

You aced the interview.

Your passion for **leadership** shone through, and you're primed to take on a **new role**.

Now you have a **contract** in your hand: what's your **next step**?

For many BCPVPA members – especially those new to their role – it may be a case of sign-and-file. Every Principal and Vice Principal in British Columbia has a **Contract of Employment**, or a **Personal Service Contract of Employment**, which defines their service relationship with their employer, the school district's Board of Education. Before commencing employment in the role, a Principal or Vice-Principal should have the opportunity to review and sign their individual contract. But what does it take to understand the terms and conditions that define the employment relationship? When it comes to personal service contracts, language matters.



What is a Contract?

We all have a general idea of what a contract is: parties to a contract deliberate, and the result is a document that defines the employment relationship over a period of time. But a Contract of Employment is a broad term that includes individual contracts of employment; general terms and conditions of employment (often referred to as an Employment Plan or Appendix); and letters of appointment. ***Do you know what your contract says, and what the words mean?***

Personal Service Contracts: Implied Terms

All contracts, including those that define the employment of Principals and Vice-Principals, have both implied and expressed terms and conditions. The *duty of honesty* is an implied term that does not need to be spelled out in writing. Principals and – to a lesser extent – Vice-Principals have a statutory

right and obligation to perform supervisory, management and administrative duties outlined within the School Act and in accordance with Board policy. Contracts often reference these rights and obligations, but they can be implied as contracts cannot be inconsistent with, or in violation of, relevant legislation or the law. In this respect, the interests of the Board and of the Principal or Vice-Principal are well defined and should be aligned.

Personal Service Contracts: Expressed Terms

One area where the interests of the Board and those of the Principal or Vice-Principal can diverge is the definition of the employment relationship through expressed terms and conditions. According to statute, Principals and Vice-Principals have equal status when defining the employment relationship in contract matters, in disputes over terms of the contract and in the resolution of disputes. The BC Public School Employers' Association (BCPSEA) Policy 95-06: Compensation and Employment Standards For School District Employees Not Subject To A Collective Agreement states that *'Terms and conditions of employment must be open for review and negotiations on a regular basis at least once every five years or at the request of either party.'* The use of the term negotiations is deliberate in this instance, to give authority to both parties of the contract.

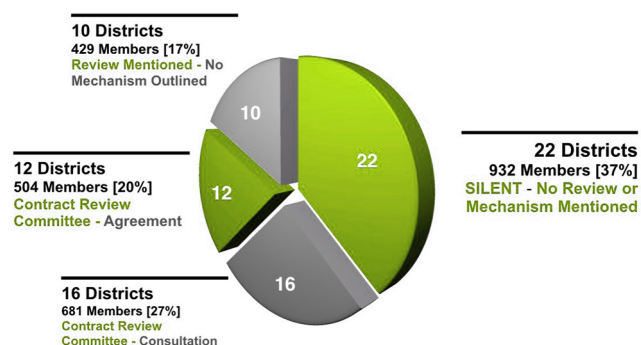
Definition of Parties

A key intent of BCPSEA Policy 95-06 is to ensure consistent compensation and employment administration practices across the province.

In order to meet the spirit of Policy 95-06, every Principal and Vice-Principal employment contract needs to define the parties ("either party"). All contracts define the Board as one party to the contract while only **32 of 60** standard contracts reference the local association, and only a handful of those 32 contracts name the local association as a 'party' or signatory to the contract.

Contract Review Mechanism

BCPSEA policy mandates that terms and conditions must be open for 'review and negotiations' on a regular basis. In order to meet this directive, contracts must define the process by which terms and conditions will be considered, defined and amended through an articulated Contract Review Mechanism.

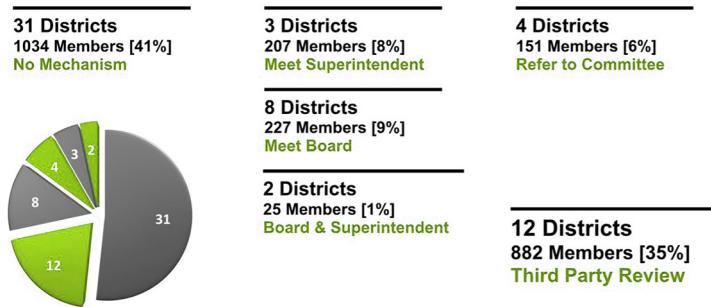


Despite the fact that the intent of the BCPSEA Policy is to establish consistent employment administration practices, a wide variety of language exists in contracts across the province, ranging from a committee comprised of both parties that must agree to contract changes (**12 of 60**); to a committee comprised of both parties where the employer consults with the members of the Principals' or Vice-Principals' team (**16 of 60**); to contracts that are silent on a Contract Review mechanism (**22 of 60**).



