

# ***RAINY RIVER DISTRICT SCHOOL BOARD***

BETWEEN:

RAINY RIVER DISTRICT SCHOOL BOARD  
(the Party hereinafter referred to as the "Board")

and

the Ontario Principals' Council – Rainy River District

## **Article 1**      TERM OF THE AGREEMENT

1.1              The term of the agreement is September 1, 2020 to August 31, 2023

## **Article 2**      APPOINTMENT

2.1              Nothing in this contract shall be construed as limiting the rights of the Board and the Principal/Vice Principal pursuant to applicable legislation and regulations.

## **Article 3**      REPRESENTATION

3.1              The Board recognizes OPC Rainy River District as the exclusive negotiating agent for all Principals and Vice Principals employed by the Board in all discussions concerning terms and conditions of employment. The Board acknowledges its duty to negotiate with OPC Rainy River District in good faith.

## **Article 4**      RESOLVING NEGOTIATING IMPASSES

4.1              Should either party reach an impasse with regard to the negotiation of one or more contract terms, the Board and OPC Rainy River District shall participate in a mediation process. The Board and OPC Rainy River District 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.

4.2              After the parties determine that mediation has been exhausted, the mediator shall have the authority to make a final binding decision.

**Article 5**      DUTIES AND RESPONSIBILITIES

- 5.1            The Principal/Vice Principal shall faithfully and diligently perform such duties and responsibilities as required by the *Education Act* and Regulations thereto, and as directed by the Board.
- 5.2            During job action, a planning meeting will be held with Senior Administration, Principals and other relevant parties to discuss mitigating strategies to address increased workload.

**Article 6**      PERFORMANCE APPRAISAL

- 6.1            The Parties agree that the Board shall follow the provincial performance appraisal process for Principals and Vice Principals. Normally, appraisals shall occur during the scheduled appraisal cycle per O. Reg. 234/10.

**Article 7**      PROFESSIONAL DEVELOPMENT

- 7.1            The Board recognizes the importance of professional development for its Principals and Vice Principals. The Leadership Committee comprised of Senior Administration and Principal/Vice Principal representatives will develop a program of professional development activities to meet the needs of Principals and Vice Principals, and will approve professional development expenditures from the budget allocated for this purpose.
- 7.2            Administrators are allotted \$1,250 for professional development and may carry over \$1,250 to the next school year for a total of \$2,500.

**Article 8A**     BENEFITS

- 8.1A           ELHT Benefits- see P4.0 of Appendix 1 to P/VP MOS
- 8.2A           Long Term Disability (LTD) (Employee-Paid Plans)
- a)            All permanent Principals and Vice-Principals, including Principals and Vice-Principals who are on an approved leave of absence, are eligible to participate in the long term disability plan(s), subject to the terms of the LTD plan(s).
  - b)            The Board shall cooperate in the administration of the LTD plan(s). It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Principals and Vice-Principals.
  - c)            Where the plan administrator implements changes in the terms and conditions of the LTD plan(s) or the selection of an insurance carrier, the

Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

8.3A Any other benefits not described above remain in effect in accordance with terms and conditions of employment as of August 31, 2014.

8.4A Acting Principals and Vice-Principals  
At the time an offer to fill a temporary or acting Principal or Vice-Principal position is made the School Board will provide, in writing, the:

- a) Length of the term of the temporary/acting position, if known;
- b)
  - i. Applicable collective agreement language outlining time limits or restrictions regarding acting or temporary assignments, if any; or
  - ii. In the absence of collective agreement language, the impact on the acting Principal or Vice-Principal's ability to return to their previous position.

8.5A Vice-Principal/Principal Appointment Salary Considerations  
A new Vice-Principal or Principal internally promoted from a classroom teaching position shall, at a minimum, not be paid at a lower salary than they received in the position they were in immediately prior to the appointment (including and limited to allowances for extra degrees, positions of responsibility and qualifications) providing that salary does not exceed the highest grid step for the new position.

**Article 8B** SALARY

8.1B The salary and allowances are inclusive of any entitlement to vacation pay and statutory holidays. The applicable salary grid and allowances is attached as Appendix A to this contract.

8.2B Masters of Education allowance (see Appendix A)

8.3B Payment of salary will occur on the 1<sup>st</sup> and 15<sup>th</sup> of each month.

8.4B In addition to the above salary, a travel and meal allowance is paid in September of each school year. (see Appendix A)

8.5B At the time of appointment to a permanent position, the Director/designate may credit service provided in equivalent temporary positions in order to determine the increment advancement date for the permanent position. Unqualified service may also be recognized.

8.6B Where the salary of a Principal or Vice Principal would be reduced because of a change of placement initiated by the Board, the higher salary will be red-circled until it matches the correct salary placement on the appropriate salary schedule for Principals/Vice Principals.

**Article 9**      VACATION ENTITLEMENT

9.1                Principals and Vice Principals will work the school year defined by the Board's school year calendar(s). In addition, Principals and Vice Principals will be expected to be available for up to five (5) week days after the last day of school and be in the school five (5) week days prior to the commencement of the school year and at such other times when extraordinary circumstances require it, at the request of the Director of Education or designate.

If a statutory holiday falls within a regular 5-day work week after the end of the school year, that statutory holiday will count as one of the 5 days.

**Article 10**     LIEU TIME

10.1              Five (5) lieu days shall be granted to every Principal and Vice Principal in recognition of the demands placed on school administrators that require their attention outside of the regular school day.

10.2              Lieu days shall be taken by the Principal/Vice Principal during the regular school year and at a time that is mutually agreeable to both the supervising Superintendent and the Principal/ Vice Principal up to a maximum of three (3) consecutive days. Requests to use beyond three (3) consecutive days will be considered by the Director upon request and based on rationale.

10.3              Lieu days must be used during the year in which they are earned. Up to three (3) unused lieu days of the initial five (5) lieu days may be carried forward to the next year.

10.4              Additional lieu time up to a maximum of ten (10) days may be approved at the discretion of the Director/designate.

**Article 11**     LEAVES OF ABSENCE

11.1              Leaves of absence shall be granted in accordance with Board policies and procedures, as amended from time to time.

11.2              In no case shall the leave provisions applicable to the Principal/Vice Principals be any less than those applicable to teachers.

11.3              It is understood that Principals and Vice-Principals may be entitled to leaves of absences under the *Employment Standards Act* that are not set out in this Collective Agreement (e.g. Family Medical, Family Caregiver, Critical Illness). Employees may contact OPC or the School Board's Human Resources Department for additional information regarding such statutory leaves of absence.

11.4              Supplemental Employment Benefits (SEB) Plan

Paragraphs g) through i) below, shall apply to all Principals and Vice-Principals except those individuals assigned for a term of less than six (6) months, and those individuals in an acting Vice-Principal or Principal position who are covered by another agreement.

The employer shall provide for Principals and Vice-Principals a SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible Principals and Vice-Principals. The Principal or Vice-Principals who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the Principal or Vice-Principals receives from E.I. and their regular gross pay. As long as the E.I. waiting period is less than two weeks, the eligible Principal and Vice-Principal shall receive a SEB plan payment for the number of additional weeks or partial weeks equivalent to the EI benefits that were not paid due to the reduction in the waiting period. This additional SEB plan payment will be paid following the eighth week of the leave.

#### 11.5 Maternity Benefits/SEB Plan

- a) A full-time and part-time Principal or Vice-Principal who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive \*100% salary through a Supplemental Employment Benefit (SEB) plan for a total of \*eight (8) weeks immediately following the birth of their child with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). Principals/Vice-Principals assigned for a term of less than six (6) months, and those individuals in an acting Vice-Principal or Principal position covered by another agreement are not entitled to the SEB plan described in this part.
- b) Full-time and part-time Principals and Vice-Principals not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from the employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.
- c) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay, the full eight (8) weeks of top up shall continue to be paid.
- d) Full-time and part-time Principals and Vice-Principals who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to meeting the requirements of eligibility and providing acceptable medical verification is submitted.

#### **Article 12** SICK LEAVE

- 12.1 This article shall apply to all Principals and Vice-Principals except those individuals assigned for a term of less than six (6) months, and those individuals in an acting Vice-Principal or Principal position who are covered by another agreement.

- a) Administration
  - i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave or STLDP. Medical confirmation may be required to be provided by the Principal/Vice-Principal to access sick leave or STLDP.
  - ii. The Board may require information to assess whether a Principal/Vice-Principal is able to return to work and perform the essential duties of their position. Where this is required, such information shall include their limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis).
  - iii. A Board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD.
  - iv. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.
  
- b) Long-Term Disability
  - i. A Principal/Vice-Principal who is receiving benefits under the Workplace Safety and Insurance Act, or under a LTD plan, is not entitled to benefits under a school Board's sick leave and short term disability plan for the same condition unless the Principal/Vice-Principal is on a graduated return to work program, then WSIB/LTD remains the first payor.
  - ii. For clarity, where a Principal/Vice-Principal is receiving partial benefits under WSIB/LTD, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of the injury/incident or illness to the date of the approval by the WSIB/LTD of the claim, the Principal/Vice-Principal may access sick leave and short term leave and disability coverage. A reconciliation of sick leave deductions made and payments provided, will be undertaken by the school Board once the WSIB/LTD has adjudicated and approved the claim. In the event that the WSIB/LTD does not approve the claim, the school Board shall deal with the absence consistent with the terms of the sick leave and short term leave and disability plans.

**Article 13**     RETIREMENT GRATUITY (For Historical Reference Purposes Only)

13.1            Sick Leave Credit-Based Retirement Gratuities

- a) A Principal or Vice-Principal is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Principal or Vice-Principal had accumulated and was eligible to receive as of that day.

- b) If the Principal or Vice-Principal is eligible to receive a sick leave credit gratuity, upon the Principal or Vice-Principal's retirement, the gratuity shall be paid out at the lesser of, a) the rate of pay specified by the Board's system of sick leave credit gratuities that applied to the Principal or Vice-Principal on August 31, 2012; and b) the Principal or Vice-Principal's salary as of August 31, 2012.
- c) If a sick leave credit gratuity is payable upon the death of a Principal or Vice-Principal, the gratuity shall be paid out in accordance with subsection (2).
- d) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the parties agree that any and all wind-up payments to which Principal or Vice-Principals without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.

### 13.2 Other Retirement Gratuities

A Principal or Vice-Principal is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

### 13.3 Vested Retirement Gratuity Voluntary Early Payout

- a) A Principal or Vice-Principal eligible for a Sick Leave Credit retirement gratuity as per Article 13.1 shall have the option of receiving a payout of their gratuity by August 31, 2016, or on the Principal or Vice-Principal's normal retirement date.
- b) The Principal or Vice-Principal must declare their intention to receive the earlier gratuity payout by June 30, 2016.

Pursuant to b) above, the following will apply:

- c) The earlier payout shall be equivalent to the present discounted value of the payout as per Article 13.1. The present value shall be based on a discount rate of 7.87% and on the average retirement age of fifty-nine (59) less the Principal or Vice-Principal's age as at June 30, 2016.
- d) If a Principal or Vice-Principal is 59 years of age or older as at June 30, 2016, the retirement gratuity payout will be discounted by two percent (2%) if they chose the early gratuity payout.

## **Article 14**    PENSIONS

- 14.1 The Principal/Vice Principal shall contribute at the rate required to the Ontario Teachers' Pension Plan and the Board shall make the appropriate deductions and remittances.

14.2 For the purpose of TPP only, employees shall be considered ten (10) month employees.

**Article 15** LIABILITY INSURANCE AND INDEMNITY

15.1 The Board will provide the same liability insurance for the Principal/ Vice-Principals as it provides for supervisory officers.

15.2 The Board agrees that it shall defend, hold harmless and indemnify the Principal/Vice Principal from any and all demands, claims, suits, acts and legal proceedings brought against the Principal/Vice Principal in their capacity as an agent or employee of the Board, both during the term of employment with the Board and at any time thereafter, provided such procedures arose out of the actions or omissions during the course of their employment with the Board. The indemnification shall include all costs, charges and expenses reasonably incurred by the Principal/Vice Principal in respect of any civil, criminal or administrative action or proceeding to which the Principal/Vice Principal is a part by reason of their being or having been an agent of the Board, provided that the Principal/Vice Principal acted in good faith and in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the Principal/Vice Principal had reasonable grounds for believing that their conduct was lawful.

**Article 16** REDUNDANCY

16.1 Where there are more Principals/Vice Principals than there are available positions, the following procedures shall apply:

- a) Principals/Vice Principals will be declared redundant in reverse order of seniority.
- a) A Principal who is declared redundant may be transferred to the position of Vice Principal or other position for which they are qualified. It is understood that a Principal so transferred can only displace a Vice-Principal with lesser seniority.
- b) The Principal's/Vice Principal's salary shall be maintained for a period of two years from the effective date of the redundancy (red-circled for two years).
- c) A Principal/Vice Principal who is reassigned because of redundancy shall have the first right of recall in accordance with their seniority.

16.2 Seniority will be determined by the date the Principal/Vice Principal was appointed to the position with the Board. In the event of a tie in the years of service, seniority will be determined by the following:



- a) Total credited Principal/Vice Principal experience with the Board or its predecessors;  
And where such is equal,
- b) Total credited teaching experience since date of hire with the Board or its predecessor;  
And where such is equal,
- c) Total credited administrative experience with other school boards;  
And where such is equal,
- d) Total credited teaching experience with other school boards;  
And where such is equal,
- e) By a random number procedure.

16.3 If the Principal/Vice Principal returns to a teaching position, the Principal's/Vice Principal's total service with the Board shall be recognized for placement on the applicable salary grid, subject to the provisions of the applicable collective agreement.

**Article 17**    TRANSFER

17.1 Requests for transfers from Principals and Vice Principals in the system shall be received by the appropriate school supervisor no later than March 1 of each year.

17.2 By the end of April of each year, the Director shall conduct a preliminary review of the needs of the school system and individuals at the level of Principal or Vice Principal.

17.3 Prior to transfers of Principals/Vice Principals being finalized, a discussion between the Administrator being considered for the transfer and the Superintendent shall occur.

