

Public Sector Executive Compensation Report

2009-2010

The Board of Education encourages and adopts practices that enable the district to attract, retain, incent, and reward qualified, high-performing employees who are critical to the delivery of quality public education programs to students in School District No. 60 (**PEACE RIVER NORTH**).

A key component of this approach is the development and maintenance of a framework for executive and exempt staff compensation that is rational, defensible, competitive and able to be effectively administered.

Compensation Philosophy

The Board's compensation philosophy is based upon a set of principles that guide development, maintenance, and decision-making. At its core is an integrated view of compensation and rewards — not only traditional, quantifiable elements such as salary and benefits (compensation), but also more intangible elements such as career opportunities, learning and career development, work challenge, and supportive culture (rewards). This total rewards model further integrates with plans that establish the Board's overall education, business, and human resources strategies and objectives.

Inherent in the Board's compensation philosophy are the following objectives:

- To attract and retain qualified, experienced, motivated, and high-potential employees who are committed to the Board's overarching goal of delivering a high-quality public education experience to our students.
- To support employees through the provision of meaningful career growth and development opportunities, and a performance-based organizational culture.

Labour Market Comparators

Key to the compensation philosophy is the need to maintain a meaningful level of competitiveness with the external labour market. Consistent with industry standards, "labour market" is defined in the British Columbia Public School Employers' Association (BCPSEA) sectoral exempt compensation management plan (Policy 95-06, *Compensation and Employment Standards for School District Employees Not Subject to a Collective Agreement*) as:

- The recruitment pool for these employees
- The destination sector for these employees.

The following considerations guide articulation of the relevant labour market:

- Degree of recruitment from these jurisdictions
- Transferability of skills
- Comparability of qualifications and experience
- Comparability of authority and consequence of error.

For executive and exempt staff positions in the BC K-12 public education sector, the relevant labour market is:

1. Other BC school districts (primary labour market)
2. Other Canadian school districts (To the extent that BC school boards recruit from and lose employees to these jurisdictions, this segment of the labour market is weighted to Alberta and Ontario (and to a lesser extent, Saskatchewan) consistent with the industry-standard definition of labour market.)
3. Other public sector organizations
4. Selected private sector organizations.

The Board's approach includes:

- Consideration of all components of the total rewards model.
- Consideration of the relevant labour market for compensation comparison purposes.
- Linking pay ranges to neutral, relevant factors (e.g., required skill level, required competencies, job content, required qualifications).
- Ensuring appropriate relationships exist between positions in the district's compensation hierarchy.
- Considering the ways in which appropriate organizational and individual performance measures may be linked to the administration of the compensation system.

In balancing external competitiveness with internal equity, the Board typically has determined that the reference point for executive and exempt total compensation is the **75th percentile** of the relevant comparator labour market.

The Board's total compensation package for executive staff is comprised of the following elements.

Cash compensation

Total cash compensation includes annual base salary and monthly (*or annual*) vehicle allowance (*or leased vehicle or employer-provided vehicle, etc.*).

- Annual base salary

Annual base salary is considered in the context of the total compensation package. Generally, base salary is targeted at the **75th percentile** of the comparator labour market. The base salary structure is a **single rate structure**.

- Vehicle allowance

Due to the diverse geography of the district and the need to visit schools and other district worksites, senior management positions are provided with gas cards.

- Vacation Travel Allowance

Individuals are eligible for a travel allowance of \$3,000 per annum. The amount is pro-rated for employees starting or leaving employment during the year. This allowance is included in the amounts outlined in the salary schedule and is not separated on the monthly pay-slip. Accumulated travel allowance is reported in the appropriate box on the T4 supplementary at year end.

Non-cash compensation

The non-cash elements of the total compensation package include:

- **Health and welfare benefits**, such as basic medical, extended medical, dental, group life, short-term and long-term disability, employee and family assistance program, etc. consistent with such benefits as offered in the K-12 sector generally.
- **Pension benefits** — executive staff is in either the Teachers Pension Plan or the Municipal Pension Plan.

*In addition, upon retirement executive staff is eligible to receive a **long-service recognition award** based on the following criteria:*

The Board will pay an allowance of \$5,000 to Executive Staff who retire from the School District subject to the following conditions:

- a) **Employee must have a minimum of 10 years with School District No. 60;**
 - b) **Employee must be a minimum of 55 years of age.**
- **Paid time off**, including an annual vacation entitlement of 40 days. Pursuant to the *Public Sector Employers Act*, carry forward of unused accumulated vacation is not permitted. If, however, the individual employment contract does allow for carry forward of unused accumulated vacation, then such vacation may be carried forward for one year only and at the end of that year, the unused accumulated vacation must be used in full, paid out, or a combination of the two.

Up to two personal leave days are provided on the following basis:

- a) **If the individuals have accumulated 50 sick days, they are eligible to receive 1 personal leave day per calendar year. This is non-chargeable to sick leave.**
 - b) **If the individuals have accumulated 90 sick days, they are eligible to receive 2 personal leave days per calendar year, subject to the above conditions.**
- ***Other vehicle-related payments, including insurance and maintenance.***

These employees are eligible for reimbursement for the difference between the regular rate of insurance and the business insurance rate.

Compensation Administration

The Board engages in consistent and ongoing administration of the compensation structure to ensure that reality matches philosophy and that equity is maintained. An ongoing system of compensation review ensures that total compensation levels are benchmarked externally against the appropriate labour market and internally against appropriate job evaluation criteria.

The Board works with BCPSEA to obtain information and advice relating to the executive and exempt compensation structures. In addition, the Board utilizes the *BCPSEA Report on Total Compensation Paid to Exempt Employees* — the results of BCPSEA's triennial survey of total compensation paid to exempt benchmark positions in BC public school districts as well as school districts in Alberta, Saskatchewan, and Ontario, and other relevant public sector employers.

- **Annual base salary administration**

The salary structure for the position of Superintendent of Schools (and other management positions) is a single rate structure, based on the premise that, at the outset of the employment relationship, the individual must be fully competent in all aspects of the position in order to effectively fulfill the duties and responsibilities of Superintendent.

Accountability

Underlying the Board's compensation philosophy and approach is the understanding that legal and regulatory mandates are considered a baseline for implementing any compensation plan or practice. Compensation administration in the K-12 public education sector operates within the following context:

- the *Public Sector Employers Act*, which establishes the legislative policy framework for exempt staff compensation administration in the public sector
- the BCPSEA exempt staff compensation management plan (Policy 95-06, *Compensation and Employment Standards for School District Employees Not Subject to a Collective Agreement*), which is an approved compensation plan under the legislation, and
- the *Public Education Negotiating Framework Compensation Plan – Exempt Staff (2006-2010)*.

Under the current compensation administration system in the K-12 sector:

- the Board of Education is solely responsible for the establishment and maintenance of compensation levels for the position of Superintendent of Schools. As elected school trustees, we are accountable to our public and therefore ensure that we adhere to proper human resources practices with respect to executive and exempt staff compensation.
- the Board must submit proposed compensation adjustments for all other executive and exempt positions in the district to BCPSEA for review and approval prior to implementation.

