

## DIRECTOR

### Director of Education Performance Review

#### 1.0 Rationale

The Director of Education, responsible for implementing the elected Board of Trustees' Multi-Year Strategic Plan and the Equity and Inclusive Education Policy, has overall responsibility for staff, operations and programs at the Durham District School Board.

One of the key responsibilities of the Board of Trustees is to monitor and evaluate the performance of the Director of Education in meeting the obligations of the position under the *Education Act*, the Board's Policies and Procedures and the Board's multi-year strategic plan.

The Board of Trustees is committed to ethical leadership, a healthy workplace culture and to fostering public confidence in our system. This policy supports these commitments.

#### 2.0 Objective

The objective of the Director's Performance Review Policy is to establish a transparent and objective process for the Board of Trustees to review the Director of Education's performance and to set a proactive framework to support the Director of Education in achieving the performance expectations of the position.

#### 3.0 Application

The performance of the Director of Education is reviewed annually in accord with the terms of this Policy. The employment contract of the Director of Education shall be subject to this Policy regarding the Director's performance review.

The Director of Education performance review is confidential and will be conducted in private, in accord with the provisions of Section 207(2)(b) of the *Education Act*. Therefore, any reference in this policy to the Board of Trustees includes reference to the Committee of the Whole Board, as appropriate.

The Board of Trustees will keep the public informed as to when the annual review has been completed and will share with the public a summary of the goals and priorities identified through the review.

#### 4.0 Director of Education Performance Review Committee

This Board of Trustees shall establish a Director of Education Performance Review Committee, the terms of reference of which will be to:

- (i) in consultation with the Director of Education, oversee the selection of the external consultant that will be retained by the Board and any additional consultant that may be retained as referenced in paragraph 4.1.2;

- (ii) work with the external consultant to implement the Director of Education's Performance Review in accordance with this Policy and to carry out any other activities specified in this Policy; and
- (iii) work with the external consultant to develop and implement the self-assessment performance evaluation tool for the Director of Education.

All Trustees are eligible to sit on the Director of Education's Performance Review Committee, but there shall be a minimum of three Trustees plus the Chair and Vice-chair of the Board. The members of the Committee shall be approved by the Board annually.

#### **4.1 Performance Review Process**

##### **4.1.1 Position Profile and Objectives**

The external consultant and the Director of Education's Performance Review Committee will work in collaboration with the Director of Education to annually prepare a *Director of Education Position Profile and Objectives* document for the upcoming year. This document shall, with reference to the Multi-Year Strategic Plan, outline the annual key strategic priorities for the upcoming year, together with key accountabilities and leadership competencies for the role.

##### **4.1.2 Annual Performance Review**

Each year, commencing after the first year in the role, the Director of Education's Performance Review Committee will facilitate the annual review which shall culminate in the *Annual Director's Evaluation Report*, a complete and concise confidential report on the results of a performance review, which shall be submitted to the Board for approval.

The performance review shall consist of the following:

- (i) *A 360-degree performance review questionnaire, to be completed anonymously, to collect data on critical elements of the Director's responsibilities and performance, as set out in the Director of Education Position Profile and Objectives. The following parties are to be asked to complete the 360-degree performance review questionnaire;*
  - (a) all members of Administrative Council,
  - (b) all Trustees,
  - (c) student Trustees,
  - (d) the non-trustee chair(s) or vice-chair(s) of the Board's advisory committees,
  - (e) one representative from each of the Board's local unions, federations and the Ontario Principals' Council local representative,
  - (f) Parent Council Chair, and
  - (g) any other representative groups as the Director of Education's Performance Review Committee may determine annually in consultation with the external consultant.
- (ii) A self-assessment performance evaluation tool to be completed by the Director, setting out achievement of previously agreed upon deliverables; high-level, measurable goals and priorities to advance student achievement and well-being in alignment with the Board's Multi-Year Strategic Plan; and performance in response to unforeseen circumstances.