17.4 When effecting the transfer of a Principal or Vice Principal, the factors to be considered include, but are not limited to, the following:

- a) Breadth of experience in administering regular and special education programs;
- b) Range of grades supervised;
- c) Experience with specific administrative supervisory tasks;
- d) School-community relations;
- e) Years of experience as a Principal and/or Vice Principal;
- f) Number of years as Principal and/or Vice Principal at present school;
- g) Academic and professional qualifications.

17.5 It is understood that an individual's preferences will be given serious consideration but may not necessarily be accommodated.

- 17.6 Transfers will normally take effect prior to the start of the school year or the beginning of the term for elementary schools or the semester break for secondary schools.
- 17.7 In the event of an unexpected vacancy occurring during the school year, the Board may create temporary positions until the time of the regular transfer and promotion procedure.
- 17.8 The Director may unilaterally transfer the Principal/Vice Principal to a different Principal/Vice Principal position or equivalent administrative position and/or school on the following conditions:
- a) The place of work of the new location or school shall not be more than 60 km distant from the Principal/Vice Principal's present place of work.
  - b) Should the Principal/Vice Principal be requested to transfer to a location over 60 km, the transfer must be by mutual consent. A monthly travel stipend will be provided (see Appendix A). However, if the Principal/Vice Principal is transferred back to the original area, this stipend will no longer be paid.
  - c) A Principal/Vice Principal will not be transferred more than 90 km over a three-year period unless by mutual consent.
  - d) The Director or designate shall provide written notice that a transfer is contemplated with rationale upon request.
  - e) The Director/designate shall provide an opportunity for the Principal/Vice Principal to meet to discuss the transfer and to be represented at the meeting by a person of their choosing.

**Article 18**     DISCIPLINE

- 18.1 A Principal/Vice Principal may be disciplined by the Board for just and sufficient cause, following the principles of progressive discipline.

Depending on the seriousness of the misconduct, discipline may include:

- a) verbal caution
  - b) written reprimand
  - c) temporary re-assignment of duties
  - d) suspension with or without pay
  - e) demotion/permanent re-assignment of duties
  - f) termination of employment
- 18.2 Discipline shall not be applied unless or until the Board has investigated the allegations against the Principal/Vice Principal in a procedurally fair manner. Refer to Article 19 on DISPUTE RESOLUTION.
- 18.3 When the Board has concerns about a Principal's/Vice Principal's competence, it

shall conduct a fair and reasonable performance appraisal process including:

- a) notice of the alleged deficiencies;
- b) support and resources to assist the Principal/Vice Principal to improve;
- c) regular meetings to evaluate progress with meaningful feedback to the Principal/Vice Principal;
- d) a reasonable period of time within which to improve.

The Principal/Vice Principal shall be entitled to have an advocate, legal counsel or other person of their choosing at any meeting to discuss their performance.

- 18.4 The Board agrees that any suspension or assignment to home of a Principal/ Vice Principal during the course of an investigative process shall be with full pay and benefits. Such a course of action shall be only taken as a last resort (in the absence of any other appropriate, temporary re-assignment) and shall be for the shortest duration possible.

## **Article 19**      DISPUTE RESOLUTION

- 19.1 The Board believes that disputes relating to the interpretation, application or administration of the terms and conditions of employment described herein should be dealt with fairly and expeditiously and all Principals/Vice Principals should be given a fair hearing. To this end, the following Dispute Resolution Procedure will apply:

a)      Informal Stage

Prior to submitting a formal complaint, any complaint should be discussed with the Complainant's immediate supervisor. A Vice Principal may discuss a complaint with their Principal or with the appropriate Superintendent. A Principal may discuss a complaint with their Superintendent. It is the supervisor's responsibility to deal with the issue and to correct any situation, if appropriate. If unresolved, complaints may be submitted in writing under the formal stage of the dispute resolution process. As a matter of courtesy, the complainant should inform their supervisor that they wish to carry the issue to the formal stage.

b)      Formal Stage

Step One

A Principal or Vice Principal who has a complaint relating to the interpretation, application or administration of this document will first discuss the complaint, with the option of representation from the local OPC Rainy River, with the appropriate Superintendent of Education within ten (10) school days of the circumstance which gave rise to the complaint.

## Step Two

- i) If the Principal or Vice Principal is not satisfied with the response of the Superintendent of Education, the Principal or Vice Principal has the right to bring the matter to the attention of the Director of Education or designate. The complaint to the Director of Education or designate must be in writing and must set out all of the relevant details which gave rise to the complaint. The Director of Education or designate and the Principal or Vice Principal, with the option of representation from OPC Rainy River, will meet within fifteen (15) school days of the meeting with the appropriate Superintendent of Education. The Director of Education or designate shall issue a written response to the complainant within ten (10) schools days of the meeting.
- ii) If the Principal/Vice Principal is dissatisfied with the response of the Director of Education, then the parties shall appoint a mediator selected jointly by the parties to participate in a mediation process. The person appointed as mediator shall be knowledgeable in industrial relations and education in Ontario.
- iii) Time limits will be strictly followed (time limits referred to throughout this procedure may be extended by mutual agreement).
- iv) Each party to the mediation shall be responsible for its own legal fees, and shall pay half of the costs of the mediation procedures, including but not limited to the fees charged by the mediator and the cost of the venue.

## 19.2 Step Three

After either party determines that the mediation process has been exhausted, the mediator shall have the authority to make a final binding decision.

19.3 Should a Principal Vice Principal wish to appeal their disciplinary dismissal or demotion, they may refer the matter to arbitration pursuant to the *Arbitrations' Act*, within thirty (30) days after the effective date of the dismissal.

## **Article 20** RESIGNATION

20.1 With respect to resignation, the preferred written notification dates are no later than May 31 and November 30 for resignations effective August 31 and December 31 respectively. For secondary schools, the preferred resignation dates are August 31 and January 31.

## **Article 21** TERMINATION

21.1 During the term of this Contract, the Board may dismiss, discipline or demote the

Principal/Vice Principal only for just cause and in accordance with applicable legislation and regulations.

- 21.2 Prior to any decision by the Board to dismiss a Principal/Vice Principal for just cause, the Principal/Vice Principal will be given reasonable notice of the Board's in camera committee meeting at which the issue will be discussed, the reasons for any administrative recommendations and the right to appear and to be represented by counsel or other representative.

**Article 22** PERSONNEL FILES

- 22.1 The only recognized personnel file of a principal or vice-principal shall be maintained in the Human Resources Department of the board and shall be available and open to the principal or vice-principal for inspection in the presence of a Human Resources Department officer during the regular working hours of the department.
- 22.2 The personnel file may contain personal information including, but not limited to, initial appointment documents, performance appraisals, commendations and disciplinary records. No document shall be placed in the personnel file unless a copy of the document has been supplied to the principal or vice-principal within a reasonable time of its preparation.
- 22.3 Principals and vice-principals have the right to inspect and receive a copy of their personnel file and records that relate to their performance or to any grievance concerning them.
- 22.4 Upon request, the principal or vice-principal shall be entitled to copies of any materials contained in the principal's or vice-principal's personnel file.
- 22.5 Upon written request of the principal or vice-principal, records of any and all disciplinary action shall be considered for removal from the principal's or vice-principal's personnel file after two (2) years providing the personnel record has been free of any other disciplinary action of a similar nature during the two (2) year period. Such request shall be submitted in writing to the Manager, Human Resources. Nothing in this paragraph prevents earlier removal by the Board. A rationale for denial of the removal will be shared with the administrator.
- 22.6 A principal or vice-principal has the right to challenge, in writing, the accuracy or completeness of information referred to in their Personnel File. If a change is not made to the satisfaction of the principal/vice-principal, then their written submission shall become part of the file.

**APPENDIX A**  
**Principal/Vice-Principal Salary Schedule and Allowances**

Principal Salary Grid - September 1, 2019				Principal Salary Grid - September 1, 2020			
Enrolment	Step 1	Step 2	Step 3	Enrolment	Step 1	Step 2	Step 3
0-280	\$ 117,610	\$ 118,191	\$ 118,773	0-280	\$ 118,786	\$ 119,373	\$ 119,961
281-400	\$ 122,169	\$ 122,759	\$ 123,349	281-400	\$ 123,391	\$ 123,987	\$ 124,582
401-550	\$ 127,095	\$ 127,992	\$ 128,889	401-550	\$ 128,366	\$ 129,272	\$ 130,178
550+	\$ 131,737	\$ 132,429	\$ 133,042	550+	\$ 133,054	\$ 133,753	\$ 134,372
<b>Unqualified</b>				<b>Unqualified</b>			
Level A	\$ 114,967			Level A	\$ 116,117		
Level B	\$ 115,563			Level B	\$ 116,719		
<b>Vice Principal Salary Grid -September 1, 2019</b>				<b>Vice Principal Salary Grid -September 1, 2020</b>			
Enrolment	Step 1	Step 2	Step 3	Enrolment	Step 1	Step 2	Step 3
0-280	\$ 110,949	\$ 111,652	\$ 112,230	0-280	\$ 112,058	\$ 112,769	\$ 113,352
281-400	\$ 112,302	\$ 112,985	\$ 113,672	281-400	\$ 113,425	\$ 114,115	\$ 114,809
401-550	\$ 113,826	\$ 114,509	\$ 115,196	401-550	\$ 114,964	\$ 115,654	\$ 116,348
550+	\$ 115,436	\$ 116,394	\$ 117,350	550+	\$ 116,590	\$ 117,558	\$ 118,524
<b>Unqualified</b>				<b>Unqualified</b>			
Level A	\$ 108,777			Level A	\$ 109,865		
Level B	\$ 109,903			Level B	\$ 111,002		
Masters Degree Allowance			\$957	Masters Degree Allowance			\$967
Travel & Meal Allowance			\$300	Travel & Meal Allowance			\$303
Travel Stipened (Transfer)			\$300	Travel Stipened (Transfer)			\$303

Principal Salary Grid - September 1, 2021				Principal Salary Grid - September 1, 2022			
Enrolment	Step 1	Step 2	Step 3	Enrolment	Step 1	Step 2	Step 3
0-280	\$ 119,974	\$ 120,567	\$121,161	0-280	\$ 121,174	\$ 121,773	\$ 122,373
281-400	\$ 124,625	\$ 125,227	\$125,828	281-400	\$ 125,871	\$ 126,479	\$ 127,086
401-550	\$ 129,650	\$ 130,565	\$131,480	401-550	\$ 130,947	\$ 131,871	\$ 132,795
550+	\$ 134,385	\$ 135,091	\$135,716	550+	\$ 135,729	\$ 136,442	\$ 137,073
<b>Unqualified</b>				<b>Unqualified</b>			
Level A	\$ 117,278			Level A	\$ 118,451		
Level B	\$ 117,886			Level B	\$ 119,065		
<b>Vice Principal Salary Grid -September 1, 2021</b>				<b>Vice Principal Salary Grid -September 1, 2022</b>			
Enrolment	Step 1	Step 2	Step 3	Enrolment	Step 1	Step 2	Step 3
0-280	\$ 113,179	\$ 113,897	\$114,486	0-280	\$ 114,311	\$ 115,036	\$ 115,631
281-400	\$ 114,559	\$ 115,256	\$115,957	281-400	\$ 115,705	\$ 116,409	\$ 117,117
401-550	\$ 116,114	\$ 116,811	\$117,511	401-550	\$ 117,275	\$ 117,979	\$ 118,686
550+	\$ 117,756	\$ 118,734	\$119,709	550+	\$ 118,934	\$ 119,921	\$ 120,906
<b>Unqualified</b>				<b>Unqualified</b>			
Level A	\$ 110,964			Level A	\$ 112,074		
Level B	\$ 112,112			Level B	\$ 113,233		
Masters Degree Allowance			\$976	Masters Degree Allowance			\$986
Travel & Meal Allowance			\$306	Travel & Meal Allowance			\$309
Travel Stipened (Transfer)			\$306	Travel Stipened (Transfer)			\$309

**APPENDIX B (For Historical Reference Purposes Only)**

**Retirement Gratuities Prior to August 31, 2012**


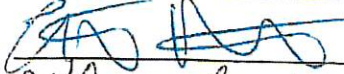
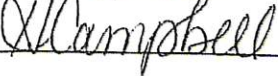
When a Principal/Vice Principal who has at least five (5) years' continuous service with the Board, retires on a pension or is entitled because of age to a deferred pension, or who after five (5) continuous years of service is forced to retire due to illness but still merits a pension according to the Teachers' Pension Act, the Board will pay to the Principal/Vice Principal their accumulated leave in the form of a retiring allowance. In these cases, the five (5) years continuous service must immediately precede the retirement year.

- a) The allowance will be calculated on the basis of  $\frac{1}{2}$  the number of sick leave days standing to the Principal/Vice Principal credit x  $\frac{1}{200}$  of the Principal/Vice Principal's annual salary at the time of retirement.
- b) The recipients shall receive one (1) total payment by July 8 unless they inform the Board in writing that they wish to defer part of the payment to the following January.
- c) A Principal or Vice-Principal who submits a resignation by January 31<sup>st</sup> that is accepted by the Board, shall receive their retirement gratuity prior to the end of February on the understanding that any adjustment for overpayment or underpayment will be made to salary at the end of the school year.

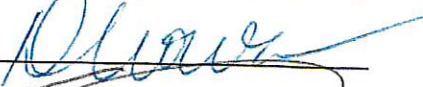

These terms and conditions of employment contained herein shall remain in force and effect from September 1, 2020 until August 31, 2023.

DATED at Fort Frances, this 12<sup>th</sup> day of September, 2022.

Rainy River District School Board

  
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\_\_\_\_\_  
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Ontario Principals' Council Local

  
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## **Central Items**

### ***Minutes of Settlement and Appendices***



## APPENDIX I TO PVP MOS

### P1.0 TERM OF THE AGREEMENT

The term of the agreement is September 1, 2020 to August 31, 2023.

### P2.0 SICK LEAVE

#### **Sick Leave/Short Term Leave and Disability Plan – Principals/Vice-Principals**

This article shall apply to all principals and vice-principals except those individuals assigned for a term of less than six (6) months, and those individuals in an acting Vice-Principal or Principal position who are covered by another agreement.

