branch or National office. It is archived as a reference document to ensure commitment of the entity within the national Network.

The National corporation of Canadian Parents for French having the exclusive use of the name “Canadian Parents for French” may at the request of a provincial or territorial body grant the right to the use of the name or any other name acceptable to the national organization.

Unless permission has been granted by the National Board of Directors, the name Canadian Parents for French shall not be used by any other body. “Branches” refers to the provincial or territorial bodies having incorporated and been granted the exclusive use of the name Canadian Parents for French.

Governance and Legal Documents Guide the Work of the CPF Network in Fulfilment of its Mandate.

- CPF National Bylaw No.1 outlines the legal and financial requirements. Branches shall pass Bylaws and policies which are consistent with and not conflict with those of the National corporation. Any conflict between the two shall be resolved in favour of the National Bylaws.
- CPF National Policies serve as an overarching template for Branches, whose policies may differ solely regarding provincial or territorial legislation or requirements. Any conflict between the two shall be resolved in favour of the National Policies unless a piece of provincial/territorial piece of legislation states otherwise.

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- A CPF Network Strategic Plan outlines the agreed upon strategic priority areas for all entities serving within the organization.
- As a national organization, the CPF Network (Branches and National office) is party to substantial financial support for organizational capacity via contribution agreements provided by the Department of Canadian Heritage, Official Languages Support Programs Branch. These legal documents lay out the conditions surrounding the transfer of an asset from one party to the other.
- CPF Branch input to identify priorities and regional needs is sought by CPF National early in the development process of the funding application template. The core elements of the funding applications prepared by CPF National then serve as an overarching template for Branches to support a strong CPF Network professional brand and image, and whose activities may differ from each other solely regarding provincial or territorial requirements.
- Additionally, as provincially or territorially incorporated entities, CPF Branches may enter into separate legal funding agreements with their respective provincial or territorial governments, with their own legal requirements and responsibilities, and which funds flow directly to offer additional support the Branch. As part of this affiliation, CPF National takes on a role of shared risk and shared responsibility for the fulfilment of such commitments.
- There are two CPF Leadership Advisory Councils, Council of Presidents (CoP) and Council of Executive Directors (CoED), defined within the CPF Bylaw No. 1. These advisory councils bring together the respective leaders from each Branch and National to enable communication with each other and shared leadership to ensure that all strategies pursued clearly link to the common agenda and shared measures. A Terms of Reference for each Council has been developed to clarify the purpose of each council.
- The Executive Director of each Branch and National, working in collaboration through the Council of Executive Directors, prepares and submits a core programming funding application on behalf of their respective Branch or National to this funding program. The funding is distributed to the Branches by the Department of Canadian Heritage (PCH) regional coordinators as part of their National Programs Sector, Official Languages Branch.
- CPF Branches and National are required to provide regular interim and final reports on results to their regional or national PCH coordinator, according to their contribution agreements.
- Sufficient resources (human and financial) must be allocated annually within each budget to contribute to the achievement of the common goals within the agreement including the expectation of full participation in CPF Network meetings and events.

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Obligations to Each Other

The structure of CPF can be described as a centralized federation. The relationship between National and the Branches is such that National has a significant degree of control over the actions of the Branches with respect to matters that affect CPF as a whole. Each entity within the federated model of the organization has a role and a responsibility to the other.

Having incorporated and been granted the exclusive use of the name Canadian Parents for French, every Branch entity has contractually agreed to a common understanding of CPF's mission, vision, governing documents (bylaw, policies, etc.) and co-constructed guiding documents (network strategic plan, framework for collaboration, etc.) that affect CPF as a whole; and to comply with the established oversight relationship of National with Branches, such as Branch actions to report and communicate regularly as required by funders, legislation or a regulatory agency and providing copies to CPF National upon submission.

In exercising its oversight and authority, CPF National shares a reciprocal duty with the Branches, to act in good faith, which speaks to concepts of loyalty, respect, and fairness. It sets a standard to value organizational collaboration as intentional, to establish regular consultation and feedback opportunities, weaving equity, and inclusion into the fabric of our organizational culture, processes, and practices across the organization as a whole.

CPF National is charged with:

- maintaining the integrity and continuity of CPF's mandate at all levels. Maintaining integrity means primarily ensuring the brand and reputation of CPF. Continuity means speaking to the viability and continued operations of a given Branch, office, and the Network as a whole.
- upholding the mission of CPF in determining and requiring appropriate organizational performance.
- monitoring performance at all levels of CPF to ensure compliance with governing policy, legal requirements; and,
- serving as a link between CPF and its members, volunteers, and the public it serves.