The *360-degree performance review questionnaire* form shall be prepared by the external consultant based on their independent professional judgment but the consultant shall consult with the Director of Education's Performance Review Committee and the Director. At the discretion of the Director of Education's Performance Review Committee, a second consultant may be retained to assist the external consultant in developing, administering and summarizing the results of the 360-degree performance review.

The *Annual Director's Evaluation Report* shall first be prepared in draft by the external consultant for submission to each of the Director of Education and the Director of Education's Performance Review Committee for review and comment. The external consultant shall consider any comments and exercise their professional judgment in preparing a final draft of the *Annual Director's Evaluation Report* which shall be resubmitted to the Director of Education and the Director of Education's Performance Review Committee. If there is no objection, the report shall be made final and submitted to the Board of Trustees.

In the event that either of the Director of Education or Director of Education's Performance Review Committee do not agree on the final draft of the *Annual Director's Evaluation Report*, they shall advise the external consultant of their objection, following which the external consultant shall coordinate a dispute resolution panel. The panel shall consist of the following:

- (a) one member selected by the Director of Education in consultation with the Council of Ontario Directors of Education (CODE);
- (b) a second member selected by the Chair of the Director of Education's Performance Review Committee in consultation with the Ontario Public School Boards Association (OPBSA); and
- (c) a third member of the panel, an external party, with expertise in mediation, suitable to both CODE and OPSBA.

The panel shall control its procedure with a view to conducting a fair but relatively informal and expeditious proceeding. This is not a proceeding to which the *Statutory Powers Procedures Act* applies. The panel shall consider all relevant information presented by the Director of Education's Performance Review Committee, the Director of Education and the external consultant. The panel may revise the draft report in respect of the matters in dispute and shall deliver the final *Annual Director's Evaluation Report* to the Board of Trustees. If the panel revises the report, it shall provide a written explanation for the changes.

Notwithstanding the foregoing, every second year, the *360-degree performance review questionnaire* called for in 4.1.2 (i) shall also be sent to those stakeholder groups and/or community groups as may be determined annually by the Director of Education's Performance Review Committee in consultation with the external consultant.

### **4.1.3 Performance Improvement Plan**

In situations where the Director of Education's Performance Review results in a below standard appraisal, the *Annual Director's Evaluation Report* shall include a Performance Improvement Plan which:

- (a) identifies and explains the area(s) of concern;
- (b) stipulates the matters requiring attention with links to the specific expectations of the role;
- (c) identifies corrective action to be taken;
- (d) identifies indicators of success; and
- (e) contains timelines for completion.

The Director of Education's Performance Review Committee will work collaboratively with the Director of Education to monitor progress with the plan in accord with the agreed upon criteria and timelines.

If the Director of Education fails to meet the targets outlined in the Performance Improvement Plan by the timelines outlined, the Board of Trustees may take further action on recommendation of the Director of Education's Performance Review Committee or on its own initiative.

#### **4.1.4 Annual Public Communication**

Annually, at a public meeting of the Board, the Board of Trustees shall:

- (a) confirm the completion of the Director of Education Performance Review;
- (b) approve the *Director of Education Position Profile and Objectives* for the upcoming year; and
- (c) confirm that the most current version of the Director's employment contract is posted publicly on the Board website.

Following approval, the *Director of Education Position Profile and Objectives* will also be posted publicly on the Board website.

## Glossary of Key Terms

### 1. Director of Education Position Profile and Objectives

The *Director of Education Position Profile and Objectives* document outlines the annual key strategic priorities for the upcoming year, together with key accountability and leadership competencies for the role.

### 2. 360-Degree Performance Review Questionnaire

The *360-degree performance review questionnaire* is a document used to collect data on critical elements of the Director's responsibilities and performance, as set out in the *Director of Education Position Profile and Objectives* document.