#### **a) Sick Leave Benefit Plan**

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments.

#### **b) Sick Leave Days**

Subject to d) i-vi below, full-time principals/vice-principals will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Principals/vice-principals who are less than full-time shall have their sick leave allocation pro-rated.

#### **c) Short-Term Leave and Disability Plan (STLDP)**

Subject to d) i-vi below, full-time principals/vice-principals will be allocated one hundred and twenty (120) short-term disability days at the start of each school year. Principals/vice principals who are less than full-time shall have their STLDP allocation pro-rated. principals/vice-principals eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

#### **d) Eligibility and Allocation**

The allocations outlined in b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in d) i-vi below.

- i. A principal/vice principal is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year and based on the length of assignment, if applicable. Any changes in FTE during a school year shall result in an adjustment to allocations.

- iii. Where a principal/vice principal is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the principal/vice principal will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per b) and c) above, for a recurrence of the same illness or injury will not be provided to the principal/vice principal until the principal/vice principal has completed eleven (11) consecutive working days at their full FTE without absence due to illness.
- iv. WSIB and LTD remain first payors in all instances. Where a principal/vice principal is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than their FTE, including on a gradual return to work plan, the principal/vice principal will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event the principal/vice principal exhausts their STLDP allotment and continues to work less than their FTE, their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation but will instead be deducted from the new allocation once provided.
- v. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.
- vi. A principal/vice-principal appointed internally during the school year shall continue to access the sick leave/STLDP already allocated for that school year. At no time shall the sick leave/STLDP allocation exceed 11/120 days.

**e) Short-Term Leave and Disability Plan Top-up**

- i. Principals/vice-principals accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:  
Eleven (11) days less the number of sick leave days used in the most recent year worked.

- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the Board on a case by case basis. This top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When a principal/vice-principal uses any part of an STLDP day they may access their top up bank to top up their salary to 100%.

**f) Administration**

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave or STLDP. Medical confirmation may be required to be provided by the principal/vice-principal to access sick leave or STLDP.
- ii. The Board may require information to assess whether a principal/vice- principal is able to return to work and perform the essential duties of their position. Where this is required, such information shall include their limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis).
- iii. A Board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD.
- iv. The employer shall be responsible for any costs related to independent third-party medical assessments required by the employer.

**g) Pension Contributions While on Short Term Disability**

- i. When a principal/vice-principal is on short term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OTPP contributions based on 100% of the principal/vice-principal's regular pay.
- ii. If the principal/vice-principal exceeds the maximum allowable paid sick leave before qualifying for Long Term Disability (LTD)/Long Term Income Protection (LTIP), pension contributions will cease. The principal/vice-principal is entitled to complete a purchase of credited service, subject to existing plan provisions for periods of absence due

to illness between contributions ceasing under a paid short term sick leave provision and qualification for Long Term Disability (LTD)/Long Term Income Protection (LTIP) when principal/vice-principal contributions are waived. If a principal/vice-principal is not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

**h) Long-Term Disability**

- i. A principal/vice-principal who is receiving benefits under the Workplace Safety and Insurance Act, or under a LTD plan, is not entitled to benefits under a school Board's sick leave and short term disability plan for the same condition unless the principal/vice-principal is on a graduated return to work program, then WSIB/LTD remains the first payor.
- ii. For clarity, where a principal/vice-principal is receiving partial benefits under WSIB/LTD, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of the injury/incident or illness to the date of the approval by the WSIB/LTD of the claim, the principal/vice-principal may access sick leave and short term leave and disability coverage. A reconciliation of sick leave deductions made and payments provided, will be undertaken by the school Board once the WSIB/LTD has adjudicated and approved the claim. In the event that the WSIB/LTD does not approve the claim, the school Board shall deal with the absence consistent with the terms of the sick leave and short term leave and disability plans.

**P3.0 FAMILY MEDICAL LEAVE OR CRITICAL ILLNESS LEAVE**

- a) Family Medical Leave or Critical Illness leaves granted to a principal or vice-principal, shall be in accordance with the provisions of the *Employment Standards Act*, as amended (ESA).
- b) The principal or vice-principal shall be required to provide to the employer such evidence as necessary to prove entitlement under the ESA.
- c) A principal or vice-principal contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Experience shall continue to accrue during such leave(s), as shall seniority, where it exists in local terms and conditions agreements.

- e) Where a principal or vice-principal is on such leave(s), the employer shall continue to pay its share of benefit premiums, where applicable. To maintain participation and coverage under any applicable plan, the principal or vice-principal must continue to provide for payment for their share of the benefit premiums, where applicable.
- f) In order to receive payment during such leaves, a principal or vice-principal must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to i). A principal or vice-principal who is eligible for Employment Insurance in respect of Family Medical Leave and/or Critical Illness Leave is not entitled to benefits under a school Board's sick leave and short term disability plan.

#### **Supplemental Employment Benefits (SEB) Plan**

Paragraphs g) through i) below, shall apply to all principals and vice-principals except those individuals assigned for a term of less than six (6) months, and those individuals in an acting vice-principal or principal position who are covered by another agreement.

- g) The employer shall provide for principals and vice-principals who access such leaves, a SEB plan to top up their E.I. Benefits. The principal or vice-principal who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks, provided the period falls within the work year and during a period for which the principal and vice-principal would normally be paid. The SEB Plan pay will be the difference between the gross amount the principal or vice-principal receives from E.I. and their regular gross pay.
- h) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this Plan.
- i) The principal or vice-principal must provide the employer with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before any SEB are payable.

## **P4.0 BENEFITS**

The Parties have agreed to participate in the Ontario Non-Union Education Trust / Fiducie des employés et des employées non-syndiqués en éducation de l'Ontario (FENSÉO) "ONE-T/FENSÉO" established April 1, 2018. The date on which the school boards and the Principals and Vice Principals Association benefit plan commenced participation in the ONE-T shall be referred to herein as the "Participation Date".

### **4.1 ELHT Benefits**

The Parties agree that since the ONE-T is responsible for the provision of life, health and dental benefits to principals and vice principals all references to life, health and

dental benefits plans previously provided by school boards in the applicable local terms and conditions of employment for principals and vice-principals for active eligible employees and eligible retirees shall be removed from that local terms and conditions of employment.

Post Participation Date, the following shall apply:

#### **4.2 Eligibility and Coverage**

- a) Principals and vice-principals shall be eligible for benefits subject to the rules as established by the ONE-T. The Parties and the Crown confirm their mutual interpretation that the ONE-T Agreement maintains eligibility for those who are covered by Local Terms and Conditions as of August 31, 2014.
- b) With the consent of the Central Parties, the ONE-T is also permitted to provide coverage to other active employee groups in the education sector with the consent of the Principals and Vice Principals Associations and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were eligible for benefits under school board plans and who retired prior to the Participation Date are eligible for benefits subject to the rules as established by the ONE-T. No individuals who retire after the Participation Date are eligible.

#### **4.3 Funding**

- a) Funding prior to September 1, 2020 was \$6,580.45/FTE and shall be increased to cover 1% for benefit improvements, including reductions to existing co-insurance, premium share or introduction of premium holidays and 3% for inflation which can only be used for maintenance of the benefit plan and not for benefit improvements. This does not preclude the ONE-T from making plan amendments but any changes to the plan in place as of August 31, 2020 above 1% must be cost neutral.

The funding rate shall be as follows:

- i. September 1, 2020: \$6,843.67/FTE
  - ii. September 1, 2021: \$7,117.41/FTE
- 
- b) For September 1, 2022, the funding shall be increased by 1% which may be used for benefit improvements, and funding for inflation by the lessor of:
    - i. the highest percentage increase of benefits funding for inflation subject to any conditions attached to the funding (including any lump

- or periodic payment) in all teacher collective agreements for the 2022-23 school year and,
- ii. the year over year change in the audited plan costs per FTE, less the cost of any benefit improvements.

The adjustment for b (i) shall be made no later than 90 days of the last teacher central agreement ratification, retroactive to September 1, 2022.

If funding in b (i) is provided before the audited plan costs are known, a reconciliation to adjust the funding in b (i) shall be performed after the audited financial statements are received to adjust the ongoing funding and recovering of any in-year funding.

If a payment is made under c (ii) below, then funding in 2022-23 will be temporarily reduced by the difference in the payment under c (ii) and the amount required to maintain net assets at 15% of the ONE-T principals' and vice-principals benefit plan costs as of December 31, 2022.

Funding is contingent on administrative best practices (not impacting plan design) being maintained by the ONE-T for the principals and vice-principals benefit plan (e.g. a prior authorization/ drug management program)

If benefit improvements are made to the principals and vice-principals' benefit plan in excess of what existed in the plan as of August 31, 2020, the ONE-T Trustees shall provide the sponsoring parties of the ELHT information that confirms the cost of the increases at the ELHTs expense, should any of the sponsoring parties request it.

- c) In addition to (a) the Crown shall make a one-time payment to the ONE-T – Principals and Vice-Principals separate account if the following should occur:
  - i. If the audited financial statements for the year ending December 31, 2021 report net assets below 8.3% of the principals and vice-principals' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual employer contributions for the ONE-T principals' and vice-principals' benefits plan for the 2021-22 school year. If the trustees amend the principals' and vice-principals' benefit plan to address net assets below 9.5%, a report is required to show that 8.3% would have been met in the absence of any action. The report and amendments greater than the threshold acted upon and 8.3% (e.g. the difference between 9.5% and 8.3%) are required to receive the funding.

The funding is contingent on the amendments being maintained until the end of these terms and conditions of employment, or

- ii. If no payment is made under (i) and if the audited financial statements for the year ending December 31, 2022 report net assets below 15%, of the ONE-T principals', and vice-principals' benefit plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
  - 1) 3% of the of the employer contributions for the ONE-T principals and vice-principals' benefits plan for the 2022-23 school year; or
  - 2) the difference between the reported net assets and the 15% threshold.
- iii. The Crown shall make only one payment under (c).
- iv. The payment shall be made within 90 days of receipt of the audited financial statements.

#### **4.4 Full-Time Equivalent (FTE) and Employer Contributions**

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/ Bargaining Group schedule (referred to as "Appendix H") for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the Staffing by Employee/ Bargaining Group schedule as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the ONE-T's administrator based on estimated FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the Staffing by Employee/ Bargaining Group schedule for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the ONE-T in a lump sum upon notice to the ONE-T, but no later than August 31 of the following school year that is being reconciled.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the ONE-T, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local Principal and Vice-Principals Association utilizing their local dispute resolution processes or practices.



**4.5 Benefits Committee**

A benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the ONE-T.

**4.6 Privacy**

The Parties agree to inform the ONE-T benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The ONE-T benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

**4.7 Cost Sharing**

a) Should there be an amount of employee co-pay, the Trust shall advise Boards what that amount shall be. Unless advised otherwise, there will be no deductions.

b) Any cost sharing or funding arrangements as per previous local terms and conditions of employment in effect as of August 31, 2014 remain status quo.

4.8 Any other benefits not described above remain in effect in accordance with terms and conditions of employment as of August 31, 2014 (eg. Employee Assistance Programs).

**P5.0 NOTICE TO ACTING PRINCIPALS AND VICE-PRINCIPALS**

At the time an offer to fill a temporary or acting principal or vice-principal position is made the School Board will provide, in writing, the:

a) Length of the term of the temporary/acting position, if known;

b) i. Applicable collective agreement language outlining time limits or restrictions regarding acting or temporary assignments, if any; or

ii. In the absence of collective agreement language, the impact on the acting principal or vice-principal's ability to return to their previous position.

**P6.0 PRINCIPAL/VICE-PRINCIPAL SALARY CONSIDERATIONS**

A new vice-principal or principal internally promoted from the teaching bargaining unit shall, at a minimum, not be paid at a lower salary than they received in the position they were in immediately prior to the promotion (including and limited to allowances for extra degrees, positions of responsibility and qualifications) providing that salary does not exceed the highest grid step for the new position.

**P7.0 PROVINCIAL LIAISON COMMITTEE**

The Parties and the Crown agree to establish a joint Provincial Liaison Committee to promote and facilitate communication on issues of joint interest and to fulfil their obligations under this agreement. The decisions of the Provincial Liaison Committee shall be made on a consensus basis. The Committee shall meet as agreed but a minimum of three (3) times in each school year.

The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

**P8.0 MINISTRY INITIATIVES COMMITTEE**

All three Principals' and Vice-Principals' Associations will be participants in the consultation process at the Ministry Initiatives Committee. The Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training and resources.

**P9.0 INDEMNIFICATION**

- a) The Board agrees that principals and vice-principals shall be covered by its liability insurance within the terms of the board's insurance policy. Such coverage shall also apply to former Principals and Vice-Principals in respect of incidents that occurred during their employment as a Principal or Vice-Principal of the Board. A request to the board for insurance coverage will be processed in accordance with the terms and conditions of the applicable insurance policy.
- b) The Board or insurer(s) shall instruct legal counsel representing a principal or vice-principal in civil claims, actions, suits and civil proceedings. However, in cases where the Insurer provides coverage to the Board and the Board agrees that the principal or vice-principal requires independent legal counsel, it shall indemnify the principal or vice-principal for any costs reasonably incurred up to the limit covered by the Insurer.
- c) Where local terms and conditions for principals and vice-principals currently provide them with a superior benefit in respect of insurance and/or indemnification, those terms and conditions will prevail.

