

## REGULATIONS

**SUBJECT: Terms and Conditions of Employment for Principals and Vice-Principals**

1. Recognition

Representatives of the Lambton Kent O.P.C District Council (LKOPC) will be the exclusive negotiating representatives for the Principals and Vice-Principals employed by the Board in all discussions concerning terms and conditions of employment and compensation. The terms and conditions of employment will apply to all Principals and Vice-Principals employed with the Board.

2. Appointment

Upon appointment to the position of Principal/Vice-Principal by the Board the employee shall remain in the position for a probationary period of two years subject to a satisfactory performance appraisal by the employee's immediate supervisor in accordance with the Provincial Performance Appraisal Legislation. At the end of the probationary period and subject to a satisfactory performance appraisal, the employee shall be made permanent in that position on a continuing basis until such time as the employee is promoted, retired, or terminated for just cause or declared redundant. For the purpose of this clause the performance appraisal of the Vice-Principal by the Principal will be submitted to the appropriate superintendent.

If, during the two-year probationary period, the Vice-Principal does not have a satisfactory performance appraisal, the Board will have the discretion of terminating the assignment, and reassigning the employee to the first available teaching position for which he/she is qualified or to an equitable Board assignment if no teaching position is available.

If during the two-year probationary period, the Principal does not have a satisfactory performance appraisal, the Board will have the discretion of terminating the assignment, and the employee will return to the first available Vice-Principal position or be reassigned to an equitable Board assignment.

In the case where a Principal or Vice-Principal returns to a teaching position, the provisions of Article 11 – Voluntary Return to Teaching shall apply.

3. Scope of Appointment

Subject to the terms outlined in this document, the duties and responsibilities of the Principal/Vice-Principal shall be those provided for in the Education Act for teachers and for Principals and Vice-Principals, and those prescribed for Principals and Vice-Principals through Board policies, regulations and administrative procedures, which the employee covenants to discharge faithfully and to the best of his/her knowledge skill and ability. Senior Administration will consult with the LKOPC District Council representatives of any change to the duties

4. Terms and Conditions

The terms and conditions of the employment of Principals and Vice-Principals, including salary, allowance and benefits, shall be reviewed by both parties, on an annual basis, effective September 1 of each year.

When promoted to a higher pay level the incumbent would be placed on the grid step producing a minimum of a two percent increase to the pre-promotion salary. The individual will advance on the grid to job rate each September 1.

5. Vacation

The Principal/Vice-Principal will be on duty every day that the school is scheduled to be open and whatever other days are necessary to ensure the school is properly prepared to operate and to run in an efficient manner.

The Supervising Superintendent or Director of Education may require the Principal/Vice-Principal to be on duty for scheduled meetings outside of regularly scheduled school days, during extended vacation periods, so long as these days are reasonable in number and lieu time is granted.

6. Leaves of Absence

The Principal/Vice-Principal may be absent from duty at his/her discretion and with the approval of the immediate supervisor for professional or personal reasons provided that he/she attends to duties during the school year as are necessary to ensure the effective and efficient operation of the school. Leaves will be granted in accordance with provisions consistent with other employee practices. Relief from teaching responsibilities will be provided in accordance with the respective teacher collective agreements.

6.1 Deferred Salary Leave

A deferred salary leave plan is in place in the Board. The Principal/Vice-Principal will be entitled to participate in this plan on a 3 over 4, or a 4 over 5, or 5 over 6 year basis.

6.2 Association Leave

The Board agrees that consideration will be given to granting a reasonable amount of leave time for the purpose of representation on the Provincial or National Principals' Association. The Director approves leave time and the Director will keep the Board informed.

6.3 Workplace Safety & Insurance

If a Principal/Vice-Principal is unable to work because of an occupational accident or industrial disease, the Board will ensure that the Principal/Vice-Principal does not suffer a net financial loss during the absence. This period of absence will not be deducted from accumulated sick leave.

7. Performance Appraisal of Principals/Vice-Principals

Regular performance appraisal of the Principal/Vice-Principal will be conducted in accordance with Provincial Regulations and the Board's Policy, Regulations and Administrative Procedures on Performance Appraisal of Staff.

8. Professional Development

It is an expectation of the Board that a Principal/Vice-Principal is responsible for his/her own professional development and for keeping up to date on professional matters pertaining to the job.

In addition, the Board will provide professional development activities that it deems necessary for Principals/Vice-Principals and other staff to participate in for the benefit of the system and these will usually be at Board expense.

