

INTERPRETATION AND APPLICATION OF ARTICLE 29  
RESPONSABILITY ALLOWANCES  
RENEWAL OR NON-RENEWAL OF THE FIVE (5) YEAR TERM  
OF A SCHOOL PRINCIPAL OR A SCHOOL VICE-PRINCIPAL

1. Article 29.05 states: “Teachers appointed to the position of Principal shall be appointed for a term of five (5) years renewable by mutual agreement. Teachers whose term is not renewed shall be provided written notice by March 1<sup>st</sup> in the final year of the term by the Superintendent or designate. Reasons identified during the evaluation process shall be included in the notice of non-renewal. A non-renewal will not be subject to the grievance procedure if the Superintendent or designate follows the established evaluation process. Teachers whose term is not renewed shall be entitled to return to a teaching position in the same district. Effort will be made to reassign the teacher within a reasonable geographic area. In addition, if the appointment is not renewed, the applicable responsibility allowance shall be payable for one year following the end of the five-year term.”
2. Article 29.06 states: “A Vice-Principal shall be appointed for every twenty-five (25) teachers (FTE) or major fraction thereof. Teachers appointed to the position of Vice-Principal shall be appointed for a term of five (5) years renewable by mutual agreement. Teachers whose term is not renewed shall be provided written notice by March 1<sup>st</sup> in the final year of the term by the Superintendent or designate. Reasons identified during the evaluation process shall be included in the notice on non-renewal. The said notice shall contain the reason(s) for the non-renewal. A non-renewal will not be subject to the grievance procedure if the Superintendent or designate follows the established evaluation process. Teachers whose term is not renewed shall be entitled to return to a teaching position in the same district. Efforts will be made to reassign the teacher within a reasonable geographic area. In addition, if the appointment is not renewed, the applicable responsibility allowance shall be payable for one year following the end of the five-year term subject to Clauses 29.08 and 29.09.”

Whereas the parties agreed to develop and confirm new language to ensure a fair and respectful evaluation process surrounding the renewal or non-renewal of a Principal or Vice-Principal’s five (5) year term, the following is a three (3) year gradual implementation of this agreement:

1. Evaluations shall be based on the Duties of a Principal as set out in the *Education Act*. (Appendix A)

*August 16, 2018*

2. The Vice-Principal supports the school and the Principal in his/her duties. Vice-Principal duties will vary depending on the size of the school and as such duties should be determined by the Principal in consultation with the Vice-Principal. The Vice-Principal's duties may include elements of the duties of a Principal.
3. A transition period shall be in effect for the 2017/2018 and 2018/2019 school years. The following accelerated timeline shall be considered and shall be applied to the following Principals and Vice-Principals:

2017/2018: Principals and Vice-Principals in Year 5 of their mandate

2018/2019: Principals and Vice-Principals in Years 3, 4 and 5 of their mandate

2019/2020: All Principals and Vice-Principals in Years 1 to 5 of their mandate

4. An accelerated timeline shall be considered in cases of leaves of absence. For example:
  - condensing years 3, 4 and 5 in a shorter time frame
  - condensing years 4 and 5 in a shorter time frame
5. This process shall be applicable to all Principals and Vice-Principals in new or subsequent terms. However, a renewed term may have an adjusted process if the Principal or Vice-Principal is in same assignment.
6. For Vice-Principal evaluations, Principals may be consulted, but the process shall be carried out by the Superintendent or Director of Schools.
7. The Superintendent or Director of Schools may meet with the teacher to document any improvements or challenges at any time during the five (5) year term.
8. Documentation will be kept in the teacher's file.

#### **2017-2018 School Year: Principals and Vice-Principals in Year 5 of their mandate**

1. The Superintendent or Director of Schools shall meet with the teacher to present the renewal or non-renewal of the mandate.
2. Teachers whose term is not renewed shall be provided written notice by March 1<sup>st</sup> in the final year of the term by the Superintendent or designate. Efforts will be made to reassign the teacher within a reasonable geographic area.

**2018-2019 School Year: Principals and Vice-Principals in Years 3, 4 and 5 of their mandate**

## Year 3

The Superintendent or Director of Schools shall meet with all Principals and Vice-Principals individually to identify areas of growth and to clearly define expectations for the end of the term. If required, a support plan shall be put in place to achieve expectations. Subsequent to this meeting, a follow-up letter shall be provided to the teacher. (Appendix B)

## Year 4

If there is a support plan in place from the previous year, the Superintendent or Director of Schools shall meet with the teacher to document any improvements or challenges with the plan.

## Year 5

1. The Superintendent or Director of Schools shall meet with the teacher to present the renewal or non-renewal of the mandate. The teacher would either be on track or with a documented support plan in place.
2. Teachers whose term is not renewed shall be provided written notice by March 1<sup>st</sup> in the final year of the term by the Superintendent or designate. Reasons identified during the evaluation process shall be included in the notice of non-renewal. Efforts will be made to reassign the teacher within a reasonable geographic area.