## **APPENDIX A – RETIREMENT GRATUITIES**

### **A. Sick Leave Credit-Based Retirement Gratuities**

1. A principal or vice-principal is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the principal or vice-principal had accumulated and was eligible to receive as of that day.
2. If the principal or vice-principal is eligible to receive a sick leave credit gratuity, upon the principal or vice-principal's retirement, the gratuity shall be paid out at the lesser of,
  - a) the rate of pay specified by the Board's system of sick leave credit gratuities that applied to the principal or vice-principal on August 31, 2012; and
  - b) the principal or vice-principal's salary as of August 31, 2012.
3. If a sick leave credit gratuity is payable upon the death of a principal or vice-principal, the gratuity shall be paid out in accordance with subsection (2).
4. For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the parties agree that any and all wind-up payments to which principal or vice-principals without the necessary years of service were entitled to under Ontario Regulation 01/13: *Sick Leave Credits and Sick Leave Credit Gratuities*, have been paid.
5. For the purposes of the following Boards, despite anything in the Board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the principal or vice-principal have ten (10) years of service with the Board:
  - i. Near North District School Board
  - ii. Avon Maitland District School Board
  - iii. Hamilton-Wentworth District School Board
  - iv. Huron Perth Catholic District School Board
  - v. Peterborough, Victoria, Northumberland and Clarington Catholic District School Board
  - vi. Hamilton-Wentworth Catholic District School Board
  - vii. Waterloo Catholic District School Board
  - viii. Limestone District School Board
  - ix. Conseil scolaire catholique MonAvenir
  - x. Conseil scolaire Viamonde

### **B. Other Retirement Gratuities**

A principal or vice-principal is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

**LETTER OF AGREEMENT #1**

BETWEEN

**TRUSTEES’/SCHOOL BOARD ASSOCIATIONS:**

ASSOCIATION DES CONSEILS SCOLAIRES DES ÉCOLES PUBLIQUES DE L'ONTARIO (ACÉPO)

ASSOCIATION FRANCO-ONTARIENNE DES CONSEILS SCOLAIRES CATHOLIQUES (AFOCSC)

ONTARIO CATHOLIC SCHOOL TRUSTEES’ ASSOCIATION (OCSTA)

ONTARIO PUBLIC SCHOOL BOARDS’ ASSOCIATION (OPSBA)

– AND –

**PRINCIPALS’ AND VICE-PRINCIPALS’ ASSOCIATIONS:**

ASSOCIATION DES DIRECTIONS ET DIRECTIONS ADJOINTES DES ÉCOLES FRANCO-ONTARIENNES  
(ADFO)

CATHOLIC PRINCIPALS’ COUNCIL OF ONTARIO (CPCO)

ONTARIO PRINCIPALS’ COUNCIL (OPC)

– AND –

**THE CROWN**

**RE: Status Quo Provincial Matter**

Status quo provincial matter

The parties agree that the following provincial matters has been addressed at the provincial table and that the provisions shall remain status quo. For further clarity, if language exists, the following matters are to be retained as it existed immediately prior to this agreement. As such the following matters shall not be subject to local discussion or amendment by the local parties for the term of this agreement.

1. Statutory and other board-paid leaves including maternity leave benefits, SEB Plans
2. WSIB – Top-up
3. Reimbursement of Provincial Associations fees, and Ontario College of Teacher fees
4. Long Term Disability (excluding MOU#5)
5. Impact of hiring processes on principals/vice-principals

**LETTER OF AGREEMENT #2  
BETWEEN**

**TRUSTEES'/SCHOOL BOARD ASSOCIATIONS:**

ASSOCIATION DES CONSEILS SCOLAIRES DES ÉCOLES PUBLIQUES DE L'ONTARIO (ACÉPO)

ASSOCIATION FRANCO-ONTARIENNE DES CONSEILS SCOLAIRES CATHOLIQUES (AFOCSC)

ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION (OCSTA)

ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION (OPSBA)

– AND –

**PRINCIPALS' AND VICE-PRINCIPALS' ASSOCIATIONS:**

ASSOCIATION DES DIRECTIONS ET DIRECTIONS ADJOINTES DES ÉCOLES FRANCO-ONTARIENNES  
(ADFO)

CATHOLIC PRINCIPALS' COUNCIL OF ONTARIO (CPCO)

ONTARIO PRINCIPALS' COUNCIL (OPC)

– AND –

**THE CROWN**

**RE: Sick Leave**

The parties agree that any current terms and conditions of employment provisions, related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the provincial terms and conditions document shall remain status quo.

In addition, established Board practices with regard to the following two issues shall remain unchanged for the term of this agreement.

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Agreement.

**LETTER OF AGREEMENT #3**

BETWEEN

**TRUSTEES'/SCHOOL BOARD ASSOCIATIONS:**

ASSOCIATION DES CONSEILS SCOLAIRES DES ÉCOLES PUBLIQUES DE L'ONTARIO (ACÉPO)

ASSOCIATION FRANCO-ONTARIENNE DES CONSEILS SCOLAIRES CATHOLIQUES (AFOCSC)

ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION (OCSTA)

ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION (OPSBA)

– AND –

**PRINCIPALS' AND VICE-PRINCIPALS' ASSOCIATIONS:**

ASSOCIATION DES DIRECTIONS ET DIRECTIONS ADJOINTES DES ÉCOLES FRANCO-ONTARIENNES  
(ADFO)

CATHOLIC PRINCIPALS' COUNCIL OF ONTARIO (CPCO)

ONTARIO PRINCIPALS' COUNCIL (OPC)

– AND –

**THE CROWN**

**RE: Provincial Working Group - Health and Safety**

The parties and the Crown confirm that each of the three Principals' and Vice-Principals' Associations will participate in the Provincial Working Group - Health and Safety.

**LETTER OF AGREEMENT #4**

BETWEEN

**TRUSTEES’/SCHOOL BOARD ASSOCIATIONS:**

ASSOCIATION DES CONSEILS SCOLAIRES DES ÉCOLES PUBLIQUES DE L'ONTARIO (ACÉPO)

ASSOCIATION FRANCO-ONTARIENNE DES CONSEILS SCOLAIRES CATHOLIQUES (AFOCSC)

ONTARIO CATHOLIC SCHOOL TRUSTEES’ ASSOCIATION (OCSTA)

ONTARIO PUBLIC SCHOOL BOARDS’ ASSOCIATION (OPSBA)

– AND –

**PRINCIPALS’ AND VICE-PRINCIPALS’ ASSOCIATIONS:**

ASSOCIATION DES DIRECTIONS ET DIRECTIONS ADJOINTES DES ÉCOLES FRANCO-ONTARIENNES  
(ADFO)

CATHOLIC PRINCIPALS’ COUNCIL OF ONTARIO (CPCO)

ONTARIO PRINCIPALS’ COUNCIL (OPC)

– AND –

**THE CROWN**

**RE: Recruitment and Retention Strategy Working Group**

The Parties and the Crown recognize that Principals and Vice-Principals are key to supporting student achievement and well-being.

The Parties will establish a working group to discuss recruitment and retention strategies for Principals and Vice-Principals including strategies for supporting principals and vice-principals through traumatic events as they impact retention. The Crown may participate in this work.

The working group will determine whether, how and when, on a consensus basis, to report its findings.

**LETTER OF AGREEMENT #5**

BETWEEN

**TRUSTEES' ASSOCIATIONS:**

ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION (OPSBA)

ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION (OCSTA)

ASSOCIATION FRANCO-ONTARIENNE DES CONSEILS SCOLAIRES CATHOLIQUES (AFOCSC)

ASSOCIATION DES CONSEILS SCOLAIRES DES ÉCOLES PUBLIQUES DE L'ONTARIO (ACÉPO)

**-AND-**

**PRINCIPALS' AND VICE-PRINCIPALS' ASSOCIATIONS:**

ONTARIO PRINCIPALS' COUNCIL (OPC)

CATHOLIC PRINCIPALS' COUNCIL OF ONTARIO (CPCO)

ASSOCIATION DES DIRECTIONS ET DIRECTIONS ADJOINTES DES ÉCOLES FRANCO-ONTARIENNES  
(ADFO)

**-AND-**

**THE CROWN**

**RE: Terms of Reference for the Provincial Negotiations Framework**

The Parties and the Crown agree to Terms of Reference to govern future provincial negotiations of the terms and conditions of employment for principals and vice-principals, on the following terms:

1. A notice period of 90 days to commence negotiations, prior to the expiration of the provincial terms and conditions of employment.
2. Mandatory participation of all school boards to be represented by their respective Trustees' Associations, and the principals and vice-principals represented by the



Principals' and Vice-Principals' Associations as parties and including the Crown as a participant in provincial discussions.

3. Once discussions begin, the first step is to establish which elements would be discussed provincially and locally. Upon agreement, substantive negotiations on the central matters would begin.
4. If denominational, French-language or sector specific issues arise, they may be addressed separately as appropriate for the concerned sector or sectors.
5. The table will have French-language capacity and will ensure timely translation of documents.
6. The Participants will engage in collaborative, respectful, good faith negotiations in aid of reaching an agreement on provincial principal and vice-principal terms and conditions of employment.
7. The Parties and the Crown shall have an established internal approval / endorsement procedure.

**Historical Appendix of Terms & Conditions – For Reference Only**

**LETTER OF AGREEMENT #8**

BETWEEN

**TRUSTEES’/SCHOOL BOARD ASSOCIATIONS:**

ASSOCIATION DES CONSEILS SCOLAIRES DES ÉCOLES PUBLIQUES DE L'ONTARIO (ACÉPO)

ASSOCIATION FRANCO-ONTARIENNE DES CONSEILS SCOLAIRES CATHOLIQUES (AFOCSC)

ONTARIO CATHOLIC SCHOOL TRUSTEES’ ASSOCIATION (OCSTA)

ONTARIO PUBLIC SCHOOL BOARDS’ ASSOCIATION (OPSBA)

– AND –

**PRINCIPALS’ AND VICE-PRINCIPALS’ ASSOCIATIONS:**

ASSOCIATION DES DIRECTIONS ET DIRECTIONS ADJOINTES DES ÉCOLES FRANCO-ONTARIENNES  
(ADFO)

CATHOLIC PRINCIPALS’ COUNCIL OF ONTARIO (CPCO)

ONTARIO PRINCIPALS’ COUNCIL (OPC)

– AND –

**THE CROWN**

**RE: Benefits**

The parties agree that, once all employees to whom this memorandum of settlement applies become covered by the Employee Life and Health Trust (ELHT) contemplated by this Letter of Agreement all references to existing life, health and dental benefit plans in the applicable local terms and conditions shall be removed from that local document.

Consistent with section 144.1 of the *Income Tax Act* (Canada) (ITA), OPSBA, OCSTA, AFOCSC, ACEPO, (hereinafter called ‘Trustees’ Associations), OPC, CPCO, ADFO (hereinafter called ‘Principals’ and Vice-Principals’ Associations’) and the Crown, shall establish an ELHT, (hereinafter, the “Trust”), to provide benefits to non-unionized education workers in the Province of Ontario. District school boards District School Area Boards, Public School Authorities, and Provincial Schools Authority (hereinafter, the “Boards”) (as defined in the Education Act, R.S.O 1990 c E.2) may only participate in the Trust, if the Trust will be in

compliance with the ITA and Canada Revenue Agency (CRA) administrative requirements for an ELHT (the “ELHT Requirements”). It is intended that the Trust be effective no later than February 1, 2017. The date on which a Board commences participation in the Trust for a group of employees shall be referred to herein as a “Participation Date”. The Trustees, as defined in 2.2.0, shall determine the Participation Date which shall be no earlier than February 1, 2017 and no later than August 31, 2017. The Trustees, as defined in 2.2.0, shall cooperate with other Trusts to move all employee groups into the Trusts at the same time.

Should groups other than Principals and Vice-Principals join the ELHT, the governance, benefit plan design as well as funding and investment policies of this agreement shall be reviewed by the employee representatives (including the other employee group) and employer representatives and modified if deemed necessary by all parties.

The parties acknowledge that the establishment of the Trust represents a substantial commitment within and beyond the term of the current provincial discussion agreement. This letter of agreement is conditional upon its terms continuing in full force and effect beyond the termination date of the provincial discussion agreement, and is made in detrimental reliance upon such continuation. The terms of this letter of agreement will form the basis for a trust agreement setting out the terms of the ELHT to be approved by the parties.

#### **1.0.0 PRINCIPLES**

- 1.1.0 The Trust will be governed by trustees appointed by the Principals’ and Vice-Principals’ Associations and by the representatives of the other non-union groups that choose to join the Trust (“the employee representatives”) and trustees appointed by the Trustees Associations’ and the Crown acting together (“the employer representatives”);
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French;
- 1.4.0 All non-unionized employee groups in the education sector may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

#### **2.0.0 GOVERNANCE**

##### **2.1.0 Joint Recruitment and Selection**

- 2.1.1 A skills matrix will be developed by employee and employer representatives to guide recruitment and selection of potential trustees to be appointed. The skills matrix will balance the need for professional skills and expertise as well as sector experience. Remuneration of trustees who are not employees of a participating employer or employee group will be set at a rate required to attract the type of skills identified in the skills matrix. All trustee remuneration will be paid by the ELHT.

- 2.1.2 The employee representatives will be responsible for the appointment and termination of the employee appointed trustees, and the employer representatives will be responsible for the appointment and termination of the employer appointed trustees.
- 2.1.3 Employee and employer representatives will cooperate with respect to recruitment and selection of trustees to reflect skills referenced in 2.1.1. The parties will endeavour for consensus in the selection. Where consensus is not reached, employee and employer representatives will select and appoint independently.

### **2.2.0 Board of Trustees**

- 2.2.1 The Board of Trustees will be comprised of nine (9) members, including a Chair. The nine (9) members will include five (5) appointees selected by the employee representatives (including the Chair) and four (4) appointees selected by the employer representatives, including the Crown. One of the Trustees will speak French as their first language.
- 2.2.2 Four (4) of the five (5) employee appointments (excludes the Chair) shall be based on a weighting of the full-time equivalency of members as described in clause 4.1.2 a) ii) "base year" by no later than November 30, 2016, to the nearest 25% (rounded up). The Chair shall be jointly appointed by employee representatives.
- 2.2.3 The Board of Trustees will include a minimum of four (4) independent and professional members appointed as follows:
  - a. Two (2) employee representatives appointed in accordance with 2.2.2, one (1) of whom shall be the Chair, who shall be jointly appointed by the employee representatives, and the second of whom shall be appointed by the non-union representatives should the weighting of the full-time equivalency entitle them to two (2) employee representatives; and
  - b. Two (2) appointments by the employer representatives.