9. **Discipline or Termination.**

The employment of a Principal or Vice-Principal may only be terminated:

- a) by mutual agreement between the parties;
- b) by the Principal/Vice-Principal upon written notice to the Board for termination in accordance with the acts and regulations. It is recognized that, wherever possible, termination occurs at the end of a term or semester.
- c) by Just Cause: The Board for just cause may only discipline or terminate, upon a majority vote of the Board, provided that the Principal/Vice-Principal has been given due process and been given reasonable notice in writing by the Board that such a vote is being contemplated, together with reasons therefore. The Principal or Vice-Principal who is the subject of such action will be provided an opportunity to make presentation to Senior Administration with representation and to the Board prior to the final decision of the Board.
- d) by the Principal/Vice-Principal returning to teaching in accordance with Regulation or Section 11 of this document.

10 (a) **Redundancy**

In the event that a Principal/Vice-Principal position ceases to exist due to any reason, the employee who had that position will be entitled to another administrative position within the panel.

During the time in any other assignment with the Board, the redundant person shall continue to receive compensation as though in the position from which the redundancy occurred.

10 (b) **Recall Process**

The Board agrees to the establishment of a Recall Pool for Principals and Vice-Principals.

- i. The Principal/Vice-Principal will be placed in the appropriate pool if the Principal/Vice-Principal is identified as redundant.
- ii. Recall will be based on seniority.
- iii. There will be four pools established with a seniority list based on the length of service as Principal/Vice-Principal with the Board or predecessor boards.
- iv. Principals declared redundant shall be placed in the Vice-Principal pool at the top of the Vice-Principal seniority list in order of seniority as a Principal, in addition to being in the Principal pool.
- v. In cases of equal seniority on the first criterion then the tie breakers shall be:
  1. Length of service as Principal and Vice-Principal with any board.
  2. Length of service as teacher in the Lambton Kent District School Board or predecessor boards.
  3. Length of service as teacher in any board.
  4. By drawing lots.
- vi. Persons in the Recall pool will be given the opportunity to be recalled before any person from presently existing eligibility pools is offered a position or anyone is hired from outside the Lambton Kent District School Board.
- vii. When a Principal/Vice-Principal position becomes available, the position will be offered to one of the Principal/Vice-Principal who holds the five most senior positions in the pool.

The position will be offered to the person who best suits the profile developed for the particular school where the position is available.

- viii. If the incumbent Principal/Vice-Principal is one of the five most senior persons, this will be a factor in the decision making process.
- ix. Positions offered to Principals and Vice-Principals in the pool will be subject to the efficient operation of the educational system and take into account normal guiding principles for a transfer such as geographic factors.
- x. The Board agrees to recognize the administrative time accumulated by the Principal or Vice-Principal who makes an election to return to teaching so that when the Principal or Vice-Principal is returned to a school administrative position, he or she will be credited with those prior administrative years for salary and seniority purposes. While Principal or Vice-Principal seniority will not accrue while in the pool, the time spent in the pool will not disentitle Principals and Vice-Principals to have their prior administrative time taken into account for placement on the salary grid and seniority list.

#### 11. Voluntary Return to Teaching

Subject to the provisions of The Education Act or Regulations made under the Act, an appointed Principal/Vice-Principal who voluntarily decides to return to a teaching position will be assigned to the first available teaching position for which the Principal/Vice-Principal is qualified and willing to accept. The availability of teaching positions would be subject to redundancy and surplus provisions in the teachers' collective agreements. If the employee should be declared surplus as a teacher because of having little seniority after returning to teaching, the Board will assign the teacher to administrative or consultative duties for which the employee is qualified until such time as an appropriate teaching position becomes available.

#### 12. Transfers

Following consultation with the Principal/Vice-Principal, Senior Administration may:

##### 12.1 Permanent Transfer or Reassignment

- a) The Principal/Vice-Principal may be transferred or reassigned to a different administrative position and/or school within the Board District at any time by mutual agreement.
- b) The Board may unilaterally transfer the Principal/Vice-Principal to a different administrative position and/or school on the following conditions:
  1. The place of work of the new location or school shall be within the predecessor Board except through mutual consent;
  2. It may transfer the Principal/Vice-Principal to a position commensurate with his or her qualifications, experience and abilities; and
  3. It shall pay the Principal/Vice-Principal at his or her current rate of salary and benefits or the rate of salary and benefits of the new position, whichever is the higher.
- c) The Principal/Vice-principal may at any time request a transfer or reassignment to another position and/or school and the Board shall make every reasonable effort to accommodate the request.
- d) Unless otherwise agreed by the Principal/Vice-Principal and the Board where a transfer or reassignment occurs under the Terms and Conditions of employment outlined in this document, the terms and conditions shall continue to apply to the new appointment.