Summary Compensation Table: Fiscal 2009-2010 (year ending June 30, 2010)
(Sample only)

Name and Principal Position (a)	Salary (\$) (b)	Pension (\$) (e)	All Other Compensation (\$) (f)*	Total (\$) (g)	Previous 2 Years Totals (h)**
Superintendent Larry Espe	\$142,097	\$18,887	\$10,639	\$171,623	2007-2008: \$162,240 2008-2009: \$166,912
Assistant Superintendent Lesley Lahaye	\$132,182	\$17,520	\$6,367	\$156,069	2007-2008: \$151,899 2008-2009: \$156,554
Secretary Treasurer Doug Boyd	\$130,496	\$17,287	\$9,969	\$157,752	2007-2008: \$146,794 2008-2009: \$155,651
Director of Instruction Dave Sloan	\$126,520	\$17,015	\$8,628	\$152,163	
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Notes:

***This amount includes vehicle allowance (gas card expenditures), employer-paid CPP and EI benefits premiums, and employer-paid health and welfare benefits premiums.**



School District No. 60

PEACE RIVER NORTH

DISTRICT ADMINISTRATION OFFICE

10112 - 105 Avenue, Fort St. John, British Columbia V1J 4S4 Phone: (250) 262-6000 Fax: (250) 262-6048
OFFICE OF THE SECRETARY-TREASURER

September 21, 2010

Paul Straszak
President and CEO
Public Sector Employers' Council
PO Box 9400 Stn Prov Govt
Victoria, BC V8V 9V1

Dear Mr. Straszak,

This will confirm that the Board of Education of School District No. 60 (Peace River North) is aware of the total compensation paid to executive staff during the 2009-2010 fiscal year and further, that we verify the amount of compensation paid was within the compensation plan as approved by the Board and as reported in the Summary Compensation Table.

Sincerely,

THE BOARD OF EDUCATION
School District No. 60
(Peace River North)

Gordon Anderson,
Board Chair

:rf

Board of Education:

Gordon Anderson – Chair Ida Campbell - Vice-Chair
Erin Evans Heather Hannaford Gord Klassen Linda Sewell Jaret Thompson



School District No. 60

PEACE RIVER NORTH

10112 - 105 Avenue, Fort St. John, British Columbia V1J 4S4 Phone: (250) 262-6000 Fax: (250) 262-6048

OFFICE OF THE SECRETARY-TREASURER

DISTRICT ADMINISTRATION OFFICE

November 9, 2006

Larry Espe
Superintendent of Schools
School District No. 60

Dear Larry,

Re: Personnel Contract

Two copies of your Personnel Agreement are attached. Please sign and return both copies for signature of the Board Chair and Secretary-Treasurer. A fully executed copy will then be returned to you.

The salary of \$133,901.37, set in June, 2006, reflects a 2% raise which came into effect July 1st, 2006. Further scheduled annual raises of 2% each for the next 3 years will come into effect on July 1st, 2007, 2008 and 2009.

I will comment that the Board and all senior staff are very pleased with your appointment and we are all very much looking forward to working with you in the coming years.

Yours truly,

BOARD OF SCHOOL TRUSTEES
School District No. 60
(Peace River North)


E. C. Ingelhart,
Secretary-Treasurer

ECI:rf
Enclosures.
cc.
File:

EMPLOYMENT AGREEMENT

**BETWEEN: THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 60
(PEACE RIVER NORTH)**

(the "Board" herein)

OF THE FIRST PART

AND: LARRY ESPE

(the "Superintendent" herein)

OF THE SECOND PART

WHEREAS:

The School Act authorizes the Board to appoint a properly qualified person as a Superintendent of Schools to fulfill the duties of the Superintendent of the Peace River North School District (the "School District" herein);

AND WHEREAS:

The parties wish to enter into such a contract of employment, the parties hereto mutually agree as follows:

1. TERM OF AGREEMENT

The Board hereby appoints the Superintendent to be the Superintendent of Schools for the School District **effective August 1st, 2006 for a term of five (5) years ending July 31st, 2011**. This Agreement may be extended or renewed upon the written agreement of the parties as provided herein.

2. DUTIES AND RESPONSIBILITIES

- 2.1 The Superintendent agrees to perform such duties as prescribed by the School Act, the regulations and ministerial orders made thereunder, Board Policy and such other related duties as may be directed by the Board.
- 2.2 The Superintendent shall be the Chief Executive Officer of the School District and shall provide leadership to the Board in its formulation and implementation of educational policies and shall be responsible for the standard of instruction, for ensuring conformity of educational policies, procedures and practices with applicable Provincial legislation and Board Policy and for the operation of schools in the School District.
- 2.3 The Superintendent shall faithfully devote his full time and attention according to the best of his knowledge, skill, time and ability to the discharge of his duties and responsibilities and shall not engage in any enterprise or activity which is contrary to or detracts from the due performance of his duties and the business of the Board.

3. ASSIGNMENT AND REASSIGNMENT

- 3.1 The parties agree that for the first year of Superintendent of Schools appointment, the employment of the Superintendent is on a probationary basis.
- 3.2 It is understood that the Board may, during the appointment, reassign the Superintendent to a different administrative position by giving thirty (30) days' notice in writing of the reassignment to the Superintendent.
- 3.3 Upon reassignment to a different administrative position, the Superintendent shall assume the duties as prescribed by the provisions of the School Act and any regulations.
- 3.4 Upon reassignment to a new position, the Superintendent shall assume the new duties on the date specified by the Board.
- 3.5 Upon a Board initiated reassignment, payment of salary will continue at the rate specified in the Superintendent Agreement or the rate specified by the new assignment, whichever is the greater, for a period three (3) months.
- 3.6 The Superintendent shall have the right to a special meeting with the Board if so requested by the Superintendent. He shall have the right to be represented at the special meeting.

4. QUALIFICATIONS

During the term of his appointment, the Superintendent shall maintain membership in the College of Teachers and must, as a condition of employment, hold a valid and subsisting Certificate of Qualification issued by the College of Teachers pursuant to the Teaching Profession Act.

5. EVALUATION

The Board or its designate may conduct an evaluation of the Superintendent at any time. The Board shall consult with the Superintendent on the criteria and process for the evaluation.

6. SALARY AND BENEFITS

6.1 Salary

Subject to the provisions of any applicable legislation, the Board shall pay the Superintendent an annual salary of **\$133,901.37** (less lawful deductions) which shall be paid in equal monthly payments dependent upon the payroll superannuation designation. Salary increases shall be in accordance with Board Policy in effect from time to time and any adjustments to salary will not reduce the salary agreed to in the preceding year.

6.2 Use of Automobile

The Board agrees to pay mileage allowance in accordance with Board Policy in effect from time to time when the Superintendent uses his car in the performance of his duties.

6.3 Expenses and Allowances

- 6.3.1 The Board shall reimburse the Superintendent for all reasonable expenses he incurs in fulfilling his duties and responsibilities under this Agreement provided such expenses are in accordance with Board Policy in effect from time to time.
- 6.3.2 The Superintendent is eligible for a travel allowance of \$3,000 per annum. The amount will be pro-rated if the Superintendent starts or leaves employment during the year. The accumulated travel allowance shall be reported in the T4 supplementary at year end.
- 6.3.3 The Board will pay the cost of the Superintendent's membership in the BCSSA and, with the approval of the Board, other professional organizations.

6.4 Benefits

- 6.4.1 The Board shall make available and pay the premium costs of medical, extended health, dental, group life and accidental death and dismemberment, on the same basis as offered to other excluded staff in the School District.
- 6.4.2 The Superintendent is responsible for enrolling in a long term disability plan and for paying the premium cost of such benefits.
- 6.4.3 Fringe Benefit Protection

The Board shall maintain the premium payments for the benefits in Article 5.4.1 on behalf of the Superintendent during a medical leave of absence or while the Superintendent is in receipt of long term disability benefits.

- 6.4.4 Superannuation

The Board shall pay the employer's contribution to the Superannuation Pension Plan for the Superintendent in accordance with the Public Sector Pension Plans Act.

- 6.4.5 Sick Leave

The Superintendent shall be granted eighteen (18) days of sick leave credit per annum. Deductions from accumulated sick leave will be made for each day of absence claimed as sick leave by the Superintendent.