### **2.3.0 Appointments & Voting**

- 2.3.1 The Board of Trustees:
  - a. Will have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
  - b. May not include an active employee in receipt of benefits under the Trust as an employer appointed representative.
- 2.3.2 The appointed independent members will be retained from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the Principals' and Vice-Principals' Associations, the Boards, the Trustees' Associations and the Crown.
- 2.3.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.3.4 Voting requires a simple majority to carry a motion. The Chair may vote to break a tie, but otherwise will remain non-voting and an independent Trustee.

- 2.3.5 The Chair may, at their discretion, call for the requirement of a 60% majority to carry a motion on significant financial matters.
- 2.3.6 The employee representatives shall determine the initial term and subsequent succession plan for their Trustees. The employer representatives shall determine the initial term and subsequent succession plan for their Trustees. The terms of a Trustee shall be limited to a maximum of nine (9) years.

### **3.0.0 ELIGIBILITY and COVERAGE**

- 3.1.0 The Trust will maintain eligibility for Principals' and Vice-Principals' Associations represented employees who are covered by Local Terms and Conditions as of August 31, 2014 and, to the extent they are eligible for benefits from subsisting benefit plans, former and retired principals and vice-principals.
- 3.2.0 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 are entitled to benefits based on the prior arrangements with the Board.
- 3.3.0 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date shall be segregated in their own experience pool and the premiums are to be fully paid by the retirees.
- 3.4.0 No individuals who retire after the Board participation date are eligible.
- 3.5.0 The benefit plan offered by the Trust may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), travel, medical second opinion and navigational services, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if mutually agreed to in future central discussions.
- 3.6.0 Each Board shall provide to the Trust directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) relevant employee information within one (1) month of notification from the Trustees, in the format specified by the Trustees.

### **4.0.0 FUNDING**

#### **4.1.0 Negotiated Funding Amount, Board Contributions**

- 4.1.1 Each Board shall pay an amount equal to 1/12<sup>th</sup> of the annual negotiated funding amount as described in 4.1.3 to the Trust by the last day of each month from and after the Board's Participation Date.
- 4.1.2 The Boards will calculate the annual amount of a. i) divided by a. ii) which will form the base funding amount for the Trust;
  - a. i) "Total Cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium

costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.

Total Cost excludes retiree costs associated with 3.2.0 and 3.3.0.

- ii) "Total FTE" means the total FTE consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
  - iii) The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year, except for the base year. It shall use the board's October 31<sup>st</sup> FTE data only. Each Board's total FTE shall be verified by the local association.
- b. Calculations in a. i), ii) and iii) will be subject to specified audit procedures that will be completed by the Boards external auditors by May 16, 2016.
  - c. The Board's total FTE, as identified in 4.1.2 (a)(iii) shall include all regular employees in the employee group. For clarity, where a person is on leave and is replaced by an individual on a long-term assignment, only one of the two individuals are included, not both.
- 4.1.3 On the participation date, the Board will contribute to the Trust
- a. the amount determined in s. 4.1.2 plus 4% for 2015-16 and 4% for 2016-17.
  - b. An amount of \$300 per FTE, in addition to a) will be provided.
- 4.1.4 Funding previously paid under 4.1.3 above will be reconciled to the agreed October 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- 4.1.5 All amounts determined in sections 4.1.2 a) and 4.1.4 related to Principals and Vice-Principals shall be subject to a due diligence review by the Principal and Vice-Principal Associations'. The Boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the Principals' and Vice-Principals' Associations. If any amount cannot be agreed between the Principals' and Vice-Principals' Associations and a Board, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information.
- 4.1.6 On any material matter relating to sections 4.1.2 a) and 4.1.4, the Principals' and Vice-Principals' Associations, the Trustees' Associations or the Crown can deem this Letter of Agreement to be null and void. No Participation Dates for any Boards shall be triggered and the benefits related provisions of all local terms and conditions, as they were before the adoption of this Letter of Agreement, shall remain in full force and effect.

- 4.1.7 The Board shall be responsible for administering and paying for any existing Employee Assistance Programs (EAPs), maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).

Funding arrangements related to the use of employee Employment Insurance Rebates for the provision of EAP services remain status quo based on Terms and Conditions in effect August 31, 2014.

- 4.1.8 Sixty (60) days prior to the participation date, the Trust will be responsible for informing the Boards of any further changes required by the Trust from employees' pay.
- 4.1.9 The Board shall deduct premiums as and when required by the Trust from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trust with supporting documentation as required by the Trustees.
- 4.1.10 Some Principals' and Vice-Principals' Associations' members currently contribute to the payment of employee benefits at varying levels in accordance with local terms and conditions of employment, generally referred to as "Co-Pay". This amount is often expressed as a percentage of premiums. Should the Trust choose to reduce or eliminate the "Co-Pay", the Crown will provide funding equivalent to the reduction of the "Co-Pay" amount. The reduction to the percentage of premium, if any, will be converted to a per FTE amount based on the 2014-15 premiums. This election must be made by the last Board's Participation Date.
- 4.1.11 Any other cost sharing or funding arrangements are status-quo to the local terms and conditions, Board policies and/or Board procedures such as but not limited to Employment Insurance rebates.
- 4.1.12 Funding for retirees shall be provided based on the costs/premiums in 2014-15 associated with those retirees described in 3.2.0 and 3.3.0. The amount in 2014-15 will be increased by 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will remain status quo per local terms and conditions in place as of August 31, 2014 or per existing benefit plan provisions.

**4.2.0 Start-Up Costs**

- 4.2.1 The Crown shall provide:
- a. A one-time contribution to the Trust equal to one and a half month's benefits costs determined in 4.1.2 (a)(i), (15% of Total Cost in 4.1.2 a) to establish a Claims Fluctuation Reserve ("CFR"). This amount shall be paid to the Trustees upon the creation of the Trust.

- b. A one-time contribution to the Trust of one-half of one month's benefits costs determined in 4.1.2 (a)(i), (4.15% of Total Cost in 4.1.2(a)(i), to cover start-up costs.
  - c. A one-time contribution to the Trust equal to 3% of Total Cost in 4.1.2 (a)(i) to recognize the significant additional costs of operating in both English and French for the Board of Trustees as well as at the membership service level.
  - d. A one-time contribution to the Trust equal to \$580,000 to support the costs related to assessing and further leveraging the work completed by the Technical Working Group on Benefits, including a detailed analysis of employee benefits data as well as support for communication of the learnings with Principals and Vice-Principals.
- 4.2.2 The Trust shall retain rights to all data and licensing rights to the software systems.
- 4.2.3 The Crown shall pay to ADFO \$2.0M of the startup costs referred to in s.4.2.1(b), (c) and (d) on the date of agreement of provincial terms and conditions of employment, and shall pay to ADFO the balance of the payments, if required under s. 4.2.1(b), (c) and (d) upon the creation of the Trust. Where these funds exceed the start-up costs, they shall be transferred to the Trust for purposes of the CFR.
- 4.2.4 In addition to any other payments required hereunder, on the day that a Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust by the applicable Board in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Board's surplus will be retained by the Board.
- a. All Boards' reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
  - b. For the Administrative Services Only plans (ASO), a surplus (including deposits on hand) will be distributed to the Trust, net of claims, no later than five (5) months after the participation date based on employees' co-share, or as determined through discussions with the carrier. Employees will have three (3) months after the participation date to submit claims. After this period they will not be eligible.
  - c. Prior to transitioning to the Trust, the parties shall determine whether the group transitioning has an eligible and available employer/employee deficit/surplus under the financial arrangements within their existing group insurance policies. For policies where the experience of multiple groups has



been combined, the existing surplus will be allocated to each group based on the following:

- i. If available, the paid premiums or contributions or claims costs of each group; or
- ii. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of FTE positions covered by each group in the most recent policy year will be used.

The methodology listed above will be applicable for each group leaving or terminating an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- d. Where applicable, Boards with deficits in their benefit plans will first recover the deficit through the CFR and IBNR. Where these reserves are insufficient, the remaining deficits shall be the sole responsibility of those Boards.

4.2.5 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.6 Within sixty (60) days of the end of each school year, the amount paid by the Crown or by a Board in relation to s. 4.1.3 shall be reconciled to the actual negotiated funding amount required under this Letter of Agreement, and any difference shall be paid to the Trust or deducted against future payments of Boards within thirty (30) days of the reconciliation.

4.2.7 Where other employee groups join the Trust, common start-up costs already incurred will be shared as per s. 4.1.2 a) ii).

#### **4.3.0 Interim Benefits Coverage**

4.3.1 For the current term the Boards agree to the following:

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. The terms and conditions of any existing EAPs shall remain the responsibility of the respective Boards and not the Trust.

#### **5.0.0 SHARED SERVICES**

5.1.0 The Principals' and Vice-Principals' Associations agree to explore a shared services model that will provide for the administration and investment of the

Trust and will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for administering the benefits provided and ensuring the delivery of benefits on a sustainable, efficient and cost effective basis.

- 5.1.1 Shared administrative services will be provided as determined by the Transition Committee and will be competitively procured within four (4) years of the last employee representative group's participation date but shall be no later than August 31, 2021.
- 5.1.2 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

#### **6.0.0 BOARD OF TRUSTEES' RESPONSIBILITIES**

- 6.1.0 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
  - a. The Trustees' selection of the Trust auditors and the Trust actuaries.
  - b. The annual reports of the auditors and actuaries.
  - c. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability of the initial plan design. The first actuarial report shall be received no sooner than six months and no later than twelve months following the implementation of the initial plan.
  - d. The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability, of any subsequent changes to the plan design.
  - e. The design and adoption of the initial Benefit Plan and any amendments to the Benefit Plan;
  - f. Validation of the sustainability of the respective Plan Design;
  - g. Establishing member contribution or premium requirements, and member deductibles;
  - h. Identifying efficiencies that can be achieved;
  - i. The design and amendment of the Funding Policy;
  - j. The Investment Policy and changes to the Investment Policy;
  - k. Procurement of adjudicative, administrative, insurance, consultative and investment services.
- 6.2.0 Under the Funding Policy, surpluses in the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
  - a. Fund future claims in conjunction with the fixed funding and term contained in the Provincial Terms and Conditions of Employment;
  - b. Fund claims stabilization or other reserves;
  - c. Improve plan design;
  - d. Expand eligibility (subject to Section 3.1.2 through 3.1.4); and
  - e. Reduce member premium share, if any.

- 6.3.0 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1<sup>st</sup>) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds;
  - b. Increased member share premium;
  - c. Change plan design;
  - d. Cost containment tools;
  - e. Reduced plan eligibility;
  - f. Cessation of benefits, other than life insurance benefits; and
  - g. Identify other sources of revenue.

The Funding Policy shall require that the Trustees take the necessary actions or decisions during a period in which the CFR is less than 8.3% of annual plan expenses over a projected three year period. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance to at least 8.3% of total annual expenses.

- 6.4.0 The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of all of their service providers.

- 6.5.0 The Trust shall provide “trustee liability insurance” for all Trustees.

#### **7.0.0 ACCOUNTABILITY**

- 7.1.0 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections regarding the adequacy of contributions to cover projected benefit and related costs for a period not less than three (3) years into the future.

- 7.2.0 The Funding Policy shall require the Trustees to take necessary actions or decisions during a period in which the CFR is less than 8.3% of annual expenses over a projected three year period. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance to at least 8.3% of total annual expenses.

- 7.3.0 Copies of the audited financial statements and actuarial evaluation report requested in section 7.1.0 above will be shared with the Principals’ and Vice-Principals’ Associations, the Trustees’ Associations and the Crown.

#### **8.0.0 TRANSITION COMMITTEE**

- 8.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all

matters that may arise in the creation of the Trust, including the determination of the benefits service provider and the shared services provider.

#### **9.0.0 ENROLMENT**

- 9.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Trust to all new members within five (5) days from their acceptance of employment.
- 9.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.
- 9.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust in advance of the member commencing active employment. The Board shall enter any subsequent demographic or employment changes as specified by the Trust within one week of the change occurring.
- 9.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.
- 9.5.0 Each Board shall provide updated work status in the HRIS file a minimum of two (2) weeks in advance of the leave.

#### **10.0.0 ERRORS AND OMISSIONS**

- 10.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.
- 10.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.
- 10.3.0 Upon request by the Trust Plan Administrator, a Board shall provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any twelve (12) month period.
- 10.4.0 The Trust Plan Administrator has the right to have their representatives review employment records related to the administration of the Association's provincial benefit program at a Board office during regular business hours upon thirty (30) days written notice.

**11.0.0 CLAIMS SUPPORT**

11.1.0 The Board shall complete and submit the Trust's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust for life waiver claims when the Trust does not administer and adjudicate the LTD benefits.

11.2.0 Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust.

**12.0.0 PRIVACY**

12.1.0 In accordance with applicable privacy legislation, the Trust shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The Trust's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

**13.0.0 PAYMENTS**

13.1.0 The Crown will make a recommendation to the Lieutenant Governor in Council to amend the Grants for Student Needs funding regulation indicating that funding amount provided for benefit of the Trust must be provided to the Trust in accordance with the Letter of Agreement.

*Subject to errors and omissions*

## **APPENDIX II – DOES NOT FORM PART OF THE TERMS AND CONDITIONS**

### **MEMORANDUM OF UNDERSTANDING #1**

**BETWEEN**

#### **TRUSTEES' ASSOCIATIONS:**

ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION (OPSBA)

ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION (OCSTA)

ASSOCIATION FRANCO-ONTARIENNE DES CONSEILS SCOLAIRES CATHOLIQUES (AFOCSC)

ASSOCIATION DES CONSEILS SCOLAIRES DES ÉCOLES PUBLIQUES DE L'ONTARIO (ACÉPO)

**-AND-**

#### **PRINCIPALS' AND VICE-PRINCIPALS' ASSOCIATIONS:**

ONTARIO PRINCIPALS' COUNCIL (OPC)

CATHOLIC PRINCIPALS' COUNCIL OF ONTARIO (CPCO)

ASSOCIATION DES DIRECTIONS ET DIRECTIONS ADJOINTES DES ÉCOLES FRANCO-ONTARIENNES (ADFO)

**-AND-**

#### **THE CROWN**

**RE: Provincial Working Group – Compensation**

The Parties and the Crown agree to establish a Provincial Working Group regarding the compensation of Principals and Vice-Principals.

