

Recruitment:

Where Talent Meets Opportunity



by

Carmen Eberle & Magdalena Kassis

Director of Member Support Services, BCPVPA

Scott Robinson

Executive Director, BCPVPA

Kit Krieger

Former Executive Director, BCPVPA

& Past-President, BCTF

Are you thinking of moving to another district in BC? The labour market provides unprecedented opportunities to offer your leadership skills to any of the sixty districts in the province. Whether it is to gain promotion from Vice-Principal to Principal, to serve in a district leadership position, to be closer to family, or to relocate near ski slopes or golf courses in anticipation of retirement, a career change can invigorate a career and present new learning and leading opportunities. According to the 2022 BCPVPA Member Census, approximately 20% of our members have been administrators in more than one district.

There are many things to consider when contemplating a move, and one that is often overlooked is the terms and conditions of your employment in a new district. Unlike our teaching colleagues, administrators are not members of a union and do not have common contracts. Not only are there considerable differences in employment contracts between the sixty districts, there are also increasingly varied terms and conditions for school and district administrators *within* districts!

The details of an employment contract may be among the last things that a member considers in making a



move, and a failure to be attentive can have dramatic impact on their career, and beyond:

Salary: Salaries for administrators are determined by districts. Most districts place salaries within regional grids that were adopted in 2016. Government regulations state that salaries may not exceed the grid maximums. In late 2022, the grids in the zones with the lowest salaries were adjusted, and the gap between the highest salary zone and the three lowest was reduced by 50%. Districts vary both in how administrators advance from levels A to B, and B to C, and on the criteria for that advancement. If school size is a factor, you should find out whether advancement to C is possible. Remember that your highest attainable salary forms the basis for the pension that you and your partner will receive in retirement.

Benefits: Ask about the benefits package, and compare your current package with that of the new district. You may find that a benefit you currently enjoy, such as orthodontics, is not provided by your new employer. Be aware that some districts are part of the teachers' benefit plan, while some are not. Some districts also have a hybrid model where only the dental or the medical coverage has been moved to the teachers' plan. Either way, benefits are considered part of total compensation packages.

Sick Leave and Salary Indemnification: The range of benefits in this category is surprising. Whereas every teacher and support staff member in the K-12 system has short-term salary indemnification that ensures income is maintained during an illness – albeit at a reduced level – about a third of districts do not provide such a guarantee to their administrators. Some districts provide sick leave at full salary for any illness through eligibility for long-term disability (LTD), and some provide short-term disability (STD) that offers a tax-free benefit for up to 120 days until the individual is eligible for LTD. About a third of districts provide a sick bank – usually 18 days – from the beginning of employment, with an additional 18 days added to the bank annually. Unfortunately, if a member is unable to work due to illness and has insufficient sick leave for LTD eligibility, the member is without full salary until they are eligible for LTD. Some districts may provide salary continuance at the discretion of the employer, but this benefit is not assured. Additionally, always check to see if districts allow 'porting' of sick time. Most do not, but variations exist where some districts will allow administrators to carry over a specific number of sick days when transferring from one district to another.



Vacations: Vacation entitlements also vary greatly from those provided for teachers and support staff. Some contracts are vague, while others are very



specific. Vacation can also vary depending on the position held as a school-based administrator or district-based administrator. District Principals often have different vacation allowances due in part to the specifics of their roles and responsibilities. The vacation entitlements range from five to nine weeks per year. Salaries are usually placed within regional grids despite the length of vacation period granted. In a growing number of districts, newly-hired administrators have less robust vacation entitlements than long-standing employees. Ask the employer whether vacation entitlements are the same for every administrator in the district.

Professional Development: There is a great range in professional development (PD) funding across the province, with funding levels generally static despite the increased costs of travel, accommodation, and registration. Funding levels often reflect geography, and recognize the increased costs incurred by those living in northern and remote districts. The PD funding in some districts covers the cost of PD and TTOC (Teachers Teaching On Call) replacement costs, while most do not; this has an impact on an individual's ability to access learning opportunities.

Severance Provisions: No one accepts a position anticipating that employment might one day be terminated, but terminations are a reality in BC. Provincial legislation limits severance to 18 months (usually salary and benefits), but many districts cap severance for Principals and Vice-Principals at 12 months. Does eligibility for severance kick in from the outset of employment, or can one be terminated without severance beyond Employment Standards for an initial period? If no severance is provided for the first year or two, administrators run the risk of a termination without salary, or a position, in the event that the district cannot offer a teaching position under s.21 of the *BC School Act*. The right to be offered a teaching position upon termination, for reasons other than cause, is dependent upon the availability of a teaching position, and subject to the seniority the administrator has acquired in the district. In some districts, it may not be possible to post into a position because there are senior employees ahead of you, as per local collective agreements. Consider asking the employer if there are teachers on layoff-recall lists, and whether they anticipate a problem in providing a teaching position if either party thinks a return to teaching is a good idea. As well, inquire about job security and any future concerns regarding budget constraints or downsizing that may occur due to trends of decreased enrollment.