Sick leave entitlement accrued by the Superintendent while in the employ of the School District, prior to the execution of this Agreement, shall be carried forward.

Within thirty (30) days of leaving the employ of the Board, the Superintendent, if so requested, will be provided with a statement of unused sick leave credit.

6.5 Annual Vacation

- 6.5.1 The Board shall provide the Superintendent with an annual paid vacation of eight (8) weeks. Vacation time will be taken at such times as are mutually agreed to by the Superintendent of Schools and the Board.
- 6.5.2 While the Board prefers that the Superintendent take vacation time off, the Board recognizes that circumstances may prevent this. Carry over of vacation time is subject to the Public Sector Employers' Act and its regulations. Vacation must

be used or paid out not later than the year following which the vacation time was accrued.

6.6 Professional Development

The Superintendent recognizes his obligation for continued professional growth. The Board will support the professional development of the Superintendent by his participation in conferences, courses and workshops. Expenses incurred by the Superintendent will be reimbursed by the Board in accordance with Board Policy in effect from time to time.

6.7 Leaves of Absence

6.7.1 The Board agrees to grant the Superintendent short term leaves of absence to attend such professional development activities.

6.7.2 The Board agrees to grant the Superintendent short term leaves of absence for purposes other than those referred to above on the same basis as it grants such leaves to other excluded staff in the School District.

7. INDEMNITY

7.1 The Board agrees to indemnify and save harmless the Superintendent from any action brought against the Superintendent which arises by virtue of the Superintendent's employment with the Board, provided that this covenant does not apply in respect of any criminal acts committed by the Superintendent in respect of civil negligence on the part of the Superintendent occurring outside of the course and scope of the employment of the Superintendent, or in respect of a claim or action between the Superintendent and the Board.

7.2 The Superintendent agrees to notify the Board forthwith, in writing, of any claim or action brought against the Superintendent arising out of his employment and any incident or event that could lead to legal proceedings.

7.3 It is specifically agreed that the Board shall have the discretion to retain counsel of its choice to defend the Superintendent during any proceeding brought against the Superintendent as provided in this Article; to direct the defense of the action; and to settle or compromise any claim. In the event that counsel retained by the Board recommends separate representation for the Superintendent, the Superintendent shall be entitled to separate representation and the Board may retain such separate representation for the Superintendent. Where the Board chooses to retain legal counsel for the Superintendent or provide separate representation for the Superintendent, the Board shall be entitled to establish the terms and conditions of the retainer including but not limited to the right to tax any account for legal fees and conditions.

8. RENEWAL

The Board shall advise the Superintendent whether or not it intends to extend or renew this Agreement by May 1st of the year prior to the year in which the contract expires. If the Board does not intend to extend or renew the agreement, it will provide the Superintendent with an opportunity to meet with the Board prior to making a final decision.

9. TERMINATION

9.1 The contract with the Superintendent may be terminated:

9.1.1 by mutual agreement between the parties;

9.1.2 by the Board for just and reasonable cause, in which case the Superintendent shall have the right to a special meeting with the Board if so requested by the Superintendent. He shall have the right to be represented at the special meeting.

9.1.3 by the Superintendent with three (3) months' notice;

9.1.4 by the Board immediately without cause in which case Article 8.2 of this Agreement would apply.

9.2 Notwithstanding the provisions of 8.1 above, if the Board wishes to terminate the contract of the Superintendent without cause, it shall offer to the Superintendent a position as a principal in the School District commensurate with the Superintendent's experience and qualifications, as of the effective date of termination; the acceptance of which by the Superintendent releases the Board and its members from any cause of action he may otherwise have in respect of the termination of the contract. In the event that the Superintendent accepts a principalship, his salary will be red-circled for the remaining term of the Agreement.

In the event that the Superintendent declines to accept the position offered, he shall, at the discretion of the Board, receive twelve (12) months' notice of termination or twelve (12) months' pay in lieu of notice, as severance pay. Severance pay shall be calculated at the rate of pay in effect at the date of termination and the premium cost to the employer of health and welfare benefits for the notice period. The Superintendent agrees that the receipt of notice of termination or severance pay, as provided herein, releases the Board and its members from any cause of action he may otherwise have in respect of the termination of the contract.

The Employment Termination Standards Regulation under the Public Sector Employers' Act applies to a termination under this Agreement.

10. GENERAL

10.1 This Agreement is subject to the provisions of the School Act and the Teaching Profession Act and regulations and ministerial orders made thereunder. In the event of a conflict between this Agreement and those enactments, the enactments shall prevail.

10.2 In the event that any provision of this Agreement is declared invalid, unenforceable or void by a court of competent jurisdiction, such provisions shall be severed and the remainder of this Agreement shall remain in full force and effect.

10.3 The Agreement is the entire contract between the parties and supersedes all previous contracts, understandings, representations and warranties.

IN WITNESS WHEREOF the parties have executed this Agreement

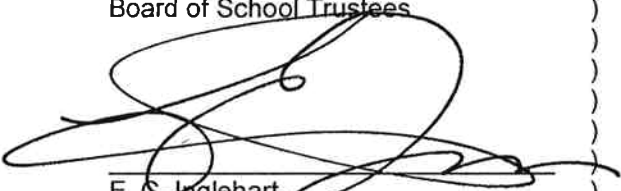
DATED THIS 28th day of June, ~~2006~~ 2007

The Corporate Seal of the)
Board of School Trustees of School)
District No. 60 (Peace River North))
Was hereunto affixed in the presence of)

c/s



Gary Gamble, Chair,
Board of School Trustees



E. C. Inglehart,
Secretary-Treasurer

SIGNED, SEALED AND DELIVERED
in the presence of:

Name

Address

Occupation


LARRY ESPE

EMPLOYMENT AGREEMENT

ASSISTANT SUPERINTENDENT

BETWEEN: THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 60
(PEACE RIVER NORTH) (hereinafter called "the Board")

OF THE FIRST PART

AND: LESLEY LAHAYE
(hereinafter called "the Assistant Superintendent")

OF THE SECOND PART

WHEREAS:

The School Act authorizes the Board, after considering the recommendation of the Superintendent of Schools, to appoint a properly qualified person as an Assistant Superintendent to fulfill the duties of the Assistant Superintendent pursuant to the provisions of the School Act, its regulations and the Teaching Profession Act.

AND WHEREAS:

The Parties wish to enter into such an agreement of employment, the Parties hereto mutually agree as follows:

1. AGREEMENT

This Agreement is effective **August 1st, 2006 to July 31st, 2011** and will continue in accordance with the provisions contained herein.

2. DUTIES AND RESPONSIBILITIES

The Assistant Superintendent agrees to perform such duties as prescribed by the provisions of the School Act, any regulations and ministerial orders made hereunder and duties consistent with the usual prescribed duties of the Assistant Superintendent or as assigned by the Board or the Superintendent of Schools. The functions of the Assistant Superintendent are addressed in Board Policy 2101.3.

The Assistant Superintendent shall be considered an integral part of the management team of the School District.

The Assistant Superintendent shall faithfully devote her full time and attention according to the best of her knowledge, skill, time and ability to the discharge of her duties and

responsibilities and shall not engage in any enterprise or activity which is contrary to or detracts from the due performance of the duties of the business of the Board.