Dispute Review Mechanism

There are points in a contract negotiation where parties are not able to reach agreement or differ on the interpretation of an item in the contract. For this reason, it is important to include dispute resolution language in all 60 School District Principal and Vice-Principal contracts so that the parties can resolve their differences fairly and efficiently while maintaining positive relationships. Currently, there are eight general variations of dispute resolution appearing in district contracts, ranging from contract disputes that go before the Board or the Superintendent to disputes that end at binding arbitration. **Sadly, more than half of the contracts are silent on dispute resolution.** A fair and equitable dispute resolution clause would be one that is established in contract language, and that ultimately resolves



the dispute with the involvement of a defined neutral third party who is outside the employ of the school district.

Considering Local Realities

Contracts need to be considered in their entirety: they are a result of discussions over time, and in a place that has local contextual realities. For example, some contracts may include a moving allowance for Principals or Vice-Principals who are assigned to a community which is a predetermined distance from where they currently work. This clause is an important element in some geographic areas but would not be necessary in a metro school district.

Another clause that reflects local realities is professional development allocations. There is a correlation between distance from major urban centers and the value of professional development funding, operating on the premise that it is more costly for Principals and Vice Principals to engage in professional development when travel is involved.

SO: how well do *you* know *your* contract?

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SAVE THE DATE

2019 BCPVPA Connecting Leaders: Cultivating a Climate of Leadership
Penticton Lakeside Resort and Conference Centre
October 24 – 26, 2019
Keynote speakers Peter DeWitt, Gabrielle Scrimshaw, Dr. John Chenoweth
bcpvpa.bc.ca/connectingleaders

the Contract Dating Game



Getting to know your **contract can be as important as some of the big relationships in your life: do you know your terms of employment well enough to answer these questions?**

Let's see how you do:

Don't overthink! Read and react to these statements, then find the answers on the following pages
Have a contract question? Send a message through our [Contacts page bcpvpa.bc.ca](https://bcpvpa.bc.ca)

1

Do I enjoy the same contractual rights and benefits as the teachers that I supervise?

2

Where would I find a description of the roles and responsibilities of a Principal?

3

Does a Vice-Principal have the same authority as a Principal?

4

Is a Principal / Vice-Principal free to speak their own mind about matters relating to teaching, learning and the business of their school?

5

Can I return to the bargaining unit (teaching) if the school district decides not to renew my contract or terminates my contract on a without cause basis?

6

Does a Principal / Vice-Principal enjoy a better benefit plan than the teachers that they supervise?

7

Do the TRB Standards apply to all certificate holders in British Columbia including teachers, Principals, Vice-Principals, Directors and Superintendents?

8

What happens if I am unable to work because of illness or injury, and run out of sick leave before qualifying for long term disability (LTD) benefits at the 120 day elimination period?

9

I am planning to start a family: do I have the same maternity benefits as the teachers that I supervise?

1

Do I enjoy the same contractual rights and benefits as the teachers that I supervise?

Principals' and Vice-Principals' employment provisions are limited to the provisions in their personal service contracts with minimums set by the Employment Standards of B.C. Section 20(2) of the School Act exempts Principals and Vice-Principals from collective bargaining under the Labour Code - *A principal, vice principal or director of instruction is not an employee within the meaning of the **Labour Relations Code*** and therefore is not subject to the provisions or protections of a collective agreement.

2

Where would I find a description of the roles and responsibilities of a Principal?

The role of Principal and, to a lesser extent, Vice-Principal is defined in the School Act. Regulation 5 of the Act outlines the "powers and duties" and states that a Principal exercises paramount authority within the school in matters concerning the discipline of students. Local Board policy further defines the role of Principal and serves to operationalize the School Act. Some school districts create a job description for the role which serves to consolidate the roles and responsibilities in an easy to reference document.