CPF National agrees to:

- carry appropriate Directors' and Officers' liability insurance to protect CPF Directors and Officers, to the amount required by the insurance carrier.
- provide such services and support as the parties may mutually agree, or as are currently being provided that are necessary to allow the Branch to fulfil its mandate.

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- provide an Oversight Role:
 - Risk management and mitigation (financial, legal, insurance, tax, privacy compliance and records management).
 - Liaison with Major Funder for the development and sustainability of CPF.
 - Report a summary of the overall CPF network impact to the Department of Canadian Heritage through the collection of performance data as received from CPF Branch interim/final reports. [reworded for clarity]
- convene a special meeting with a CPF Branch Board, upon reasonable prior written notice to a CPF Branch, for the purpose of discussing any issues or concerns relating to Branch performance of its obligations in accordance with this agreement.
- provide a Coordination Role:
 - Network Strategic Plan for the development and sustainability of CPF
 - Digital technology, services, website support
 - Membership and donor services, IT Member Database
 - Volunteer screening and management, IT Volunteer Database
 - Human resources management, Personnel Records Management Database
 - Insurance, Legal and employment contract requirements
 - National public relations and advocacy strategy and media campaigns
 - National communications, information distribution systems, and crisis management protocol
- provide an Education / Support Role:
 - Organizational familiarization and Board orientation
 - Staff and Volunteer leader education and support
 - Chapter and Volunteer education and support in collaboration with Branches
 - Board assistance in completing human resources policy requirements pertaining to executive director hiring, performance reviews, employment conditions, benefit and compensation guidance, and personnel records management.

CPF Branches are charged with:

- aligning their decisions and actions with the Network governing documents.
- delivering quality regional and local programming in alignment with the pillars identified within the Network Strategic Plan and the organizational brand.
- adhering to the activity and reporting obligations outlined in funding agreements and the CPF Bylaw No.1.

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- advocacy and government relations at the provincial/territorial level as it relates to increasing access for young people to learn and use French as a Second Language.
- supporting and managing CPF Chapters that serve under the Branch jurisdiction.
- providing leadership training to CPF Chapters and supporting implementation of strategies to address advocacy issues, member engagement, youth activities and reporting.

The CPF Branch agrees to:

- remain separate and a distinct entity with its own board of directors remaining responsible for its management and governance. Its governance structure must meet the standards set out by CPF in the National Bylaw and Policies.
- share and support the same mission, vision and values and strategic plan associated with the CPF brand and the contribution agreement signed in partnership with the Department of Canadian Heritage (PCH), which are for the benefit of the Branch.
- develop strategic priorities specific to the province/territory, insofar as these are not contradictory to the Network strategic plan or organizational mission and values.
- be accountable to and involved in the Network to protect the brand of the organization as its successes and failures affect the CPF Network as a whole.
- comply with legislation or the requirements of a regulatory agency, where actions or inactions could result in legal liability for CPF.
- establish and maintain good working relationships with other constituent parts of the CPF Network, founded on trust, cooperation, collaboration, and compliance with CPF National Bylaw and Policies, and collectively strengthen the capacity of the organization.
- liaise with Major Funder via the Department of Canadian Heritage regional representative for the development and sustainability of the CPF Branch, fulfilling their reporting obligation and providing a summary of the impact of the CPF Branch within their respective province or territory.
- speak with one voice to uphold the CPF mission when representing the concerns and issues of FSL learners, while respecting Branch expertise and knowledge to address advocacy and differentiate delivery according to the needs within a province and territory.
- participate in the development of and support national strategies and campaigns, and

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support Network wide initiatives within its capacity; as well as communicate and inform members and stakeholders regularly and report to CPF National as required.

- establish and keep proper and adequate documents, books, and records in relation to its operations and activities and monies received and disbursed; and upon reasonable prior written notice, to provide access to corporate documentation and data to permit CPF, its representatives and advisors to verify that the Branch is complying with its obligations under this agreement.
- promptly accept a meeting of Branch Board convened by CPF National for the purpose of discussing any issues or concerns relating to Branch performance of its obligations in accordance with this agreement, upon receiving reasonable prior written notice.