3. ASSIGNMENT AND REASSIGNMENT

- 3.1 The Parties agree that for the first year of this appointment, the employment of the Assistant Superintendent is on a probationary basis.
- 3.2 It is understood that the Board may, during the appointment, reassign the Assistant Superintendent to a different administrative position by giving 30 days' notice in writing of the reassignment to the Assistant Superintendent.
- 3.3 Upon reassignment to a different administrative position, the Assistant Superintendent shall assume the duties as prescribed by the provisions of the School Act and any regulations made hereunder and such further duties as are assigned by the Board.
- 3.4 Upon reassignment to a new position, the Assistant Superintendent shall assume the new duties on the date specified by the Board.
- 3.5 Upon a Board initiated reassignment, payment of salary will continue at the rate specified in this agreement or the rate specified by the new assignment, whichever is the greater, for a period of three (3) months or until the expiration of this Agreement, whichever comes first. At the end of three (3) months (if that is the lesser time), the rate for the new assignment will be paid.
- 3.6 In the case of poor performance, the adjustment to the new salary level will be made effective the date of the transfer.
- 3.7 The Assistant Superintendent shall have the right to a special meeting with the Board if so requested by the Assistant Superintendent. She shall have the right to be represented at the special meeting.

4. QUALIFICATIONS

During the term of her appointment, the Assistant Superintendent shall maintain membership in the College of Teachers and must, as a condition of employment, hold a valid and subsisting Certificate of Qualification issued by the College of Teachers pursuant to the School Act and the Teaching Profession Act and any regulations made hereunder.

5. EVALUATION

Following an evaluation, the result of the evaluation shall be communicated to the Assistant Superintendent and the Board.

Upon the written request of the Assistant Superintendent, the Superintendent of Schools or Assistant Superintendent will write an evaluation report.

6. SALARY AND BENEFITS

6.1 Salary

Subject to the provisions of any applicable legislation, the Board shall pay the Assistant Superintendent an annual salary of **\$124,558.16** (less lawful deductions) which shall be paid in equal monthly payments dependent upon the payroll superannuation designation. Salary increases shall be in accordance with Board/Provincial Policy in effect from time to time and any adjustments to salary will not reduce the salary agreed to in the preceding year.

6.2 Use of Automobile

In order to perform her duties, the Assistant Superintendent must have in her possession a reliable vehicle. The Board agrees to pay a mileage allowance in accordance with Board Policy in effect from time to time when the Assistant Superintendent uses her car in the performance of her duties.

6.3 Expenses and Allowances

- (a) The Board shall reimburse the Assistant Superintendent for all reasonable expenses she incurs in fulfilling her duties and responsibilities under this Agreement provided such expenses are approved by the Superintendent of Schools; those expenses to include reimbursement for mileage costs for District use of personal vehicle in accordance with Board Policy.
- (b) The Assistant Superintendent is eligible for a travel allowance of \$3,000 per annum. The amount will be pro-rated if the Assistant Superintendent starts or leaves employment during the year. This allowance is included in the amounts outlined in Section 6.1 (Salary) and will not be separated on the monthly pay slip. The accumulated travel allowance shall be reported in the appropriate box on the T4 supplementary at year end.
- (c) The Board will pay the cost of the Assistant Superintendent's membership in the BCSSA.

6.4 Benefits

The Board shall pay the premium cost of medical service coverage provided under the British Columbia Medical Plan.

Effective March 1, 1997, a Flexible Benefits Plan was implemented. The Assistant Superintendent has the option of choosing from a range of coverages depending on her individual preferences. The following coverage is the baseline used for calculations:

(a) Extended Health

Extended Health Benefits include a Supplemental Travel Rider (unlimited number of trips per year), specialist coverage (including physiotherapy and chiropractor) and a Visual Car Rider (allowing \$125.00 every twenty-four (24) months per family member). The annual deductible is \$25.00 and reimbursement is 80% of the first \$1,000.00 and 100% of the remainder incurred inside the Province of B.C. and 100% of emergency out-of-province incurred in each calendar year.

(b) Group Life and Accidental Death & Dismemberment

Group Life Insurance and Basic Accidental Death and Dismemberment is three times annual salary to a maximum of \$300,000. Coverage includes a Living Benefit Allowance to a maximum of 50% or \$50,000, whichever is less.

(c) Dental

The dental plan consists of 100% on basic services, 50% on restorative services and \$1,800.00 lifetime maximum per dependent child or adult family member on orthodontic services.

6.5 **Superannuation**

The Board shall pay the employer's portion of the Superannuation Pension Plan as outlined by the Superannuation Commission.

6.6 **Fringe Benefit Protection**

The Board shall continue to maintain full premium payments on behalf of the Assistant Superintendent, or any Income Security Benefits, during the period a person is on medical leave of absence and is in receipt of Long Term Disability Benefits, and for a period of one year when a person is on medical leave and in receipt of benefits from a salary continuance plan.

6.7 **Voluntary Benefits**

The Assistant Superintendent may voluntarily enroll in accidental death and dismemberment and long term disability which are optional plans carried by the Board. Costs of participating in either of these are the full responsibility of the Assistant Superintendent.

6.8 **Sick Leave**

The Assistant Superintendent shall be granted eighteen (18) days of sick leave credit per annum. Deductions from accumulated sick leave will be made from time to time for each day of absence claimed as sick leave by the Assistant Superintendent.

Sick leave entitlement accrued by the Assistant Superintendent while in the employ of School District No. 60, prior to the execution of this Agreement, shall be carried forward.

Within thirty (30) days of leaving the employ of the Board, the Assistant Superintendent, if so requested, will be provided with a statement of unused sick leave credit.

If the Assistant Superintendent returns to a teaching position, any sick leave credit or deficit, as applicable, shall be carried forward.

6.9 **Annual Vacation**

The Board shall provide the Assistant Superintendent with an annual paid vacation of eight (8) weeks. Vacation time will be taken at such times as are mutually agreed to by the Superintendent of Schools and the Assistant Superintendent.

While the Board recommends and prefers that the Assistant Superintendent take vacation time off, the Board recognizes that unusual circumstances may prevent this. In those unusual circumstances and with the approval of the Superintendent of Schools, the Assistant Superintendent will be entitled to carry over the unused vacation time and to take the unused portion at a time mutually agreed upon. The following conditions will apply:

- a) The carryover of vacation time, subject to current Provincial Legislation, may not be taken later than the year following for which the vacation time was accrued.

6.10 Professional Development

The Board is committed to the professional growth of the Assistant Superintendent and will contribute to the professional growth of the Assistant Superintendent.

The Assistant Superintendent will be expected to undertake professional development activities as requested by the Board from time to time and shall be given a leave of absence, with pay, in order to undertake such an activity.

The Assistant Superintendent may apply in writing to the Superintendent of Schools for a leave of absence, with or without pay, for the purpose of undertaking professional development activities.

6.11 Personal Leave

If the Assistant Superintendent has accumulated fifty (50) sick days, she shall be eligible to receive one (1) personal leave day per calendar year. This is to be non-chargeable to sick leave.

If the Assistant Superintendent has accumulated ninety (90) sick days, she shall be eligible to receive two (2) personal leave days per calendar year subject to the above conditions.

One-half (1/2) of the accrued personal leave days not used by the Assistant Superintendent during the calendar year will be carried forward into the future and placed into a personal leave bank. The minimum carried forward into the personal leave bank per calendar year will be one-half (1/2) days. Once days have been placed into the personal leave bank, these days will be carried forward into the future until they are used and will not be subject to the one-half (1/2) rule above. There will be no loss in pay for the Assistant Superintendent taking personal leave.

6.12 Non-Elective Treatment of Minor Dependents

The Assistant Superintendent shall be granted up to ten (10) days leave of absence with pay, upon request, which shall be chargeable to accumulated sick leave, to accompany a minor dependent if he/she is referred for treatment out of town by a local doctor. The Board shall have the right to request and receive verification of this from the doctor.

