



Note: This policy does not apply to employees on a Continuing Contract (see Policy 316 – Employment Contracts).

Rationale

In the case of non-renewal of Teachers' or Principals' contracts, a proper procedure and an appeal process must be in place.

Policy

A. Types of Termination

1. Termination by the Employee

- a) The Employee may resign and terminate his or her employment with the Employer without incurring any liability by providing to the Employer the following written notice of termination:
 - i. for teachers this notice is to be provided on or before 15 April
 - ii. for principals this notice is to be provided on or before 1 March
 - iii. notice will be provided by submitting the appropriate Letter of Intent.

2. Termination by the Employer with Cause

- a) The Employer may, at any time and without notice or pay in lieu of notice, terminate the Employee's employment for just cause, in which case the Employee is entitled to only earned salary and entitlements, if any, pursuant to the *Employment Standards Act*.
- b) Just cause includes, but is not limited to:
 - i. the Employee's failure to perform the duties and responsibilities of the Employee's position in a competent manner after the Employer has provided reasonable written notice of such failure and after a remediation plan has not been successful;
 - ii. any material breach of the employment contract;
 - iii. any fraudulent or dishonest act committed by the Employee;
 - iv. any conduct, behavior or public statements, including statements made on any social media (including but not limited to Twitter, Facebook, Instagram and You-Tube), by the Employee that the Employer considers, in its sole discretion, to be detrimental to its best interests or reputation;
 - v. failure to obey reasonable and proper instructions of the Employer at any time during the term of the employment contract;
 - vi. the Employee engaging in any serious misconduct or behaviour adverse to the interests of the Employer or students;
 - vii. the Employee committing a criminal offense or any unlawful act that would be detrimental to the reputation, character or standing of the Employer, including but not limited to any act of dishonesty, fraud, embezzlement, misappropriation or financial dishonesty against the Employer or any of its affiliates;
 - viii. the Employee's omission, commission or other conduct that would constitute cause or just cause at law, in addition to those enumerated above; and

- ix. breach of the Catholicity clause of the contract.

3. Termination by the Employer without Cause

- a) The Employer may, at any time and without cause, terminate the Employee's employment, in which case any notice of termination or severance payment will be in accordance with common law.

4. Termination by the Employer due to Financial Reasons

- a) In addition to the terms set out in this policy, the procedure as set out in Policy 309 - Termination, non-Renewal of Teacher Contracts for Financial Reasons must be followed.

B. Other Requirements

1. All termination and non-renewal of Teachers' and Principals' contracts must be approved in writing by the Superintendent of Catholic Schools.
2. The Employee's entitlement to salary and benefits will cease on the date of termination of employment.
3. The Notice of Termination and agreed upon severance payment will constitute the Employee's entire entitlement to any notice, payment in lieu of notice, damages or liability owed by the Employer.
4. When the employment of the Employee is terminated for any reason, the Employee is expected to act reasonably in seeking and accepting alternative employment during the notice period.
5. Any income received by the employee from any and all alternative employment during the notice period will be deducted from any severance payment that may be found owing by the Employer to the Employee, except in the case of any lump sum severance payment provided by the Employer.

Procedure

The procedures below must be followed when a school is considering non-renewal or dismissal of a Teacher's or Principal's contract.

A. Teacher Contracts

1. The following is the responsibility of the Principal in the matter of non-renewal of a Teacher's contract and/or dismissal during the term of contract for any reason:
 - a) In cases where the Principal judges that a Teacher's contract should not be renewed he/she must bring this to the attention of the Education Committee and Pastor as soon as possible and no later than 1 March.
 - b) In situations where the Principal judges that it may be necessary to dismiss a Teacher during the term of a contract, the Principal must immediately make the situation known to the Education Committee and Pastor.

2. The following is the responsibility of the Education Committee and Pastor with regard to non-renewal of Teachers' contracts and/or dismissal during term of contract for any reason:
 - a) In cases where the Education Committee and Pastor reach the decision that a Teacher's employment should not be renewed for the following school year they must communicate in writing their decision and the rationale for the decision to the Superintendent of Catholic Schools, no later than 15 March, with the request for authorization to put their decision into effect.
 - b) In the situation where the Education Committee and Pastor reach the decision that a Teacher must be dismissed during the term of contract they must convey immediately their decision in writing to the Superintendent of Catholic Schools, requesting authorization to dismiss the Teacher detailing their specific reasons for reaching this decision.
 - c) No notice of intent not to renew or to terminate a contract is to be given to a Teacher prior to the receipt of written authorization to do so from the Superintendent of Catholic Schools.
 - d) In situations where the Education Committee and Pastor believe the matter is so serious that summary dismissal is called for they are to work with the Superintendent of Catholic Schools to determine whether to place the employee on administrative leave with pay pending further investigation and a final decision.

B. Principal Contracts

1. The following is the responsibility of the Education Committee and Pastor with regard to non-renewal of Principals' contracts and/or dismissal during term of contract for any reason:
 - a) In cases where the Education Committee and Pastor reach the decision that a Principal's employment should not be renewed for the following school year they must communicate in writing their intent to the Superintendent of Catholic Schools, no later than 1 February with the request for authorization to put their decision into effect.
 - b) In the situation where the Education Committee and Pastor reach the decision that a Principal must be dismissed during the term of contract, they must convey immediately and in writing their intent to the Superintendent of Catholic Schools, requesting authorization to dismiss the Principal and detailing their specific reasons for reaching this decision.
 - c) No notice of intent not to renew or to terminate a contract is to be given to a Principal prior to the receipt of written authorization to do so from the Superintendent of Catholic Schools.
 - d) In situations where the Education Committee and Pastor believe the matter is so serious that summary dismissal is called for they are to work with the Superintendent of Catholic Schools to determine whether to place the employee on administrative leave with pay pending further investigation and a final decision.

Appeal Process

Any Teacher or Principal who feels that he or she has been treated unfairly may appeal the decision through the process detailed in Policy 302 - Major Complaints. An aggrieved Teacher or Principal must

on first instance notify the CISVA Board of Directors in writing of their intent to appeal within ten working days from receipt of a notice of non-renewal or dismissal.

<i>References</i>	<i>Approved</i> CISVA Board of Directors Date Pre-1996
	<i>Last Revised</i> 6 December 2011 5 July 2016 2 May 2017