Remedying Non-Compliance

Should either party identify any material non-compliant with this Agreement, the Operating Policies, or any other significant issue with the performance of the other party's obligations, the non-complying party shall, within sixty (60) days of receipt of written notice from the complaining party specifying the particulars of the non-compliance or performance issue, do all things necessary to correct the non-compliance or performance issues so specified, in addition to cooperating with the representatives of the complaining party in respect of any corrective actions or measures determined necessary.

- Each such notice shall be addressed to the full board of directors, include a description, a timeline for the response to and completion of the corrective actions or measures set forth therein.
- Should the non-complying party determine that the issue is not one of non-compliance but of interpretation of the underlying obligation, the non-complying party shall, within thirty (30) days of receipt of the notice, inform the complaining party of their position with respect to the non-compliance.
- Should a Branch fail to correct any non-compliance or address the performance issues identified through the process to the satisfaction of CPF, acting reasonably, then the National Board of CPF, by a special resolution, may place the Branch on probation. This decision will be communicated in writing to the Network.

Dispute Resolution

If there is a difference of interpretation about the disagreement, then either party shall provide written notice to the other party of the disagreement and their position. Both parties shall make

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good faith efforts to consult and negotiate with each other to reach a mutually satisfactory solution. While efforts would be made to have a consistent approach to all provincial/territorial Branches, it is recognized that there may be cases where a Branch may require a modification to meet the needs of the members who reside within that jurisdiction.

- If such negotiations do not resolve the dispute within a period of forty-five (45) days, then either party may submit a written notice to the other party to request that mediation take place. All costs of the mediation shall be borne equally by the parties to the dispute.
- The mediator and the terms of reference for the mediation shall be determined by mutual agreement between the parties. The parties agree that the mediation shall be conducted within thirty (30) days of the written notice, unless otherwise agreed to by the parties. The parties also agree that they will abide by the rules of mediation set out by the mediator and they will be present in person at the mediation with the authority to settle the dispute.
- If the dispute has not been resolved within ninety (90) days of receipt by a party of request for mediation or within such longer period as the parties may agree to in writing, then either party may file an action with respect to the dispute to call a Special Meeting of the Network Voting Delegates, as per the process outlined in Bylaw No.1.
- If legal proceedings are required, these will take place within the jurisdiction of the National Office in Ottawa, Ontario.

Duration of Affiliation Agreement

This Agreement will enter into effect upon signing. The Agreement will be renewed upon each new CPF Branch President entering into their position, to be signed at the conclusion of the annual CPF Branch Board Orientation facilitated by CPF National.

Termination of Affiliation Agreement

This Agreement will automatically terminate if the Branch is found to be in default in carrying out any of any material obligation under this Agreement and said default is not cured within ninety (90) days, or such longer period as may be reasonable in the circumstances to cure such default which is in the sole discretion of the non-defaulting party to determine, acting reasonably, after the non-defaulting party provides the defaulting party with prior written notice of default.

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- Any decision by CPF to terminate this Agreement with said Branch must be ratified by a special resolution of the Network Voting Delegates of CPF.

Consequences of Termination

Within sixty (60) days after the termination of this Agreement with a Branch, the Branch Board agrees to irrevocably appoint CPF as its attorney to convene a special meeting of members of the province or territory to allow them to take any necessary measures to determine successors to take over the role of Branch leadership as determined in the sole discretion of CPF National.

- The termination of this Agreement will not affect the survival of the Branch which remains viable until new directors are elected or appointed.

Review of the Affiliation Agreement

This Agreement will be reviewed by the CPF National Bylaw Committee every two years. All proposed amendments will be circulated to the CPF Network for feedback using the established 60-day feedback process with one Branch response submitted to the Chair of the Committee.

- Next review scheduled for Spring 2024, in time for approval of proposed amendments in August 2024.

This Agreement constitutes the entire Agreement between the parties with respect to all the matters herein. All headings in this Agreement are inserted for convenience of reference only and are not to be considered in the construction or interpretation of any provisions of this Agreement.

IN WITNESS WHEREOF

CPF has executed this Agreement this 21st day of August 2022 as attested to by its duly authorized signing officers.

CPF XXX Branch

Per: _____

Name:

Position: CPF Branch President

Per: _____

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Name:

Position: CPF Branch Executive Director

CPF National

Per: _____

Name:

Position: CPF National President

Per: _____

Name:

Position: CPF National Executive Director