7. INDEMNITY

Provided that legal fees and disbursements are not to cover the costs of any action taken by the Assistant Superintendent against the Board or its officer(s), and except where otherwise provided herein or in any written amendment to this Agreement, the Board agrees to indemnify the Assistant Superintendent against all costs, charges and expenses actually and reasonably incurred by her, including legal fees incurred during the investigation of a charge or allegation and including an amount paid to settle an action or to satisfy a judgment in a civil, criminal or administrative action or proceeding which is brought against her by reason of being or having been an Assistant Superintendent, provided that the Assistant Superintendent acted reasonably and in good faith and, in the case of a criminal or administrative action or proceeding, the Assistant Superintendent had reasonable grounds for believing that her conduct was lawful. The Board may advance funds to the Assistant Superintendent prior to the final resolution of a claim or action brought against her in order to prevent undue hardship being suffered by the Assistant Superintendent.

Notwithstanding the foregoing, the Board will have the option to retain legal counsel of its choice to defend an action or proceeding against the Assistant Superintendent and authority for the direction of the defense and for acceptability of any compromise or settlement of any claim or action against the Assistant Superintendent will lie in the sole discretion of the Board. In the event the Board chooses to retain such legal counsel, it has no obligation to indemnify the Assistant Superintendent for any legal fees associated with any legal representation the Assistant Superintendent may choose to obtain.

8. RENEWAL

During the sixty (60) days prior to July 31st, 2010 and within the same period prior to July 31st thereafter, the Board will review the appointment of the Assistant Superintendent. The appointment will continue unless there is a motion for termination or adjustment of the appointment adopted.

9. SUSPENSION

In the event the Assistant Superintendent is charged with a criminal offence and the Board believes the circumstances created by it render it unadvisable for the Assistant Superintendent to continue her duties, the Board may suspend the Assistant Superintendent without pay pending the disposition of the criminal charges and any appeal there from.

10. TERMINATION

10.1 The appointment of the Assistant Superintendent may be terminated:

- a) by mutual agreement between the parties;
- b) by the Board for just and reasonable cause. (The Assistant Superintendent shall have the right to a special meeting with the Board if so requested by the Assistant Superintendent. She shall have the right to be represented at the special meeting).
- c) by the Assistant Superintendent when a three (3) months' notice for termination is required;
- d) by the Board immediately without cause in which case clause 10.2 of this Agreement would apply.

10.2 Notwithstanding the provisions of 10.1 preceding, if the Board terminates the appointment of the Assistant Superintendent without just and reasonable cause, it shall offer to the Assistant Superintendent a teaching position in the School District commensurate with the Assistant Superintendent's experience and qualifications, as of the effective date of termination; the acceptance of which by the Assistant Superintendent releases the Board and its members from any cause of action she may have in respect of the termination.

In the event that the Assistant Superintendent declines to accept the teaching position offered, she shall thereupon receive pay for the duration of her appointment to a maximum of six (6) months; the acceptance of which by the Assistant Superintendent releases the Board and its members from any cause of action she may have in respect of the termination.

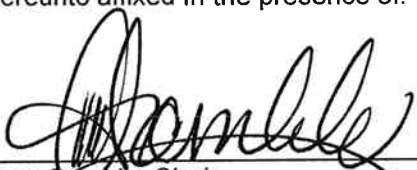
THIS AGREEMENT is subject to the provisions of the School Act and the Teaching Profession Act and any regulations made hereunder. In the event of a conflict between this Agreement and those enactments, the enactments shall prevail.

The Parties acknowledge and agree that the conditions of the Employment Plan may from time to time be amended. Any amendment so made shall be incorporated by reference herein and form a part of this Agreement.

IN WITNESS WHEREOF the Parties have executed the Assistant Superintendent Agreement.

DATED THIS 14th DAY OF NOVEMBER, 2006.

THE CORPORATE SEAL OF THE BOARD
OF SCHOOL TRUSTEES OF SCHOOL
DISTRICT NO. 60 (PEACE RIVER NORTH)
Hereunto affixed in the presence of:




Gary Gamble, Chair
Board of School Trustees



E. C. Inglehart, Secretary-Treasurer

SIGNED, SEALED AND DELIVERED
In the presence of:



Name: ROSE FRANKLIN
Address: 8407-89 Ave.
FORT ST. JOHN



Lesley Lahaye,
Assistant Superintendent

EMPLOYMENT AGREEMENT

BETWEEN: **THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 60
(PEACE RIVER NORTH)**
A body corporate duly established pursuant to the provisions of the
School Act, S.B.C. 1989, c.61, having an office at 10112 – 105th Avenue,
in the City of Fort St. John, in the Province of British Columbia:
(hereinafter referred to as the "Board")

OF THE FIRST PART

AND: **DOUGLAS G. BOYD**, a resident in the City of Fort St. John, in the
Province of British Columbia; (hereinafter referred to as the "Secretary-
Treasurer")

OF THE SECOND PART

WHEREAS:

The Secretary-Treasurer wishes to enter into employment with the Board on the terms and conditions set out in this contract and the Board wishes to engage the Secretary-Treasurer on such terms and conditions.

NOW THEREFORE THIS CONTRACT WITNESSETH THAT in consideration of the premises and of the covenants and agreements herein contained, the parties hereto mutually agree, each with the other, as follows:

1.0 NATURE OF APPOINTMENT

- 1.1 The Secretary-Treasurer agrees to perform the duties of the position of Secretary-Treasurer as prescribed by the School Act, and any regulations or orders made thereunder, and Board Policy or as may be assigned by the Board or Superintendent, in a manner satisfactory to the Board. The Secretary-Treasurer will maintain current professional qualifications for the position and will endeavour to the best of his ability to maintain current knowledge on the issues and trends related to the position.
- 1.2 The Secretary-Treasurer shall devote such time as may be required to meet his responsibilities in a manner and to a standard acceptable to the Board. The Secretary-Treasurer will promote the positive image of public education and the School District and shall not engage in any activities which interfere with or detract from his duties, responsibilities or performance as Secretary-Treasurer.

2.0 REMUNERATION

Subject to the provisions of any applicable legislation, the Board shall pay the Secretary-Treasurer an annual salary of **\$127,936.95** (less lawful deductions) which shall be a salary paid in equal monthly payments dependent upon the payroll superannuation designation. Salary increases shall be in accordance with Board/Provincial Policy in effect from time to time and any adjustments to salary will not reduce the salary agreed to in the preceding year.

3.0 TERM OF THE CONTRACT

The term of the contract will be for a period of five years (5) years from **August 1, 2008 to July 31, 2013**, subject to the terms and conditions of the contract provided herein.

4.0 TERMINATION

4.1 This contract may be terminated:

4.1.1 by mutual agreement in writing between the parties; or

4.1.2 by resignation of the Secretary-Treasurer. The Secretary-Treasurer shall give three (3) months' written notice to the Board of his intention to resign.

4.1.3 by the Board for just cause and provided that the Secretary-Treasurer shall have been given a minimum of seventy-two (72) hours' notice in writing by the Board that such a vote is contemplated, together with the reasons therefore and that, prior to such a vote being taken, he has been afforded an opportunity to be heard by the Board and to respond to any allegations made against him and that, upon such a vote being taken, he is forthwith provided with a decision in writing stating the reasons therefore.

4.1.4 by the Board without cause as provided in 4.2 herein;

4.1.5 upon the Secretary-Treasurer retiring.

4.2 The Employment Termination Standards Regulation applies to a termination without cause under this contract and without limitation applies to notice of termination, severance, assignment of work and re-employment of the Secretary-Treasurer.

5.0 RENEWAL OR NON RENEWAL

The Board will advise the Secretary-Treasurer twelve (12) months prior to the expiry date of this contract whether it wishes to renew the contract and the terms of any renewal. If the Board is contemplating non-renewal of this contract, it will advise the Secretary-Treasurer and provide an opportunity for him to meet with the Board.