The purpose of the working group would be to gather and analyze:

- the various grids for both panels
- positions of responsibility salaries and allowances
- system principals' salaries

This work group will consist of representatives from the Trustees' Associations, Principals' and Vice-Principals' Associations and school boards and be facilitated by representatives from the Ministry of Education.

The working group will determine whether, how and when, on a consensus basis, to report its findings.

*Subject to errors and omissions*

The discussions and any report of the working group are without prejudice to the position of the Principals' and Vice-Principals' Associations and the Crown in HRTO application 2018-31282-1 and 2018-31283-1.

*Subject to errors and omissions*

**MEMORANDUM OF UNDERSTANDING #2**

**BETWEEN**

**TRUSTEES' ASSOCIATIONS:**

ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION (OPSBA)

ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION (OCSTA)

ASSOCIATION FRANCO-ONTARIENNE DES CONSEILS SCOLAIRES CATHOLIQUES (AFOCSC)

ASSOCIATION DES CONSEILS SCOLAIRES DES ÉCOLES PUBLIQUES DE L'ONTARIO (ACÉPO)

**-AND-**

**PRINCIPALS' AND VICE-PRINCIPALS' ASSOCIATIONS:**

ONTARIO PRINCIPALS' COUNCIL (OPC)

CATHOLIC PRINCIPALS' COUNCIL OF ONTARIO (CPCO)

ASSOCIATION DES DIRECTIONS ET DIRECTIONS ADJOINTES DES ÉCOLES FRANCO-ONTARIENNES (ADFO)

**-AND-**

**THE CROWN**

**RE: Employee Life and Health Trust (ELHT) Benefit Matters**

**1. Actuarial Valuations of the PVP Plan**

The Parties and the Crown wish to affirm the importance of the ONE-T's annual actuarial report in ensuring the financial sustainability of the plan. As per section 17.3 of the ONE-T Agreement and Declaration of Trust, these actuarial reports are made using actuarial assumptions in accordance with generally accepted actuarial principles.

The Parties and the Crown acknowledge that the existing actuarial assumptions used, in particular those associated with the forecasted per-Full-Time Equivalent (FTE) funding increases for years that are not covered by a current terms and conditions of employment agreement, may have required the board of Trustees to make immediate decisions prior to the next round of negotiations.



Therefore, the Parties and the Crown will agree to amend the ONE-T Trust Agreement as follows:

- If the most recent actuarial report covers the 2022-23 year and/or any year that is not part of the terms and conditions of employment, and the actuarial report includes a funding assumption of 1 per cent for year 2022-23 and 0 per cent for each year after, and if the Claims Fluctuation Reserve (CFR) is projected to be below the CFR set by the Trust or 8.3%, whichever is higher in such a year, Plan design changes shall be at the discretion of the trustees.
- Should the Trustees not enact a Plan design change that maintains the CFR above the CFR set by the Trust or 8.3%, whichever is higher, the Trustees must develop a contingency plan in the event that the funding agreed to in the terms and conditions of employment results in the CFR continuing to be projected to be below the CFR set by the Trust or 8.3%, whichever is higher threshold. The contingency plan, which includes but is not limited to the items below, must be shared with the Parties:
  - Funding scenarios of no increase in funding, increases consistent with Consumer Price Index (CPI), and increases equal to the average of the prior three years.
  - Cost scenarios – for example inflationary trend increases and changes to demographics.
  - Proposed actions by the Trustees for each scenario – for example plan reductions and administrative efficiencies.
- This amendment will apply to the PVP benefit plan within the ONE-T.

For clarity, the existing requirement for Plan design changes will continue to apply if the most recent actuarial report covers a year that is part of the terms and conditions of employment, except for 2022-23, and the CFR is projected to be below the CFR set by the Trust or 8.3%, whichever is higher in such a year or if the current year's CFR falls below that threshold.

Finally, the Parties and the Crown confirm that any decision to maintain or change benefits Plan design is at the discretion of the Board of Trustees, subject to any restrictions in the ONE-T Agreement and Declaration of Trust, the terms and conditions of employment, or the *Income Tax Act* and in accordance with their responsibility for the ongoing operations and long-term financial sustainability of the ONE-T.

*Subject to errors and omissions*

**MEMORANDUM OF UNDERSTANDING #3**

BETWEEN

**TRUSTEES' ASSOCIATIONS:**

ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION (OPSBA)

ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION (OCSTA)

ASSOCIATION FRANCO-ONTARIENNE DES CONSEILS SCOLAIRES CATHOLIQUES (AFOCSC)

ASSOCIATION DES CONSEILS SCOLAIRES DES ÉCOLES PUBLIQUES DE L'ONTARIO (ACÉPO)

**-AND-**

**PRINCIPALS' AND VICE-PRINCIPALS' ASSOCIATIONS:**

ONTARIO PRINCIPALS' COUNCIL (OPC)

CATHOLIC PRINCIPALS' COUNCIL OF ONTARIO (CPCO)

ASSOCIATION DES DIRECTIONS ET DIRECTIONS ADJOINTES DES ÉCOLES FRANCO-ONTARIENNES (ADFO)

**-AND-**

**THE CROWN**

**RE: Amendment of the Ontario Non-Union Education Trust (ONE-T) Agreement**

The Parties and the Crown will, in consultation with the Trust, agree to make the necessary amendments to the eligibility criteria for the benefits under the Trust to be consistent with section 5 of the MOS. These amendments shall not alter the status quo from the existing practices in place at school boards. These amendments shall not restrict the Trust's discretion in accordance with the ONE-T Trust agreement to establish service requirements for eligibility.

**MEMORANDUM OF UNDERSTANDING #4**

BETWEEN

**TRUSTEES' ASSOCIATIONS:**

ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION (OPSBA)

ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION (OCSTA)

ASSOCIATION FRANCO-ONTARIENNE DES CONSEILS SCOLAIRES CATHOLIQUES (AFOCSC)

ASSOCIATION DES CONSEILS SCOLAIRES DES ÉCOLES PUBLIQUES DE L'ONTARIO (ACÉPO)

**-AND-**

**PRINCIPALS' AND VICE-PRINCIPALS' ASSOCIATIONS:**

ONTARIO PRINCIPALS' COUNCIL (OPC)

CATHOLIC PRINCIPALS' COUNCIL OF ONTARIO (CPCO)

ASSOCIATION DES DIRECTIONS ET DIRECTIONS ADJOINTES DES ÉCOLES FRANCO-ONTARIENNES (ADFO)

**-AND-**

**THE CROWN**

**RE: Audit Procedures**

The Crown intends to implement a specified audit procedures process, developed in conjunction with the Council of Trustees' Association, school board auditors, accountants and pertinent school board personnel, to be applied to the Principal and Vice-Principal Full-Time Equivalents (FTE) reported by school boards in the Staffing by Employee/Bargaining Group Forms, currently referred to as Appendix H of the Education Finance and Information System, supporting the "Total Staffing for Trust Purposes" number. A minimum of five (5) boards will be selected for a test audit during the term of the agreement, selected upon consensus by the Parties and the Crown. A test audit will be performed on the FTE reported by one school board for the 2020-21 school year and on two school boards in each of the 2021-22 and 2022-23 school years. The Crown and the Council of Trustees' Associations will share the objectives of the audit procedures with the Principals' and Vice-Principals' Associations prior to performing

*Subject to errors and omissions*

the test audit. Upon completion of the test audits, a final report will be shared with the Principals' and Vice-Principals' Associations.

Where the specified audit procedures identify a finding resulting in an adjustment to reported FTE, the funding shall be adjusted for the school year in which the audit procedures were applied.

*Subject to errors and omissions*

**MEMORANDUM OF UNDERSTANDING #5**

BETWEEN

**TRUSTEES'/SCHOOL BOARD ASSOCIATIONS:**

ASSOCIATION DES CONSEILS SCOLAIRES DES ECOLES PUBLIQUES DE L'ONTARIO (ACÉPO)

ASSOCIATION FRANCO-ONTARIENNE DES CONSEILS SCOLAIRES CATHOLIQUES (AFOCSC)

ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION (OCSTA)

ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION (OPSBA)

– AND –

**PRINCIPALS' AND VICE-PRINCIPALS' ASSOCIATIONS:**

ASSOCIATION DES DIRECTIONS ET DIRECTIONS ADJOINTES DES ECOLES FRANCO-ONTARIENNES (ADFO)

CATHOLIC PRINCIPALS' COUNCIL OF ONTARIO (CPCO)

ONTARIO PRINCIPALS' COUNCIL (OPC)

– AND –

**THE CROWN**

**RE: Long Term Disability (LTD) Plan (French Catholic and French Public School Boards)**

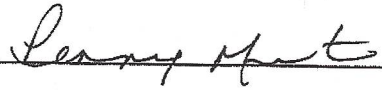
The Parties and the Crown agree that the Conseil scolaire de district catholique de l'Est ontarien and the local PVP association may discuss the possible transfer of the principals and vice-principals (PVP) to the ADFO LTD plan. In order to explore this possibility, the board will meet with the local association and will consider their request. The final decision will remain with the board. In order to offset the additional cost to the school board to transfer the principals and vice principals in the ADFO LTD plan, the local parties may discuss the supplemental employment benefit plans offered by the board. No changes in the supplemental employment benefits plan offered by the board will be made without an agreement on the transfer of the ADFO LTD plan.

Nothing prevents the school boards and the local PVP associations from discussing the possibility of a transfer of the principals and vice-principals to the ADFO LTD plan at any time during the term of this agreement. The final decision on plan transfer will remain with the board.

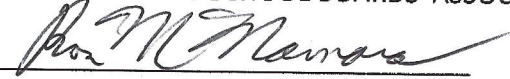
Subject to errors and omissions

Dated at Toronto, this 14 day of December 2021.

**TRUSTEES' ASSOCIATIONS:**



ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION (OPSBA)



ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION (OCSTA)



ASSOCIATION FRANCO-ONTARIENNE DES CONSEILS SCOLAIRES CATHOLIQUES (AFOCSC)



ASSOCIATION DES CONSEILS SCOLAIRES DES ECOLES PUBLIQUES DE L'ONTARIO (ACÉPO)

**PRINCIPALS' AND VICE-PRINCIPALS' ASSOCIATIONS:**



ONTARIO PRINCIPALS' COUNCIL (OPC)



CATHOLIC PRINCIPALS' COUNCIL OF ONTARIO (CPCO)



ASSOCIATION DES DIRECTIONS ET DIRECTIONS ADJOINTES DES ECOLES FRANCO-ONTARIENNES (ADFO)

**THE CROWN:**

Andrew Davis

Digitally signed by Andrew Davis  
DN: cn=Andrew Davis, o=Education, Telephone  
and Facsimile Numbers, ou=ASBAC,  
mail=andrew.davis@ontario.ca, c=CA  
Date: 2021.12.14 16:42:29 -0500

# Appendix III

<b>Professional Development - \$400,000</b>	
<b>DSB Name</b>	<b>Share</b>
Algoma DSB	1.11%
Algonquin and Lakeshore Catholic DSB	0.91%
Avon Maitland DSB	1.08%
Bluewater DSB	1.12%
Brant Haldimand Norfolk Catholic DSB	0.85%
Bruce-Grey Catholic DSB	0.66%
Catholic DSB of Eastern Ontario	1.04%
CÉP de l'Est de l'Ontario	1.19%
Conseil scolaire public du Nord-Est de l'Ontario	0.70%
CS catholique Providence	0.95%
CS Viamonde	1.17%
CSD catholique Centre-Sud	1.24%
CSD catholique de l'Est ontarien	0.98%
CSD catholique des Aurores boréales	0.59%
CSD catholique des Grandes Rivières	0.81%
CSD catholique du Centre-Est de l'Ontario	1.31%
CSD catholique du Nouvel-Ontario	0.87%
CSD catholique Franco-Nord	0.66%
CSD du Grand Nord de l'Ontario	0.69%
DSB of Niagara	1.85%
DSB Ontario North East	0.82%
Dufferin-Peel Catholic DSB	2.50%
Durham Catholic DSB	1.17%
Durham DSB	2.74%
Grand Erie DSB	1.38%
Greater Essex County DSB	1.59%
Halton Catholic DSB	1.33%
Halton DSB	2.22%
Hamilton-Wentworth Catholic DSB	1.21%
Hamilton-Wentworth DSB	1.83%
Hastings and Prince Edward DSB	1.09%
Huron-Perth Catholic DSB	0.67%
Huron-Superior Catholic DSB	0.74%
Kawartha Pine Ridge DSB	1.56%
Keewatin-Patricia DSB	0.80%
Kenora Catholic DSB	0.57%
Lakehead DSB	0.79%
Lambton Kent DSB	1.28%
Limestone DSB	1.27%
London District Catholic School Board	1.11%
Near North DSB	0.94%
Niagara Catholic DSB	1.18%
Nipissing-Parry Sound Catholic DSB	0.63%
Northeastern Catholic DSB	0.63%
Northwest Catholic DSB	0.31%
Ottawa Catholic DSB	1.80%
Ottawa-Carleton DSB	2.79%
Peel DSB	4.74%
Peterborough V N C Catholic DSB	0.97%
Rainbow DSB	1.12%
Rainy River DSB	0.65%
Renfrew County Catholic DSB	0.72%
Renfrew County DSB	0.91%
Simcoe County DSB	2.14%
Simcoe Muskoka Catholic DSB	1.18%
St. Clair Catholic DSB	0.78%
Sudbury Catholic DSB	0.73%
Superior North Catholic DSB	0.33%
Superior-Greenstone DSB	0.66%
Thames Valley DSB	2.85%
Thunder Bay Catholic DSB	0.74%
Toronto Catholic DSB	3.15%
Toronto DSB	8.20%
Trillium Lakelands DSB	1.15%
Upper Canada DSB	1.66%
Upper Grand DSB	1.58%
Waterloo Catholic DSB	1.11%
Waterloo Region DSB	2.32%
Wellington Catholic DSB	0.73%
Windsor-Essex Catholic DSB	1.17%
York Catholic DSB	1.75%
York Region DSB	3.90%
<b>Totals</b>	<b>100%</b>