### 12.2 Temporary Transfer or Reassignment

- a) The Principal/Vice-Principal may be reassigned temporarily to a position of Acting Principal or Vice-Principal to replace the incumbent for the duration of a projected absence.
- b) The Principal/Vice-Principal may be temporarily transferred, with his or her consent, to other duties within the Board District at any time.
- c) In either of the above circumstances, the Principal/Vice-Principal shall be at his or her current rate of salary and benefits or at the new rate of salary and benefits, whichever is higher.

### 13. Indemnification

The Board agrees to indemnify the Principal/Vice-Principal and former Principal/Vice-Principal against all costs, charges and expenses, including legal fees and disbursements, actually and reasonably incurred by him/her in connection with the investigation, prosecution and resolution of any charge, claim, complaint, action or other legal proceeding ("the Proceeding") to which the Principal/Vice-Principal is or may be a party by reason of being a Principal and/or Vice-Principal, provided that the Principal/Vice-Principal was acting within the scope and course of his/her employment during those events causing the Proceedings and further provided that in the case of a criminal Proceeding, the Principal/Vice-Principal has reasonable grounds for believing that his/her conduct giving rise to the criminal Proceeding was lawful.

- a) The Principal/Vice-Principal shall have the right to retain his/her own legal counsel with respect to a Proceeding described in paragraph above.
- b) If the Principal/Vice-Principal is the victim of a crime or a witness to a crime which arises during the course of, or as a result of his/her employment with the Board, the Principal/Vice-Principal may, after first obtaining approval from the Board, retain a lawyer to advise and assist him/her and the Board shall pay for all legal fees and disbursements reasonably incurred in connection with the advice.

### 14. Amendments Due to Inconsistency with the Education Act or Laws

These Terms and Conditions shall specifically be considered to be subject to the provisions of the Education Act and any Regulations or Ministerial Order made there under. Should any conflict exist between these Terms and Conditions and the Act, then the Act shall take precedence.

In the event that amendments to the statutes and regulations, including but not limited to the Education Act, affect these terms and conditions, the appointed representatives of the Board and the Principals/Vice-Principals shall meet to discuss the changes required to comply with the amended legislation.

### 15. Qualifications

As a condition of employment the Principal/Vice-Principal shall maintain membership in the Ontario College of Teachers and must, as a condition of employment, hold a valid and subsisting Certificate of Qualification issued by the College of Teachers pursuant to the Education Act and the Ontario College of Teachers Act, S.O.1996, C.12, as amended, and any regulations made there under.

Should the Certificate of Qualification be cancelled, revoked, or suspended by the Ontario College of Teachers, the Principal/Vice-Principal may be terminated pursuant to Section 9(c) of this agreement.

## 16. Dispute Resolution

In the event of a dispute concerning the interpretation, application or enforcement of these Terms and Conditions the Principal/Vice-Principal may seek resolution of the dispute through the following steps.

Step 1 Appeal to the appropriate supervising Superintendent for a decision.

Step 2 Failing resolution at Step 1 the Principal or Vice-Principal can elect to meet with the appropriate Superintendent and the Superintendent of Human Resources and an O.P.C. Provincial and or local executive representative or representatives of his/her choice to attempt to find a suitable resolution.

Step 3 - Failing resolution at this step the area Supervisory Officer shall take the issue before the next Executive Council meeting where a decision will be made on the issue. All documentation gathered during the investigation will be shared with Executive Council to assist them in making the best possible decision.

Step 4 Failing resolution at this step, the Principal or Vice-Principal can elect to meet with the Trustees Committee of the Board, the Director or his/her designate and O.P.C. Provincial and or local executive representative or representatives of his/her choice to attempt to find a suitable resolution. Their written decision shall be received within 10 days following the presentation.