6.0 PROFESSIONAL DEVELOPMENT

The Board agrees to provide a budget allocation in the amount of \$3,600.00 per annum for professional development expenses of the Secretary-Treasurer. Such allocation shall be available as an expenditure for the professional development of the Secretary-Treasurer and the Secretary-Treasurer will advise the Superintendent of the expenditures of money from this allocated amount. For the purpose of this clause, the expression "Professional Development" shall be deemed to be a professional, educational activity not being part of the ordinary duties, obligations and responsibilities of the Secretary-Treasurer. These funds may be accumulated over a two (2) year period for professional development purposes.

7.0 VACATION

The Secretary-Treasurer shall receive paid vacation leave, in addition to statutory holidays, equal to eight (8) weeks in each calendar year.

Unused vacation time will be paid out to the Secretary-Treasurer at the end of the year in which it is earned.

8.0 SICK LEAVE

The Secretary-Treasurer shall be granted eighteen (18) days of sick leave credit per annum. Deductions from accumulated sick leave will be made from time to time for each day of absence claimed as sick leave by the Secretary-Treasurer.

Within thirty (30) days of leaving the employ of the Board, the Secretary-Treasurer, if so requested, will be provided with a statement of unused sick leave credit.

Any sick leave accumulated while the Secretary-Treasurer was an employee of School District No. 60 shall be carried forward as a credit under the new Employment Agreement. If the Secretary-Treasurer returns to a teaching position, any sick leave credit or deficit, as applicable, shall be carried forward.

9.0 LEAVE OF ABSENCE

The Board may grant leaves of absence to the Secretary-Treasurer for other purposes. These leaves may, at the discretion of the Board, be with or without pay.

10.0 PERSONAL LEAVE

If the Secretary-Treasurer has accumulated fifty (50) sick days, he shall be eligible to receive one (1) personal leave day per calendar year. This is to be non-chargeable to sick leave.

If the Secretary-Treasurer has accumulated ninety (90) sick days, he shall be eligible to receive two (2) personal leave days per calendar year, subject to the above conditions.

One-half (1/2) of the accrued personal leave days not used by the Secretary-Treasurer during the calendar year will be carried forward into the future and placed into a personal leave bank with a maximum accumulation totaling ten (10) days. The minimum carried forward into the personal leave bank per calendar year will be one-half (1/2) day. Once days have been placed into the personal leave bank, these days will be carried forward into the future until they are used and will not be subject to the one-half (1/2) rule above. There will be no loss in pay for the Secretary-Treasurer taking personal leave.

Under no circumstances will personal days be paid out whether that is during the normal school year or upon retirement.

Personal leave accumulated while an employee of School District No. 60 prior to the execution of the Secretary-Treasurer Agreement shall be carried forward.

11.0 HEALTH BENEFITS

Effective March 1, 1997, a Flexible Benefits Plan was implemented. The Secretary-Treasurer has the option of choosing from a range of coverage depending on his individual preferences.

The Board will pay the premium cost of the following health benefit plans effective on commencement of employment as provided herein:

- Extended Health
- Group Life and Accidental Death & Dismemberment
- Dental
- Medical Services Plan of British Columbia

11.1 **Fringe Benefit Protection**

The Board will continue to pay premiums for all medical and dental benefits, up to a maximum of 120 working days, while the Secretary-Treasurer is utilizing sick leave benefits.

The Board will also continue to pay premiums for all medical and dental benefits for a period of one year after the commencement of Long Term Disability benefits. Following this period, the Secretary-Treasurer will be responsible for payment of 100% of all benefit premiums.

11.2 **Voluntary Benefits**

- a) Accidental Death & Dismemberment & Long Term Disability
The Secretary-Treasurer may voluntarily enroll in Accidental Death & Dismemberment and Long Term Disability which are optional plans carried by the Board. Costs of participating in either of these are the full responsibility of the Secretary-Treasurer.
- b) Other Optional Group Life Plans
The Secretary-Treasurer may voluntarily enroll in other optional group life plans provided he qualifies and pays 100% of the premiums.

11.3 **Non-Elective Treatment of Minor Dependents**

The Secretary-Treasurer shall be granted up to ten (10) days leave of absence with pay, upon request, which shall be chargeable to accumulated sick leave, to accompany a minor dependent if he/she is referred for treatment out of town by a local doctor. The Board shall have the right to request and receive verification of the Secretary-Treasurer from the Doctor.

- 11.4 **Long Term Disability Plan** – Coverage will be provided for the Secretary-Treasurer under the Principals' and Vice-Principals' Plan. The Board will pay 100% of the premiums.

12.0 **SUPERANNUATION**

The Board shall pay the employer's portion of the Superannuation Pension Plan as outlined by the Superannuation Commission.

13.0 **EXPENSES & ALLOWANCES**

- 13.1 The Board agrees to reimburse the Secretary-Treasurer in accordance with Board Policy for all actual and necessary reasonable expenses incurred by him while conducting School District business.
- 13.2 The Board agrees to pay the cost of the Secretary-Treasurer's membership in the BCASBO and any other organization or association the activities of which the parties mutually agree would be of value and assistance to the Secretary-Treasurer in the performance of his duties.
- 13.3 The Secretary-Treasurer will be expected to present receipts for all expenses claimed to the Superintendent.
- 13.4 The Secretary-Treasurer is eligible for a travel allowance of \$3,000 per annum. The amount will be pro-rated if the Secretary-Treasurer starts or leaves employment during the year. The Secretary-Treasurer allowance is included in the amounts outlined in Section 2.0 (Remuneration) and will not be separated on the monthly pay slip. The accumulated travel allowance shall be reported in the appropriate box on the T4 supplementary at year end.

14.0 MILEAGE ALLOWANCE

- 14.1 In order to perform his duties, the Secretary-Treasurer must have in his possession a reliable vehicle. The Board agrees to pay a mileage allowance in accordance with Board Policy in effect from time to time when the Secretary-Treasurer uses his car in the performance of his duties.

14.2 Use of Home Office

The Board recognizes that the Secretary-Treasurer will maintain an offsite office, inclusive of Internet connection, so that he has access to his files and other work while at his residence.

15.0 INDEMNIFICATION

- 15.1 The School Board agrees to indemnify and save harmless the Secretary-Treasurer from any action brought against the Secretary-Treasurer which arises by virtue of the Secretary-Treasurer's employment with the Board, provided that this covenant does not apply in respect of any criminal acts committed by the Secretary-Treasurer in respect of civil negligence on the part of the Secretary-Treasurer occurring outside of the course and scope of the employment of the Secretary-Treasurer or in respect of a claim or action between the Secretary-Treasurer and the School Board.
- 15.2 The Secretary-Treasurer agrees to notify the Board forthwith in writing of any claim or action brought against the Secretary-Treasurer arising out of his employment and any incident or event that could lead to legal proceedings.
- 15.3 It is specifically agreed that the School Board shall have the discretion to retain counsel of its choice to defend the Secretary-Treasurer during any proceeding brought against the Secretary-Treasurer as provided in this Article; to direct the defense of the action; and to settle or compromise any claim. In the event that counsel retained by the Board recommends separate representation for the Secretary-Treasurer, the Secretary-Treasurer shall be entitled to separate representation and the Board may retain such separate representation for the Secretary-Treasurer. Where the Board chooses to retain legal counsel for the Secretary-Treasurer or provide separate representation for the Secretary-Treasurer, the Board shall be entitled to establish the terms and conditions of

the retainer including but not limited to the right to tax any account for legal fees and conditions.