Contract Negotiations: Teachers don't have to worry about this, but administrators should. Every teacher knows that the BC Teachers' Federation (BCTF) negotiates contracts on their behalf, and knows that they are legally prohibited from negotiating their own contracts. This is not the case with exempt staff, which includes Principals and Vice-Principals. In some districts, there is a contractual requirement for the employer to negotiate or discuss contracts with the local Chapter and, in other districts, consultation takes place without a contractual requirement. Many districts will not negotiate or discuss contracts with the local Chapter, maintaining that the administrator is subject to a personal services contract. These districts are often the most likely to have disparities in the contract terms and conditions of the school leaders in their employ. Contact the local contract chair to confirm the status of negotiations.

Indemnity: Indemnity provides security to a Principal or Vice-Principal in the event they are named in a legal action while carrying out their duties on behalf of the Board. This is an important clause, in that it requires the Board to bear the costs that could result from a successful action against the member. It should be understood that such actions are very rare and, in most cases, Boards avail themselves of legal support offered by the School Protection Branch of the Ministry of Education. Indemnity clauses vary throughout the province. Some contracts are silent on indemnity, while other contracts have indemnity that extends after one's employment with the district has ended, meaning the administrator would continue to have legal protection on an issue that arose during their employment, even if they leave that employment. Existing language varies in how it is defined in relation to securities against hurt, loss, or damages that may occur while working for the district. Unless prohibited by the *BC School Act*, and subject to the Principal or Vice-Principal having acted in good faith, the Board will indemnify the Principal or Vice-Principal. If the clause is not in the contract, it would be reasonable to inquire what protections are available to the district if there were ever a need to support claims made against you.

Other: A few districts have **long-service recognition** provisions and/or retirement gratuity pay. If you have one of these provisions in your current district, you may lose it by leaving the district and may not have this provision with your new employer. Districts differ in how they deal with **assignment changes** within the district, whether – and for how long – the school leader maintains a salary if the new position calls for lower compensation. Another area in which there is little consistency between districts is in **performance appraisal**.

Recommendations

1. Carefully review any offered contract. Compare the terms and conditions with those of your current employer contract, and assess whether the differences offer an incentive or disincentive to move.
2. Call the Chapter president or the contract chair in the new district and ask about the district culture and the relationship between the parties. Ask about the most and least positive aspects of working for your new employer.

3. Negotiate, where possible. Your initial placement on the grid is critical. Once you are placed, your contract, and BC Public School Employers' Association (BCPSEA) and Public Sector Employers' Council (PSEC) guidelines, will guide how you advance through the grid. There is nothing to prevent a district from recognizing your previous leadership experience in your old district and placing you at level B or C, rather than at level A. If there is not a common agreement for all administrators, you can negotiate a personalized advancement through the grid. Some things, like benefits, are not subject to individualization; but some provisions, such as your PD funds, can be improved through personal negotiation.



Most Importantly, Seek Advice

The BCPVPA staff in Member Support Services can help you understand the proposed contract language and offer professional guidance around the strengths and vulnerabilities of less-than-plain language. Do not be rushed: the employer has offered a position because the district believes that you are the person for the job! Treat your contract like the purchase of a new home: you need to check it out and make sure that it is as good as it looks, and that it is the best fit for you and your family. You do not want to suffer buyer's remorse, for either your home or your work.

BCPVPA Member Support Services

The Directors of Member Support Services (MSS) have a wealth of experience in school and district-based administration in BC, as well as training in negotiation, investigations, and school law.

They are available to support members and provide guidance in a variety of areas relating to our members' employment. Discussions between members and the Member Support Services department are always held in strict confidence.

The following services and supports are available to BCPVPA members:

- Professional guidance relating to educational leadership
- Formal representation and support for:
 - o Harassment and bullying complaints and investigations
 - o TRB complaints
 - o Discipline or misconduct allegations and investigations
 - o Terminations
 - o Challenging meetings or conversations with senior management
 - o Mediations
 - o Liaising with senior management on the member's behalf
- Contract reviews and guidance
- Teachers' Pension Plan information

Please reach out for assistance with any employment related questions or concerns.

mssinfo@bcpvpa.bc.ca

604-689-3399

1-800-663-0432 Toll Free in BC