Step 5

a) Where the Principal or Vice-Principal remains dissatisfied, and has the support of the LKOPC District Council in matters concerning the interpretation, application or enforcement of the Terms and Conditions (except termination), the District Council and Board shall participate in a mediation process until they reach a decision that is acceptable to both parties. The Board and LKOPC District Council shall mutually select an appropriate person with educational and/or industrial relations experience to conduct the mediation. The cost of the mediation will be shared equally by both parties.

b) In matters relating to the termination of employment of a Principal or Vice-Principal (Article 9c), the Principal or Vice-Principal at Step 5 may request the appointment of an arbitrator to determine whether he/she was wrongfully dismissed. A decision to proceed to arbitration is in lieu of a wrongful dismissal action in the courts, and it is understood and agreed that once an Arbitrator has been appointed, access to the courts is irrevocably forfeited. The Arbitrator has the power to subpoena witnesses, to order production of evidence and may determine damages. The Arbitrator's decision is final and binding.

## 17. Negotiation Impasse

It is of mutual interest to conduct discussion/negotiations in good faith and any changes to the terms and conditions would be of mutual agreement.

In the event of an impasse in negotiations with the Superintendent of Human Resources and his/her committee, the LKOPC District Council may,

Step 1 Request that the issue(s) in dispute be brought to the Director's Council meeting for a decision by senior Administration.

- Step 2 Failing a resolution at Step 1, the LKOPC District Council may request that the issue(s) be brought to the Trustees of the Board with presentation by the LKOPC representatives and/or representatives from the provincial OPC.
- Step 3 Failing a resolution at Step 2, and the parties remain at an impasse with regard to the negotiation of one or more contract terms, the Board and LKOPC shall participate in a mediation process until they reach a decision that is acceptable to both parties. The Board and LKOPC District Council shall mutually select an appropriate person with educational and/or industrial relations experience to conduct the mediation. The cost of the mediation will be shared equally by both parties.

#### 18. Retirement Gratuity

Retirement gratuity for employees enrolled in the Teachers' Pension Plan.

The terms of this article remain in force until altered.

- Sick Leave Credit Gratuity will be calculated and paid when a teacher retires from employment of the board on pension under the Ontario Teacher's Pension Plan.
- The maximum amount of gratuity paid under the Education Act is fifty per cent (50%) of the annual salary.
- the amount of the sick leave credit gratuity shall be calculated as follows:

$$\frac{A}{200} \times \frac{B}{20} \times \frac{C}{2} = \$ (\text{retirement gratuity})$$

A = Cumulative Sick Leave to a maximum of two hundred (200) days at time of retirement.

B = Years of service with the Board or its predecessors to a maximum of twenty (20) years.

C = Annual salary at time of retirement.

- Provided the Member advises the Board of his/her intended retirement by December 31 of the year prior to retirement, the allowance upon request may be paid as soon as practical after the retirement. If the Member does not advise the Board by December 31, the allowance provided under this section may be paid in a single installment in the first month of the calendar year following retirement or death, unless the Board of Education and the recipient agree upon an alternative method of payment.
- If death occurs before retirement, and
  - the Principal/Vice-Principal was eligible to receive a pension under the conditions of the Ontario Teachers' Pension Plan,
  - was age 50 or older and had at least 30 years of teaching service, or
  - whose age and service total 85 years then a gratuity shall be paid in a lump sum to the estate of the deceased.
- If commuted value is selected from his/her Ontario Teachers' Pension in the calendar year preceding the attainment of the 85 factor, the retirement gratuity will be paid.

19. Extra Degree Allowance

For persons already receiving an extra degree allowance under predecessor board agreements, the allowance(s) will continue at the rate of \$800 per year.

Any Principal/Vice-Principal presently, or by June 1, 2001, enrolled in an extra degree program will receive the allowance they would have received upon completion of the program, having supplied proof of attainment of the extra degree.

One-time payment in accordance with the following:

Master's Degree or equivalent	\$ 800
Doctorate Degree	\$1200

Implementation Date: April 25, 2000  
Revised: October 23, 2001  
Revised: August 29, 2006  
Revised: June 14, 2011

Reference: LKDSB Policy P-OP-400- Conditions of Employment for Management and Non-Union Employees Including Principals and Vice-Principals  
LKDSB Regulation R-OP-400.4 Salary Continuation – Reassignment  
LKDSB Regulation R-OP-400.2 Terms and Conditions of Employment for Principals and Vice-Principals  
Ontario Regulation 90/98 Principals and Vice Principals – Redundancy and Reassignment  
Ontario Regulation 234/10 Principal Performance Appraisal