- 15.4 The Board shall not be obligated to pay a fine or penalty imposed on the Secretary-Treasurer.

16.0 PERFORMANCE REVIEW

The Superintendent or his designate may at any time conduct an evaluation of the performance of the Secretary-Treasurer. The Superintendent or designate shall consult with the Secretary-Treasurer on the process and criteria for evaluation.

17.0 GENERAL

- 17.1 There are no obligations or terms implied or otherwise with respect to the nature and existence of the employment opportunity offered except as contained in the contract.
- 17.2 Each provision and paragraph of this contract is declared and constitutes a separate and distinct covenant and to be severable from all other such separate and distinct covenants. If any covenant or provision herein contained is determined to be void or unenforceable, in whole or in part, such determination shall not affect or impair the validity or enforceability of any other covenant or provisions contained in the contract and the remaining provisions of the contract shall be valid and enforceable to the fullest extent permitted by law.
- 17.3 Any notices required pursuant to this contract shall be in writing to the address set out in this contract. Either party may from time to time, by written notice to the other party, designate another address to which notices must be sent.

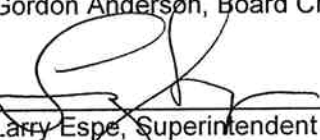
Notwithstanding the date upon which this contract is executed, it is deemed to have commenced the ____ 1st ____ day of ____ AUGUST ____, 2008.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals as of the day and year first above written.

THE COMMON SEAL OF THE BOARD
OF EDUCATION OF SCHOOL)
DISTRICT NO. 60 (Peace River North))
Was hereunto affixed in the presence of:)



Gordon Anderson, Board Chair)



Larry Espe, Superintendent of Schools)

Signed, Sealed and Delivered by)
Secretary-Treasurer in the presence of:)



Name)

10954-110 Ave F1 ST 5040

Address)

H R Officer

Occupation)



Secretary-Treasurer

EMPLOYMENT AGREEMENT

DIRECTOR OF INSTRUCTION

**BETWEEN: THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 60
(PEACE RIVER NORTH) (hereinafter called "the Board")**

OF THE FIRST PART

AND: DAVID SLOAN

OF THE SECOND PART

WHEREAS:

The School Act authorizes the Board, after considering the recommendation of the Superintendent of Schools, to appoint a properly qualified person as a Director of Instruction to fulfill the duties of the Director of Instruction pursuant to the provisions of the School Act, its regulations and the Teaching Profession Act.

AND WHEREAS:

The parties wish to enter into such an agreement of employment, the parties hereto mutually agree as follows:

1. TERM

The term of this contract shall be from August 1st, 2006 through July 31st, 2011. Should the Board choose not to renew the contract, the Director of Instruction shall be given notice minimally one calendar year prior to the expiration date of this Employment Agreement.

2. DUTIES AND RESPONSIBILITIES

The Director of Instruction agrees to perform such duties as prescribed by the provisions of the School Act, any regulations and ministerial orders made hereunder and duties consistent with the usual prescribed duties of the Director of Instruction or as assigned by the Board or the Superintendent of Schools.

The Director of Instruction shall be considered an integral part of the management team of the School District.

The Director of Instruction shall faithfully devote his full time and attention according to the best of his knowledge, skill, time and ability to the discharge of his duties and responsibilities and shall not engage in any enterprise or activity which is contrary to or detracts from the due performance of the duties of the business of the Board.

3. ASSIGNMENT AND REASSIGNMENT

- 3.1 The parties agree that for the first year of Director of Instruction appointment, the employment of the Director of Instruction is on a probationary basis.
- 3.2 It is understood that the Board may, during the appointment, reassign the Director of Instruction to a different administrative position by giving thirty (30) days' notice in writing of the reassignment to the Director of Instruction.
- 3.3 Upon reassignment to a different administrative position, the Director of Instruction shall assume the duties as prescribed by the provisions of the School Act and any regulations.
- 3.4 Upon reassignment to a new position, the Director of Instruction shall assume the new duties on the date specified by the Board.
- 3.5 Upon a Board initiated reassignment, payment of salary will continue at the rate specified in the Director of Instruction Agreement or the rate specified by the new assignment, whichever is the greater, for a period of three (3) months.
- 3.6 The Director of Instruction shall have the right to a special meeting with the Board if so requested by the Director of Instruction. He shall have the right to be represented at the special meeting.

4. QUALIFICATIONS

During the term of his appointment, the Director of Instruction shall maintain membership in the College of Teachers and must, as a condition of employment, hold a valid and subsisting Certificate of Qualification issued by the College of Teachers, pursuant to the School Act and the Teaching Profession Act and any regulation made there under.

5. EVALUATION

Following an evaluation, the result of the evaluation shall be communicated to the Director of Instruction and the Board.

Upon the written request of the Director of Instruction, the Superintendent of Schools or Assistant Superintendent will write an evaluation report.

6. SALARY AND BENEFITS

6.1 Salary

Subject to the provisions of any applicable legislation, the Board shall pay the Director of Instruction an annual salary of \$117,300 (current salary less lawful deductions) which shall be salary paid in equal monthly payments dependent upon the payroll superannuation designation. Salary increases shall be in accordance with Board/Provincial Policy in effect from time to time and any adjustments to salary will not reduce the salary agreed to in the preceding year.

6.2 Use of Automobile

In order to perform his duties, the Director of Instruction must have in his possession a reliable vehicle. The Board agrees to pay a mileage allowance in accordance with Board Policy in effect from time to time when the Director of Instruction uses his car in the performance of his duties.

6.3 Use of Home Office

The Board recognizes that the Director of Instruction will maintain an offsite office, inclusive of Internet connection so that he has access to his files and other work while at his residence.

6.4 Expenses and Allowances

- a) The Board shall reimburse the Director of Instruction for all reasonable expenses he incurs in fulfilling his duties and responsibilities under the Director of Instruction Agreement, provided such expenses are approved by the Superintendent of Schools. Those expenses are to include reimbursement for mileage costs for District use of personal vehicle in accordance with Board Policy.
- b) The Director of Instruction is eligible for a travel allowance of \$3,000 per annum. The amount will be pro-rated if the Director of Instruction starts or leaves employment during the year. The Director of Instruction allowance is included in the amounts outlined in Section 6.1 (Salary) and will not be separated on the monthly pay slip. The accumulated travel allowance shall be reported in the appropriate box on the T4 supplementary at year end.
- c) The Board will pay the cost of Director of Instruction membership in the BCSSA.

6.5 Benefits

The Board shall pay the premium cost of medical service coverage provided under the British Columbia Medical Plan.

Effective March 1, 1997, a Flexible Benefits Plan was implemented. The Director of Instruction has the option of choosing from a range of coverage depending on his individual preferences. The following coverage is the baseline used for calculations:

a) Extended Health

Extended Health Benefits include a Supplemental Travel Rider (unlimited number of trips per year), specialist coverage (including physiotherapy and chiropractor) and a Visual Care Rider (allowing \$125.00 every twenty-four (24) months per family member). The annual deductible is \$25.00 and reimbursement is 80% of the first \$1,000.00 and 100% of the remainder incurred inside the Province of B.C. and 100% of emergency out-of-province incurred each calendar year.

b) Group Life and Accidental Death & Dismemberment

Group Life Insurance and Basic Accidental Death & Dismemberment is three times annual salary to a maximum of \$300,000. Coverage includes a Living Benefit Allowance to a maximum of 50% or \$50,000 (whichever is less).

c) Dental

The Dental Plan consists of 100% on basic services, 50% on restorative services and \$1,800 lifetime maximum per dependent child or adult family member on orthodontic services.