**2019-2020 School Year: Principals and Vice-Principals in Years 1 to 5 of their mandate**

## Year 1

An orientation session or meeting shall be provided to all new Principals and Vice-Principals outlining their new role and the expectations of such a role. The teacher should be aware of the five (5) year term, the duties of Principals under the *Education Act* (Appendix A); as well as the policies and procedures of the school, district and the EECD. A mentor may be named.

## Year 2

The Superintendent or Director of Schools may meet with the teacher to discuss their progress.

## Year 3

The Superintendent or Director of Schools shall meet with all Principals and Vice-Principals individually to identify areas of growth and to clearly define expectations for the end of the term. If required, a support plan shall be put in place to achieve expectations. Subsequent to this meeting, a follow-up letter shall be provided to the teacher. (Appendix B)

#### Year 4

If there is a support plan in place from the previous year, the Superintendent or Director of Schools shall meet with the teacher to document any improvements or challenges with the plan.

#### Year 5

1. The Superintendent or Director of Schools shall meet with the teacher to present the renewal or non-renewal of the mandate. The teacher would either be on track or with a documented support plan in place.
2. Teachers whose term is not renewed shall be provided written notice by March 1<sup>st</sup> in the final year of the term by the Superintendent or designate. Reasons identified during the evaluation process shall be included in the notice of non-renewal. Efforts will be made to reassign the teacher within a reasonable geographic area.

**Appendix A: Duties of principals (excerpt of the *Education Act*)**

## 28(1) The principal of a school

(a) is the educational leader and administrator of the school and has overall responsibility for the school and for the teachers and other school personnel employed at the school, and  
(b) is accountable to the superintendent of the school district for the performance of the principal's duties and the overall educational progress of the pupils enrolled in the school.

## 28(2) The duties of a principal include:

- (a) preparing, in consultation with the Parent School Support Committee and the school personnel, a school improvement plan and coordinating its implementation,
- (b) preparing, for parents of the pupils enrolled in the school, an annual school performance report, and ensuring that that report is communicated to those parents and the school community
  - (b.1) submitting annually to the District Education Council concerned, through the superintendent of the school district, a copy of the school improvement plan and a copy of the annual school performance report,
- (c) ensuring that reasonable steps are taken to create and maintain a safe, positive and effective learning environment
  - (c.1) ensuring that a positive learning and working environment plan is developed and implemented, in collaboration with the Parent School Support Committee at the school and, where appropriate, with students, and report regularly to the Parent School Support Committee at the school and the superintendent of the school district with respect to the progress and effectiveness of the plan
  - (c.2) to report any incident of serious misconduct to the superintendent of the school district
- (d) participating in the selection of school personnel for the school
- (e) encouraging and facilitating the professional development of teachers and other school personnel employed at the school
- (f) evaluating the performance of teachers and other school personnel employed at the school
- (g) being accountable and responsible for funds provided to and raised for the school
- (h) ensuring that provincial, school district and school policies are followed
- (i) ensuring the establishment of and participating in the operation of a Parent School Support Committee at the school

**Appendix B: Template Letters to the Principal or Vice-Principal for year three (3) of the five (5) year term***Outcome 1*

Mr. / Mrs.

This letter is a follow-up to our recent meeting on date. You met with Superintendent or Director of Schools as part of the renewal or non-renewal of your five (5) year term. Currently, you are a Principal or Vice-Principal in year X of your term which started in 20XX and ends in 20XX.

During this meeting, the following was discussed:

(List items related to duties of principals from the *Education Act*)

As a result of this meeting, it has been determined that you are currently meeting expectations as a school Principal or Vice-Principal. This plan will be reviewed with you again during the remainder of your term.

In addition to the evaluation performed at this point, please note that there may be circumstances where a decision may be made not to renew your term.

If at any time you would like to discuss your performance, please do not hesitate to contact the Director of Schools or myself.

Sincerely,

Superintendent

*August 16, 2018*

## *Outcome 2*

This letter is a follow-up to our recent meeting on date. You met with Superintendent or Director of Schools as part of the renewal or non-renewal of your five (5) year term. Currently, you are a Principal or Vice-Principal in year X of your term which started in 20XX and ends in 20XX.

During this meeting, the following was discussed:

(List items related to duties of principals from the *Education Act*)

The following points have been identified for improvement:

(List items related to duties of principals from the *Education Act*)

As a result of this meeting, a support plan will be developed with you to outline the targets you are expected to meet and the supports available to you during the remainder of your term. This support plan will outline the next steps for improvement and will be reviewed again with you during the remainder of your term.

In addition to the evaluation performed at this point, please note that there may be circumstances where a decision may be made not to renew your term.

If at any time you would like to discuss your performance and areas for improvement, please do not hesitate to contact the Director of Schools or myself.

Sincerely,

Superintendent

*August 16, 2018*