### 3. Self-Assessment Performance Evaluation Tool

The self-assessment evaluation tool is to be completed by the Director annually setting out achievement of previously agreed upon deliverables; high-level, measurable goals and priorities to advance student achievement and well-being in alignment with the Board's Multi-Year Strategic Plan; and performance in response to unforeseen circumstances.

### 4. Annual Director's Evaluation Report

The *Annual Director's Evaluation Report* is a complete and concise confidential report on the results of the performance review which is prepared annually.

### 5. Performance Improvement Plan

The Performance Improvement Plan is a plan which must be included in the *Annual Director's Evaluation Report* if there is a below standard appraisal.

**Effective Date**

**2020/07/08**

**Amended/Reviewed**

## THE ORGANIZATION

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Durham District School Board (DDSB) is responsible for public education in the rural communities of Uxbridge, Brock and Scugog townships and the cities and towns of Ajax, Whitby, Pickering and Oshawa. DDSB employs over 7,000 teaching and educational services staff in 134 elementary and secondary schools and learning centres. DDSB has more than 74,000 regular day students and thousands more who take continuing education and adult credit courses.

The DDSB renewed its 2018 – 2021 multi-year strategic plan until June of 2022 and has entitled it “**Ignite Learning**”. The strategic priorities and operating goals reflect student, staff, and community voices, and are focused on further enhancing DDSB’s commitment to continue to create an equity, dynamic and innovative Durham District School Board.

### **DDSB Ignites Learning by:**

- Setting high academic expectations and creating multiple opportunities and pathways
- Ensuring equitable, diversity, and inclusive practices
- Engaging in culturally responsive learning
- Leveraging digital with innovative practices to develop globally competitive learners
- Ensuring effective allocation of resources
- Communicating and engaging with students, staff, and their community
- Developing staff and student leaders
- Providing safe, inclusive environments for academic growth and well-being

The DDSB’s vision is that Ontario schools need to be places where everyone can succeed in a culture of high expectations. They strive to have an open and inclusive environment of equity in education in all their schools and for all their students.

The **Equity and Diversity Strategic Plan** sets out guiding principles and areas of focus for creating safe and inclusive schools for everyone and echoes the Board of Trustees’ commitment to embracing diverse social realities, while maintaining positive, safe, and inclusive environments for all students and staff. The policy is a reflection of Ontario’s Equity and Inclusive Education Strategy, supporting all areas of Durham District School Board principles, practices, and guidelines.

DDSB’s goal is to provide students with opportunities to promote equity and social justice.

These resources are intended to help students acquire the knowledge and skills that enable them to challenge unjust practices and build positive human relationships as members of a global community.

## POSITION PROFILE

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<b>Job Title:</b>	Director
<b>Reports to:</b>	Board of Trustees
<b>Location:</b>	Whitby, Ontario

## THE MANDATE

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Reporting to the Board of Trustees, the Director will act as the face of the District within schools, the education community and the community at large. The Director will inspire a culture of creativity, collaboration, and trust with all employees while demonstrating excellence in equity, diversity, inclusion and belonging initiatives.

The Director will work collaboratively with the Board of Trustees in support of sound governance. Acting as a resource and facilitator, the Director will aid the Board of Trustees in implementing its vision for strong public education. The Director acts as Secretary to the Board of Trustees and has shared responsibility for developing and implementing the multi-year plan, effective board policies and responsible budgeting.

### Key Accountabilities

#### People Leadership

- Examines and recommends a recruitment and retention strategy, and develops policies to reinforce diversity, equity and inclusion best practices, and to ensure staff continues to reflect the community that the DDSB serves.
- Proactively provides staff with learning experiences that reinforce and build trust in this improved collaborative model.
- Consistently focuses on creating great leaders at DDSB, which will culminate in an effective succession planning and development process.
- Engages the input, and actively listens to the ideas of staff including Teachers, Principals and Superintendents.
- Enhances and builds upon the close working relationships between Supervisory Officers and their family of schools to keep the focus on continuous improvement.
- Continues the building of an organization that is open, trusting, collaborative, transparent, and communication centered.
- Champions a culture of psychological safety in which staff feel included and supported, where ideas are welcomed and heard, and where respect and inclusion are paramount.
- Models servant leadership and humility; supports students and staff to be their best every day.