6.6 Superannuation

The Board shall pay the employer's portion of the Superannuation Pension Plan as outlined by the Superannuation Commission.

6.7 Fringe Benefit Protection

The Board shall continue to maintain full premium payments on behalf of the Director of Instruction or any Income Security Benefits during the period a person is on medical leave of absence and is in receipt of Long Term Disability Benefits, and for a period of one year when a person is on medical leave and in receipt of benefits from a salary continuance plan.

6.8 Voluntary Benefits

The Director of Instruction may voluntarily enroll in Accidental Death & Dismemberment and Long Term Disability which are optional plans carried by the Board. Costs of participating in either of these are the full responsibility of the Director of Instruction.

6.9 Sick Leave

The Director of Instruction shall be granted eighteen (18) days of sick leave credit per annum. Deductions from accumulated sick leave will be made from time to time for each day of absence claimed as sick leave by the Director of Instruction.

Sick leave entitlement accrued by the Director of Instruction while in the employ of School District No. 60 prior to the execution of the Director of Instruction Agreement shall be carried forward.

Within thirty (30) days of leaving the employ of the Board, the Director of Instruction, if so requested, will be provided with a statement of unused sick leave credit.

Any sick leave accumulated while the Director was an employee of School District No. 60 shall be carried forward as a credit under the new Employment Agreement. If the Director of Instruction returns to a teaching position, any sick leave credit or deficit, as applicable, shall be carried forward.

6.10 Annual Vacation

The Board shall provide the Director of Instruction with an annual paid vacation of eight (8) weeks. Vacation time will be taken at such times as are mutually agreed to by the Superintendent of Schools and the Director of Instruction.

6.11 Professional Development

The Board is committed to the professional growth of the Director of Instruction and will contribute to the professional growth of the Director of Instruction. The Director of Instruction is entitled to an annual professional development allowance of up to \$3,600, which can be used during the year in which it was earned or carried forward for no more

than two consecutive years. In no event will the Director of Instruction be paid out for any unused professional development funds.

The Director of Instruction will be expected to undertake professional development activities as requested by the Board from time to time and shall be given a leave of absence, with pay, in order to undertake such an activity.

The Director of Instruction may apply in writing to the Superintendent of Schools for a leave of absence, with or without pay, for the purpose of undertaking professional development activities.

6.12 Personal Leave

If the Director of Instruction has accumulated fifty (50) sick days, he shall be eligible to receive one (1) personal leave day per calendar year. This is to be non-chargeable to sick leave.

If the Director of Instruction has accumulated ninety (90) sick days, he shall be eligible to receive two (2) personal leave days per calendar year, subject to the above conditions.

One-half (1/2) of the accrued personal leave days not used by the Director of Instruction during the calendar year will be carried forward into the future and placed into a personal leave bank with a maximum accumulation totaling ten (10) days. The minimum carried forward into the personal leave bank per calendar year will be one-half (1/2) day. Once days have been placed into the personal leave bank, these days will be carried forward into the future until they are used and will not be subject to the one-half (1/2) rule above. There will be no loss in pay for the Director of Instruction taking personal leave.

Under no circumstances will personal days be paid out whether that is during the normal school year or upon retirement.

6.13 Non-Elective Treatment of Minor Dependents

The Director of Instruction shall be granted up to ten (10) days leave of absence with pay, upon request, which shall be chargeable to accumulated sick leave, to accompany a minor dependent if he/she is referred for treatment out of town by a local doctor. The Board shall have the right to request and receive verification of the Director of Instruction from the Doctor.

7. INDEMNITY

Provided that legal fees and disbursements are not sufficient to cover the costs of any action taken by the Director of Instruction against the Board or its officer(s), and except those otherwise provided herein or in any written amendment to the Director of Instruction Agreement, the Board agrees to indemnify the Director of Instruction against all costs, charges and expenses actually and reasonably incurred by him, including legal fees incurred during the investigation of a charge or allegation and including an amount paid to settle an action or satisfy a judgment in a civil, criminal or administrative action or proceeding which is brought against him by reason of being or having been a Director of Instruction, provided that the Director of Instruction acted reasonably and in good faith and, in the case of a criminal or administrative action or proceeding, the Director of Instruction had reasonable grounds for believing that his conduct was lawful. The Board may advance funds to the Director of Instruction prior to the final resolution of a claim or action brought against him in order to prevent undue hardship being suffered by the Director of Instruction.

Notwithstanding the foregoing, the Board will have the option to retain legal counsel of its choice to defend an action or proceeding against the Director of Instruction and the authority for the direction of the defense and for the acceptability of any compromise or settlement of any claim or action against the Director of Instruction will lie in the sole discretion of the Board. In the event the Board chooses to retain such legal counsel, it has no obligation to indemnify the Director of Instruction for any legal fees associated with any legal representation the Director of Instruction may choose to obtain.

8. **RENEWAL**

During the sixty (60) days prior to contract expiration, the Board will review the appointment of the Director of Instruction. The appointment will continue unless there is a motion for termination or adjustment of the appointment adopted. In the event that the Director's contract will not be renewed, a period of notice shall be given that allows one full year of notice prior to the expiration of the contract on July 31st of the following year.

9. **SUSPENSION**

In the event the Director of Instruction is charged with a criminal offence and the Board believes the circumstances created by it render it unadvisable for the Director of Instruction to continue his duties, the Board may suspend the Director of Instruction without pay pending the disposition of the criminal charges and any appeal there from.

10. **TERMINATION**

10.1 The appointment of the Director of Instruction may be terminated:

- a) by mutual agreement between the parties;
- b) by the Board for just and reasonable cause;

(The Director of Instruction shall have the right to a special meeting with the Board if so requested by the Director of Instruction. He shall have the right to be represented at the special meeting).

- c) by the Director of Instruction. A three (3) months' notice for termination is required.
- d) by the Board immediately without cause in which case Clause 10.2 of the Director of Instruction Agreement would apply.

10.2 Notwithstanding the provisions of Clause 10.1 preceding, if the Board terminates the appointment of the Director of Instruction without just and reasonable cause, it shall offer to the Director of Instruction a principalship, if one is available, in the School District, commensurate with the position title's experience and qualifications, as of the effective date of termination; the acceptance of which by the Director of Instruction releases the Board and its members from any cause of action he may have in respect of the termination.

In the event that the Director of Instruction declines to accept the administrative position offered, he shall thereupon receive pay for the duration of his appointment to a maximum as prescribed by the Employment Termination Standards of the Public Sector Employers'

Act and shall release the Board and its members from any cause of action he may have in respect of the termination.

The Director of Instruction Agreement is subject to the provisions of the School Act, the Public Sector Employers' Amendment Act and the Teaching Profession Act and any regulations made there under. In the event of a conflict between the Director of Instruction Agreement and those enactments, the enactments shall prevail.

The parties acknowledge and agree that the conditions of the Employment Plan may from time to time be amended. Any amendment so made shall be incorporated by reference herein and form a part of the Director of Instruction Agreement.


IN WITNESS WHEREOF the parties have executed the Director of Instruction Agreement.

DATED THIS 10th DAY OF October, 2006.

THE CORPORATE SEAL OF THE BOARD
OF SCHOOL TRUSTEES OF SCHOOL
DISTRICT NO. 60 (PEACE RIVER NORTH)
Hereunto affixed in the presence of:

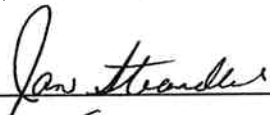


Gary Gamble
Chair, Board of School Trustees



E. C. Inglehart
Secretary-Treasurer

SIGNED, SEALED AND DELIVERED
In the presence of:



Name: Jan Stravoluna
Address: Box 104
Cecil Lake BC V0C1G0



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