SUBJECT TO ERRORS AND OMISSIONS

<b>Investment in System Priorities</b>		
<b>DSB Name</b>	<b>2021-22</b>	<b>2022-23</b>
DSB Ontario North East	\$ 23,348	\$ 23,582
Algoma DSB	\$ 30,307	\$ 30,610
Rainbow DSB	\$ 35,654	\$ 36,010
Near North DSB	\$ 30,104	\$ 30,405
Keewatin-Patricia DSB	\$ 18,055	\$ 18,236
Rainy River DSB	\$ 12,361	\$ 12,484
Lakehead DSB	\$ 24,297	\$ 24,540
Superior-Greenstone DSB	\$ 11,745	\$ 11,862
Bluewater DSB	\$ 41,498	\$ 41,913
Avon Maitland DSB	\$ 39,725	\$ 40,122
Greater Essex County DSB	\$ 70,625	\$ 71,332
Lambton Kent DSB	\$ 51,591	\$ 52,107
Thames Valley DSB	\$ 146,547	\$ 148,013
Toronto DSB	\$ 470,083	\$ 474,784
Durham DSB	\$ 130,829	\$ 132,138
Kawartha Pine Ridge DSB	\$ 72,334	\$ 73,058
Trillium Lakelands DSB	\$ 39,768	\$ 40,166
York Region DSB	\$ 219,528	\$ 221,723
Simcoe County DSB	\$ 99,704	\$ 100,701
Upper Grand DSB	\$ 69,966	\$ 70,666
Peel DSB	\$ 276,180	\$ 278,942
Halton DSB	\$ 115,947	\$ 117,107
Hamilton-Wentworth DSB	\$ 98,172	\$ 99,154
DSB of Niagara	\$ 80,370	\$ 81,174
Grand Erie DSB	\$ 58,856	\$ 59,444
Waterloo Region DSB	\$ 117,854	\$ 119,033
Ottawa-Carleton DSB	\$ 139,106	\$ 140,497
Upper Canada DSB	\$ 73,009	\$ 73,739
Limestone DSB	\$ 47,948	\$ 48,428
Renfrew County DSB	\$ 26,016	\$ 26,276
Hastings and Prince Edward DSB	\$ 38,311	\$ 38,694
Northeastern Catholic DSB	\$ 12,688	\$ 12,814
Nipissing-Parry Sound Catholic DSB	\$ 12,098	\$ 12,219
Huron-Superior Catholic DSB	\$ 16,132	\$ 16,294
Sudbury Catholic DSB	\$ 18,752	\$ 18,939
Northwest Catholic DSB	\$ 8,418	\$ 8,502
Kenora Catholic DSB	\$ 8,273	\$ 8,356
Thunder Bay Catholic DSB	\$ 20,150	\$ 20,352
Superior North Catholic DSB	\$ 9,061	\$ 9,151
Bruce-Grey Catholic DSB	\$ 14,300	\$ 14,443
Huron-Perth Catholic DSB	\$ 15,929	\$ 16,088
Windsor-Essex Catholic DSB	\$ 42,988	\$ 43,418
London District Catholic School Board	\$ 44,815	\$ 45,263
St. Clair Catholic DSB	\$ 23,905	\$ 24,145
Toronto Catholic DSB	\$ 177,228	\$ 179,000
Peterborough V N C Catholic DSB	\$ 34,304	\$ 34,647
York Catholic DSB	\$ 102,608	\$ 103,634
Dufferin-Peel Catholic DSB	\$ 149,076	\$ 150,567
Simcoe Muskoka Catholic DSB	\$ 46,770	\$ 47,238
Durham Catholic DSB	\$ 45,173	\$ 45,625
Halton Catholic DSB	\$ 63,875	\$ 64,514
Hamilton-Wentworth Catholic DSB	\$ 55,893	\$ 56,452
Wellington Catholic DSB	\$ 21,184	\$ 21,396
Waterloo Catholic DSB	\$ 45,495	\$ 45,950
Niagara Catholic DSB	\$ 48,677	\$ 49,164
Brant Haldimand Norfolk Catholic DSB	\$ 26,418	\$ 26,682
Catholic DSB of Eastern Ontario	\$ 37,400	\$ 37,774
Ottawa Catholic DSB	\$ 88,390	\$ 89,274
Renfrew County Catholic DSB	\$ 17,359	\$ 17,533
Algonquin and Lakeshore Catholic DSB	\$ 30,907	\$ 31,216
CSD du Nord-Est de l'Ontario	\$ 12,795	\$ 12,923
CSD du Grand Nord de l'Ontario	\$ 14,332	\$ 14,476
CS Viamonde	\$ 37,438	\$ 37,812
CÉP de l'Est de l'Ontario	\$ 38,220	\$ 38,602
CSD catholique des Grandes Rivières	\$ 23,547	\$ 23,782
CSD catholique Franco-Nord	\$ 12,929	\$ 13,058
CSD catholique du Nouvel-Ontario	\$ 25,148	\$ 25,400
CSD catholique des Aurores boréales	\$ 8,750	\$ 8,838
CS catholique Providence	\$ 27,195	\$ 27,467
CSD catholique Centre-Sud	\$ 47,970	\$ 48,450
CSD catholique de l'Est ontarien	\$ 30,848	\$ 31,157
CSD catholique du Centre-Est de l'Ontario	\$ 53,884	\$ 54,423
<b>Totals</b>	<b>\$ 4,281,163</b>	<b>\$ 4,323,974</b>



*Joint Statement of Principles for discussing provincial terms and conditions.*

**JOINT STATEMENT OF PRINCIPLES FOR ESTABLISHING  
PROVINCIAL PRINCIPAL AND VICE-PRINCIPAL TERMS AND CONDITIONS OF EMPLOYMENT**

BETWEEN

**TRUSTEES' ASSOCIATIONS:**

ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION (OPSBA)

ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION (OCSTA)

ASSOCIATION FRANCO-ONTARIENNE DES CONSEILS SCOLAIRES CATHOLIQUES (AFOCSC)

ASSOCIATION DES CONSEILS SCOLAIRES DES ECOLES PUBLIQUES DE L'ONTARIO (ACÉPO)

**-AND-**

**PRINCIPALS' AND VICE-PRINCIPALS' ASSOCIATIONS:**

ONTARIO PRINCIPALS' COUNCIL (OPC)

CATHOLIC PRINCIPALS' COUNCIL OF ONTARIO (CPCO)

ASSOCIATION DES DIRECTIONS ET DIRECTIONS ADJOINTES DES ECOLES FRANCO-ONTARIENNES

(ADFO)

**-AND-**

**THE CROWN**

**[Collectively "The Participants" / "The parties"]**

1. The Crown, Trustee Associations & P/VP Associations are committed to collaborative, respectful and thorough negotiating terms and conditions in good faith, with the intention of reaching an agreement on all items proposed. They will engage sincerely in the discussion of each other's proposals, give due consideration to them, respond to each proposal, and work diligently towards resolution of all of the issues.
2. The parties will come to the table with the necessary mandates to negotiate every item identified on the list of provincial issues [attached hereto as Appendix "A"] in good faith

*Joint Statement of Principles for discussing provincial terms and conditions.*

and to represent their respective members as authorized together, with an established internal approval/endorsement procedure.

3. The list of discussion topics contained in Appendix "A" represents the entirety of the subject matter for provincial negotiations between the Trustees' Associations, the Principals' and Vice-Principals' Associations and the Crown ("Provincial Matters").
4. In addition to negotiating the items in Appendix "A", the parties will review the Terms of Reference for discussions dated June 15, 2015 with a view to selecting and revising what portions need to be retained for this round of discussion.
5. In order to make negotiations as efficient, focused and expedited as possible, the parties adopt the following steps:
  - a. They will first discuss, under each of the headings in Appendix "A" attached, what current provincial agreement provisions ought to be amended, and why; and what other issues under the heading ought to be addressed, and why. The purpose of this initial discussion is to understand the priorities of each party; the need that is to be addressed under the topic heading; and the extent to which there might be consensus on the issue.
  - b. Thereafter, provide specific proposals on each of the priorities and topics raised in (a).
  - c. Thereafter, having so clarified under (a) and (b) as to what is sought by all parties concerned, the parties will set priorities for discussion and then prepare proposed language to be discussed and agreed upon. To the extent there is consensus on an issue, the parties may agree to jointly draft the provision.
6. In any event, the Participants may mutually agree in exceptional circumstances to make certain aspects of a Provincial matter, upon which agreement has otherwise been reached, available for local negotiations.
7. The parties confirm that the agreement to Appendix "A" is without prejudice and without precedent to the content of the Provincial List in any future round of discussions.
8. In order to provide information to local school boards and local principal and vice-principal associations, the Participants agree to issue a mutually agreeable communication outlining the list of Provincial Matters.
9. The parties acknowledge the PVP Associations' reservation of rights as contained in the Letter of Agreement dated June 15, 2015 as well as the Letter of Agreement dated May 18, 2017, both of which are appended, as Appendix "B". Further, the parties agree that

*Joint Statement of Principles for discussing provincial terms and conditions.*

there is no need for the PVP Associations to repeat these reservations in future exchanges and communications.

Dated this 26<sup>th</sup> day of April 2021.

**TRUSTEES' ASSOCIATIONS:**

        Penny Nozick        

ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION (OPSBA)

        Ron McNamara        

ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION (OCSTA)

        HATS        

ASSOCIATION FRANCO-ONTARIENNE DES CONSEILS SCOLAIRES CATHOLIQUES (AFOCSC)

        [Signature]        

ASSOCIATION DES CONSEILS SCOLAIRES DES ECOLES PUBLIQUES DE L'ONTARIO (ACÉPO)

**PRINCIPALS' AND VICE-PRINCIPALS' ASSOCIATIONS:**

        [Signature]        

ONTARIO PRINCIPALS' COUNCIL (OPC)

        [Signature]        

CATHOLIC PRINCIPALS' COUNCIL OF ONTARIO (CPCO)

        Jean Pierre Michaud        

ASSOCIATION DES DIRECTIONS ET DIRECTIONS ADJOINTES DES ECOLES FRANCO-ONTARIENNES

(ADFO)

*Joint Statement of Principles for discussing provincial terms and conditions.*

**THE CROWN:**

*Lynda Coulter*

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*Joint Statement of Principles for discussing provincial terms and conditions.*

APPENDIX A

- I. The Participants acknowledge that the items listed below constitute the full list of Provincial Matters to be discussed during the present round of provincial discussions:
  - i. Sick Leave/Short-term leave and disability
    - a) All aspects
    - b) WSIB Top-Up (excluding where promotion to Principal and Vice-Principal would result in a lesser benefit)
    - c) Attendance management/support programs are excluded
  - ii. Statutory and other board-paid leaves including maternity leave benefits
    - a) SEB plans
    - b) Excludes use and description of board-paid leaves of 5 days or fewer and
    - c) Excludes where promotion to Principal and Vice-Principal would result in a lesser benefit
  - iii. Salary, wages, direct compensation and restraint period issues  
All monetary issues
    - a) Includes grids
    - b) Includes allowances
    - c) Includes reimbursement of provincial association fees and Ontario College of Teachers fees
    - d) Excludes reimbursements and reimbursement related allowances
  - iv. Benefits
    - a) All aspects, including:
      - ONE-T benefits:
        - Funding and status of Acting Principals and Vice-Principals
      - LTD
  - v. Process of Dispute Resolution, including protocols for impasse.
  - vi. Indemnification
    - a) Insurance coverage and liability.
    - b) Excludes discussion of additional supports in legal proceedings.
  - vii. Provincial Professional development resources related to system priorities
    - a) Local professional development resources excluded

*Joint Statement of Principles for discussing provincial terms and conditions.*

- viii. Provincial Workgroup, Committees, Ministry Initiatives and Communication Protocols
- ix. Supports for Principals and Vice-Principals impacted by Traumatic Events.
- x. Impacts of Hiring Processes on Principals/Vice-principals [sector-specific issue]
- xi. Role of the Principal

*Joint Statement of Principles for discussing provincial terms and conditions.*

APPENDIX B

**LETTER OF AGREEMENT**

BETWEEN

**TRUSTEES' ASSOCIATIONS:**

ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION (OPSBA)

ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION (OCSTA)

ASSOCIATION FRANCO-ONTARIENNE DES CONSEILS SCOLAIRES CATHOLIQUES (AFOCSC)

ASSOCIATION DES CONSEILS SCOLAIRES DES ÉCOLES PUBLIQUES DE L'ONTARIO (ACÉPO)

– AND –

**PRINCIPALS' AND VICE-PRINCIPALS' ASSOCIATIONS:**

ONTARIO PRINCIPALS' COUNCIL (OPC)

CATHOLIC PRINCIPALS' COUNCIL ONTARIO (CPCO)

ASSOCIATION DES DIRECTIONS ET DIRECTIONS ADJOINTES DES ÉCOLES FRANCO-ONTARIENNES (ADFO)

– AND –

**THE CROWN**

The Trustees' Associations and Crown agree that the ongoing participation of the Principals' and Vice-Principals' Associations in developing the "Terms of Reference For the Current Provincial Discussions Concerning Provincial Principal and Vice-Principal Terms and Conditions of Employment" [hereinafter "Terms of Reference"] is without prejudice to the Principals' and Vice-Principals' Associations' right to commence litigation alleging a breach of the Canadian Charter of Rights and Freedoms.

The Trustees' Associations and Crown further agree that by executing the Terms of Reference the Principals' and Vice-Principals' Associations have not conceded that the Terms of Reference provide principals and vice-principals and the Principal and Vice-Principal Associations with meaningful collective bargaining consistent with s.2(d) of the Charter of Rights and Freedoms.

