

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

ECl: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

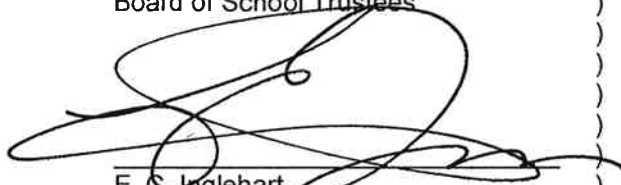
DATED THIS 28th day of June, 2006. 2007

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