



TOP HIDDEN TIPS & TRAPS IN SCHOOL
EMPLOYMENT LAW
They Can Either Save or Cost You Money!



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Severance/ Notice Clauses

- Typical Problems:
 - No notice clause so left exposed to increasing severance packages awarded by the Courts
 - Notice clause not binding
 - Agreed after offer of employment
 - Unclear
 - Contrary to Employment Standards
 - Lack of independent legal advice suggestion for Employee
 - Only Applicable to your Non-Union staff



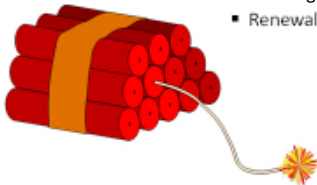
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Fixed Term Contracts

Typical problems:

- Costly absence of a termination clause
- Working past the end of the term
- **Renewal** clause confusion



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Fixed Term Contracts Cont.


- **Application to Teacher Contracts:**
 - Probationary, Temporary, and Interim teaching contracts
 - Administrative designations
 - New 5 year Term max. for Principals - then continuous
 - Must make decision on existing Term Principals of 5 years or more by **January 31, 2018**
 - If to reach 5 years by August 31, 2018 must make decision by **April 30, 2018**


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Probationary Period

Typical problems:

- Must clearly define employer's rights during the probationary period
- Debatable effect if longer than 90 days
- Working past the end of the probationary period




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Teacher Probationary Contracts

What They Are


- Section 98 Probationary Contract for teacher not employed by the Board in the prior school year
- Exception for prior employment as Substitute or Temporary Teacher
- Automatic termination on June 30 following commencement date
- Option to extend up to one further year if evaluations indicate

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Teacher Probationary Contracts

How To Use Them


- General rule, use for all new-hires to be employed to the end of the school year for which they are hired
- Ensure the contract is clearly identified as a Probationary Contract and noted to automatically expire with no further obligations on June 30 of the school year


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Teacher Probationary Contracts

Performance Management and Dismissal Implications


- Documented evaluation of concerns necessary for Second Year Probationary Contract
- Automatic termination/expiry on June 30:
Warning – do not take steps or make representations inconsistent with automatic expiry/conclusion of employment, until you are certain that employment will be continued
- Just cause is required to terminate prior to the end of the fixed term



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Teacher Temporary Contracts What They Are

- Section 101 Temporary Contract for a teacher employed for the purpose of replacing a teacher who is absent for a period of 20 or more consecutive teaching days. If this applies - [Use It](#)
- Such employment is for a fixed term to the date provided in the contract or June 30 of the year in which the contract commenced, whichever is earlier

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Teacher Temporary Contracts Performance Management and Dismissal Implications


- This form of contract offers significant flexibility and far less restrictions on the Board than do the other forms of contract
- Contract can be terminated at any time for any reason (absent Human Rights) by giving 30 days' notice – No Appeal to Board of Reference
- **However, still right to be heard by decision maker prior to termination (Pembina Hills Case)**

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Key Tips on Continuous Teacher Terminations

- Must establish Just Cause
- For competency issues ensure that you follow Alberta Ed. Teacher Growth, Supervision, and Evaluation policy
- For misconduct issues ensure clear written progressive discipline with clear warning of further disciplinary consequences including termination for cause
- Strongly recommend school board's delegate termination of Teacher and Administrative contracts to the Superintendent
- Whether the Board or the Superintendent, a teacher has a right to be heard by the decision maker prior to a final decision being made. Unfortunately, this right to be heard applies even to midterm probationary, and temporary teachers (Pembina Hills Case)
- Do not forget the Notice of Termination to a teacher can not be given in the 30 days preceding a vacation period of 14 or more days!



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QUESTIONS?

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