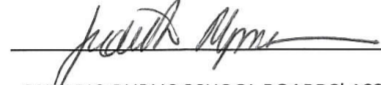
The Principals' and Vice-Principals' Associations acknowledge that it is the position of the Crown and the Trustees' Associations that the Terms of Reference do not violate the Charter.

The Trustees' Associations and Crown acknowledge that the Principals' and Vice-Principals' Associations have explicitly stated the Principals' and Vice-Principals' Associations' position that the Terms of Reference violate the Charter including because they do not guarantee access to a meaningful dispute resolution mechanism in respect of collective bargaining impasses and perpetuate the imbalance of power between employer and employees.

*Joint Statement of Principles for discussing provincial terms and conditions.*

Dated this 15 day of June, 2015

**TRUSTEES' ASSOCIATIONS**

  
\_\_\_\_\_

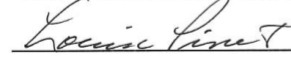
ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION (OPSBA)

  
\_\_\_\_\_

ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION (OCSTA)

  
\_\_\_\_\_

ASSOCIATION FRANCO-ONTARIENNE DES CONSEILS SCOLAIRES CATHOLIQUES (AFOCSC)

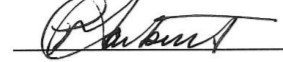
  
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ASSOCIATION DES CONSEILS SCOLAIRES DES ÉCOLES PUBLIQUES DE L'ONTARIO (ACÉPO)


**PRINCIPALS' AND VICE-PRINCIPALS' ASSOCIATIONS**

  
\_\_\_\_\_

ONTARIO PRINCIPALS' COUNCIL (OPC)

  
\_\_\_\_\_

CATHOLIC PRINCIPALS' COUNCIL ONTARIO (CPCO)

  
\_\_\_\_\_

ASSOCIATION DES DIRECTIONS ET DIRECTIONS ADJOINTES DES ÉCOLES FRANCO-ONTARIENNES (ADFO)

**THE CROWN**

  
\_\_\_\_\_



*Joint Statement of Principles for discussing provincial terms and conditions.*

LETTER OF AGREEMENT

BETWEEN

TRUSTEES'/SCHOOL BOARD ASSOCIATIONS:

ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION (OPSBA)

ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION (OCSTA)

ASSOCIATION FRANCO-ONTARIENNE DES CONSEILS SCOLAIRES CATHOLIQUES (AFOCSC)

ASSOCIATION DES CONSEILS SCOLAIRES DES ÉCOLES PUBLIQUES DE L'ONTARIO (ACÉPO)

- AND -

PRINCIPALS' AND VICE-PRINCIPALS' ASSOCIATIONS:

ONTARIO PRINCIPALS' COUNCIL (OPC)

CATHOLIC PRINCIPALS' COUNCIL ONTARIO (CPCO)

ASSOCIATION DES DIRECTIONS ET DIRECTIONS ADJOINTES DES ÉCOLES FRANCO-ONTARIENNES (ADFO)

- AND -

THE CROWN

The Trustees'/School Board Associations and Crown agree that the ongoing participation of the Principals' and Vice-Principals' Associations in the development of provincial terms and conditions of employment for principals and vice-principals, and the conclusion of a two-year (2018-20) Extension Agreement related thereto, is without prejudice to their right to commence litigation alleging a breach of the *Canadian Charter of Rights and Freedoms (Charter)* and/or an Ontario Human Rights Tribunal application alleging a breach of the *Ontario Human Rights Code (OHRC)*.

The Trustees'/School Board Associations and Crown further agree that by concluding said Extension Agreement, the Principals' and Vice-Principals' Associations have not conceded that the process by which it was reached provides them and their members with meaningful collective bargaining consistent with s.2(d) of the *Charter*.

The Trustees'/School Board Associations and the Crown acknowledge that the Principals' and Vice-Principals' Associations have explicitly stated their position is that the process by which the Extension Agreement was concluded violates the *Charter* including, but not limited to, the fact that they do not guarantee access to a meaningful dispute resolution mechanism in respect of collective bargaining impasses and perpetuate the imbalance of power between employer and employee.

In addition, the Trustees'/School Board Associations and the Crown acknowledge that the Principals' and Vice-Principals' Associations have explicitly stated that, despite concluding the Extension Agreement, differing compensation levels for elementary and secondary principals, or for elementary

*Joint Statement of Principles for discussing provincial terms and conditions.*

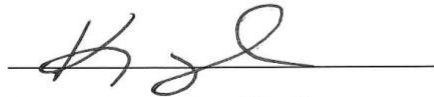
and secondary vice-principals, constitute a violation of the *OHRC* and the *Charter*.

The Principals' and Vice-Principals' Associations acknowledge that it is the position of the Crown and the Trustees'/School Board Associations that there is no violation of the *Charter* or the *OHRC*, and that the Crown and Trustees'/School Board Associations vigorously and explicitly deny that the Extension Agreement or the process by which it was concluded violate either s. 2(d) of the *Charter* or results in discriminatory treatment of principals or vice-principals pursuant to the *OHRC*.

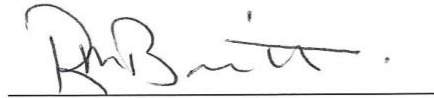
In the event that any such claim or action is commenced by the Principals' and Vice-Principals' Associations, such claim or action will be vigorously defended by the Crown and the Trustees'/School Board Associations.

Dated at Toronto, this 18<sup>th</sup> day of May, 2017

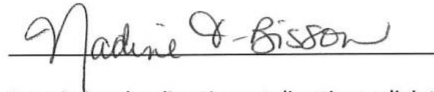
**Principals' and Vice Principals' Associations**



Ontario Principals' Council (OPC)



Catholic Principals' Council Ontario (CPCO)

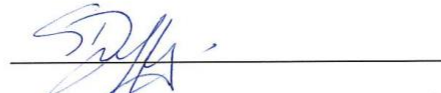


Association des directions et directions adjointes scolaires des écoles franco ontariennes (ADFO)

**Trustees'/School Board Associations**



Ontario Public School Boards' Association (OPSBA)



Ontario Catholic School Trustees' Association (OCSTA)



Association franco-ontarienne des conseils catholiques (AFOCSC)



Association des conseils scolaires des écoles publique de l'Ontario (ACÉPO)

**The Crown**



*Subject to errors and omissions*

**MEMORANDUM OF SETTLEMENT**

**PROVINCIAL PRINCIPAL AND VICE-PRINCIPAL TERMS AND CONDITIONS OF  
EMPLOYMENT**

BETWEEN

**TRUSTEES' ASSOCIATIONS:**

ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION (OPSBA)

ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION (OCSTA)

ASSOCIATION FRANCO-ONTARIENNE DES CONSEILS SCOLAIRES  
CATHOLIQUES (AFOCSC)

ASSOCIATION DES CONSEILS SCOLAIRES DES ECOLES PUBLIQUES DE  
L'ONTARIO (ACÉPO)

**-AND-**

**PRINCIPALS' AND VICE-PRINCIPALS' ASSOCIATIONS:**

ONTARIO PRINCIPALS' COUNCIL (OPC)

CATHOLIC PRINCIPALS' COUNCIL OF ONTARIO (CPCO)

ASSOCIATION DES DIRECTIONS ET DIRECTIONS ADJOINTES DES ECOLES  
FRANCO-ONTARIENNES (ADFO)

(The parties noted above shall be referred to as "Parties" for the purposes of this  
Agreement)

**-AND-**

**THE CROWN**

1. The Parties and the Crown agree that this memorandum and attached Appendices I-IV form the basis of the full and final settlement of the current round of provincial discussions. The Parties and the Crown agree to recommend the terms of settlement as set out herein and in the accompanying Appendices to their respective principals. Each party and the Crown will endeavor to complete this approval process by January 31, 2022.

*Subject to errors and omissions*

2. The term of the Agreement is September 1, 2020 to August 31, 2023.
3. All provincial matters shall be effective upon approval of the Parties and the Crown unless set out otherwise herein.
4. The English version or the French version of the Agreement shall be equally authoritative in accordance with the language of operation of the applicable school board.
5. The terms and conditions of employment will apply to all principals and vice-principals working in schools (including virtual schools) in:
  - District School Boards
  - School Authorities
  - Provincial Schools Authority
  - Consortium Centre Jules-Léger

These terms and conditions of employment will apply to centrally assigned principals and vice-principals subject to local, terms, conditions and practices.

These terms and conditions of employment will apply to acting principals and vice-principals other than retirees or those covered by another agreement consistent with current practices.

6. The terms herein, and in the accompanying Appendix I, shall be incorporated without modification as the provincial component of the local terms and conditions to create a single comprehensive terms and conditions document.

#### **7. COMPENSATION**

School boards shall adjust their current salary grids, wage schedules, premiums and allowances in accordance with the following schedule:

- i. September 1, 2020
  - 1%
- ii. September 1, 2021
  - 1%
- iii. September 1, 2022
  - 1%

Any compensation, including retroactive amounts shall be paid at the earlier of (i) 60 days after approval of the local terms and conditions and (ii) June 30, 2022. All retroactive payments shall be recorded as pensionable earnings under the Teachers' Pension Plan.

The compensation increases in this paragraph are without prejudice to the position of the Principals and Vice Principals Associations and the Crown in HRTO applications 2018-31282-I and 2018-31283-I. Should Bill 124 either be repealed or determined by a court to be unconstitutional (and not subject to an appeal that may overturn the court's determination), the Parties and the Crown can revisit the uniform rate, in any of the years noted above if the 1% has not been paid for that year.

**8. PROFESSIONAL DEVELOPMENT**

The Crown will provide up to \$400,000 in 2021-2022 and \$400,000 in 2022-2023 for principals and vice-principals' professional development, conditional upon the approval by the Lieutenant-Governor-in-Council. If the funding is not fully utilized in 2021-22 then it shall carry over to the following year. Any unspent professional development funds as of August 31, 2023 are to be returned to the Crown.

It is agreed that the use of funds will be decided by the Provincial Liaison Committee by June 30, 2022. In the event residual funding remains or an agreement cannot be reached regarding the use of funds, the funding will be allocated by school boards (Appendix III) exclusively to support professional development for principals and vice-principals' to be determined jointly with the local Principals and Vice-Principals' Associations.

The purposes for the professional development funding eligibility could include mitigating the impact of traumatic events on principals and vice-principals.

**9. INVESTMENTS IN SYSTEM PRIORITIES**

In recognition of the leadership role that principals and vice-principals play in the publicly funded education system, the Crown will, conditional upon the approval by the Lieutenant-Governor-in-Council, make a system investment for principals and vice-principals province-wide of \$4,281,163 in 2021-22 and \$4,323,974 in 2022-23. If the funding is not fully utilized in 2021-22 then it shall carry over to the following year. Any unspent investments in systems priorities funds as of August 31, 2023 are to be returned to the Crown.

It is understood that the system investment funds will be used for local priorities other than compensation increases.

Subject to the Investments in System Priorities not being used for compensation increases, the funding may be used to reduce the principals' and vice-principals' workload.

Local discussions between the school board and the local Principals' and Vice-Principals' association (OPC, CPCO and ADFO) will determine, by mutual agreement, the best means by which to utilize the funding.

The local plan for the Investments in System Priorities funding will be decided

within 90 days after approval of these terms and conditions of employment, and if no decision is made by this date, the matter will be referred to the Provincial Liaison Committee.

Funding shall be distributed to school boards in accordance with Appendix IV.

#### **10. WORKLOAD**

The Parties agree as a first priority to meet as a Provincial Liaison Committee to establish best practices and create strategies targeted at addressing principals' and vice-principals' workload, including reducing staffing shortages and filling vacancies in a timely and efficient manner. The Crown may participate in this work.

#### **11. TRAUMATIC EVENTS SUPPORT**

Schools Boards are to review and discuss with their local Principals' and Vice-Principals' Associations the exemplary practices within the Crisis Support Working Group report.

#### **12. FUNDING BENCHMARKS**

The principals' and vice-principals' funding benchmarks in the Grants for Student Needs regulation will be amended to provide for a weighted average for principal and vice principal salaries and no longer be tied to panel, conditional upon the approval by the Lieutenant-Governor-in-Council. The Crown will review any board by board impact and possible mitigation steps. Any changes to the board-by board funding allocation resulting from this change will not alter the compensation for principals and vice-principals.

#### **13. DISPUTE RESOLUTION**

The Parties and the Crown agree to participate in a non-binding mediation, before a mutually agreed upon mediator, concerning the issue of dispute resolution. This Agreement to participate in a mediation, the actual participation in the mediation, the contents of the discussions and the Parties' and Crown's respective positions are all without prejudice to any and all existing and future disputes between the Parties and the Crown, including, and without limiting the generality of the foregoing, any disputes relating to section 2(d) of the Charter of Rights and Freedoms.

Subject to errors and omissions

Dated at Toronto, this 14 day of December 2021.

**TRUSTEES' ASSOCIATIONS:**

Leamy Hunt  
ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION (OPSBA)

Ron McNamee  
ONTARIO CATHOLIC SCHOOL TRUSTEES' ASSOCIATION (OCSTA)

UW  
ASSOCIATION FRANCO-ONTARIENNE DES CONSEILS SCOLAIRES  
CATHOLIQUES (AFOCSC)

Stephane  
ASSOCIATION DES CONSEILS SCOLAIRES DES ECOLES PUBLIQUES DE  
L'ONTARIO (ACÉPO)

**PRINCIPALS' AND VICE-PRINCIPALS' ASSOCIATIONS:**

Lisa Collieris  
ONTARIO PRINCIPALS' COUNCIL (OPC)

Andrzej  
CATHOLIC PRINCIPALS' COUNCIL OF ONTARIO (CPCO)

J. Allard  
ASSOCIATION DES DIRECTIONS ET DIRECTIONS ADJOINTES DES ECOLES  
FRANCO-ONTARIENNES (ADFO)

**THE CROWN:**

Andrew Davis

Digitally signed by Andrew Davis  
DN: cn=Andrew Davis, ca=Ministry of Education,  
ou=OPSBA, email=andrew.davis@opsba.ca, c=CA  
Date: 2021.12.14 01:40:25 -0500