3

Does a Vice-Principal have the same authority as a Principal?

No. Vice-Principals do not have the same authority as the Principal. The School Act provides foundational elements of the role of Principal and allows the Principal to delegate authority to the Vice-Principal. The role of the Vice-Principal is largely defined by what the Principal specifically authorizes them to do. Many school districts further define the role through a job description. It is important for administrative teams to develop a 'roles and responsibilities' chart for the Principal and Vice-Principal for the purposes of communication and to clearly delegate authority.

4

Is a Principal / Vice-Principal free to speak their own mind about matters relating to teaching, learning and the business of their school?

No. Principals and Vice-Principals have a Fiduciary obligation to their employer, the Board. This means that the Board has placed the utmost of trust and confidence in the individual who has an obligation to maintain absolute loyalty to the Board, and who will not undertake anything that detracts from or goes against the wishes of the employer. A Principals' or Vice-Principals' words and actions must be aligned with the Board's interests ,therefore they must act at the will of the employer at all times.

5

Can I return to the bargaining unit (teaching) if the school district decides not to renew my contract or terminates my contract on a without cause basis?

Yes. When terminating other than for cause, Section 21 of the School Act states that the Board **must** offer the Principal, Vice-Principal or Director of Instruction **a teaching position** in the school district **before** the expiry of the contract or the effective date of the dismissal.

6

Does a Principal / Vice-Principal enjoy a better benefit plan than the teachers that they supervise?

No. In the vast majority of school districts, Principals and Vice-Principals do not have better benefit plans. Teachers in most school districts moved to a provincial benefit plan as part of the resolution of the last collective bargaining exercise. This plan was phased in over time and is, in most cases, far superior to Principal and Vice-Principal benefit plans which remain a locally defined benefit. Pharmaceutical plans are one area that Principals and Vice-Principals generally have better language because they benefit from an open formulary which covers most drugs, whereas teachers have moved to a defined pharmaceutical plan which means that drugs must be on a list in order to be covered. BCPSEA's 2014 Risks, Realities and Rewards recognizes that Vice-Principals are recruited from the teaching ranks, therefore the Employment Value Proposition and Total Rewards Model must work to attract these candidates. We anticipate benefit improvements in the areas of extended health and dental in the near future, however teachers currently enjoy better benefits than Principals and Vice-Principals.

7

Do the TRB Standards apply to all certificate holders in British Columbia including teachers, Principals, Vice-Principals, Directors and Superintendents?

Yes. The Teacher Regulation Branch Standards define the conduct and competence of all certificate holders regardless of their role in the system. The eight standards define what certificate holders know, are able to do and how they conduct themselves as they serve the public. The TRB is a regulatory body that oversees the certification of members along with disciplinary action for members who do not live up to the expectations of the standards. It is important to be familiar with these standards as they guide the work of the people that you supervise.

8

What happens if I am unable to work because of illness or injury, and run out of sick leave before qualifying for long term disability (LTD) benefits at the 120 day elimination period?

It depends on what your contract says about sick leave usage:

- a. Approximately 1/3 of school districts guarantee Principals and Vice-Principals salaries for each and every occurrence of illness up to the Long Term Disability (LTD) elimination period. This is considered salary continuance and is an excellent benefit.
- b. Approximately 1/3 of school districts register for a short term disability insurance plan where Principals and Vice-Principals pay for their own insurance. This is a good plan in which the benefit is generally non-taxable because members pay for the benefit themselves through the employer with after-tax dollars.
- c. Approximately 1/3 of school districts have no plan. The district is not obligated to provide any assistance to Principals and Vice-Principals in these school districts and often the only option is for the individual to go on employment insurance while they wait for the 120 day elimination period.

9

I am planning to start a family: do I have the same maternity benefits as the teachers that I supervise?

No: you do not have the same maternity benefits as the teachers you supervise unless your contract of employment includes this provision. Some school districts will grant the same or similar leaves to Principals and Vice-Principals as to teachers, but it is best practice to have all leaves including maternity leaves articulated in contract language. A scan of contracts across the province reveals that many school districts offer no supplemental employment benefit to Principals and Vice-Principals on maternity leave despite offering this benefit to teachers.