### Operational Leadership

- Ensures an adequate allocation of fiscal resources to deliver the Board of Trustees' innovative programs which have been introduced to meet student needs.
- Keeps top of mind the impact of financial decisions on the most marginalized students and vulnerable communities including those with disabilities.
- Continuously focuses on modernizing systems and on corporate infrastructure (such as IT) to support reporting processes.
- Ensures the sustainability of the Chromebook initiative and other innovations when budget pressures are growing.
- Continues to manage both the fiscal and human resources in the best interests of the Board of Trustees' students and communities.
- Focuses on ensuring excellence in teaching and learning in a time of change with remote learning in place for some students.
- Ensures Trustees and community are engaged and informed.
- Ensures organizational structures and operational plans provide clear direction for all activities within the Board of Trustees.
- Ensures organizational performance is monitored and adjustments made when necessary.
- Communicates Board of Trustees decisions and directional statements to the school community in a timely and accurate manner.

### Strategic Leadership

- Focuses on the pillar of equity to continue the Board of Trustees' work in intersectional anti-oppression, anti-BIPOC racism, and inclusion.
- Enhances the relationships with Indigenous community groups.
- Fosters relationships and actively engages with diverse communities, such as BIPOC parents, to ensure the voices of those groups that have not historically had a voice are heard.
- Focuses on intersectional equity, such as resources to serve the LBTTQ2S and Indigenous communities, to combat anti-oppression and to reinforce an equity mindset in leaders and Trustees.
- Recognizes the importance of, and builds upon, community and stakeholder relationships as a critical part of the success of DDSB.
- Ensures an equity of outcomes among students and actively works to close gaps in achievement for underserved and underperforming students.
- Focuses on communication that is encompassing, timely, reciprocal and reaches all stakeholders including students, staff and communities.
- Develops a positive and productive working relationship with the Board of Trustees.
- Ensures the Board of Trustees is provided with information, advice and support necessary to fulfill its governance role.
- Builds trust and develops positive relationships within the school system community.
- Ensures consideration of the external political, economic, legal and cultural contexts affecting the school system.

## ANNUAL OBJECTIVES

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**Success in the coming year will be determined by the candidate's ability to:**

- Measurably improve morale across all levels of DDSB and enhance the trust between school and system leaders.
- Continue to emphasize equity, diversity, inclusion and belonging best practices in all initiatives.
- Establish well-functioning communication channels and the opportunity to provide feedback for all stakeholders.
- Evolve hiring and promotion practices to broaden the scope of eligible leadership candidates, in an effort to increase opportunities for diverse candidates.
- Establish themselves as the trusted representative of DDSB and remain visible within schools, and within the community at large to demonstrate connectedness and alignment.

## CANDIDATE PROFILE

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**The successful candidate will have the following:**

### Education

- A Master of Education degree; or equivalent
- Doctoral degree is considered an asset; and
- Eligible for Ontario Teacher Certification.

### Experience

- Successful track record in a wide range of leadership roles within a school district, including familiarity with the teaching and learning environments in both the elementary and secondary levels.
- A background which includes classroom experience, and a strong knowledge of teaching and learning.
- Prior experience leading the implementation of a Board of Trustees' educational vision and strategic plan.
- Demonstrated success in leading a large complex organization that exists within a complex multi-stakeholder environment.
- Champion of equity and inclusion whose work and commitment has made a positive impact on the community at large.
- Proven experience building successful relationships with individuals within and external to the education community.

### Competencies and Attributes

- Inspirational leadership style that invites others to the table in a way that gives them confidence that their voices will be heard.

- Superior political acumen and an inherent ability to know when to step forward and when to stay silent so that others may speak.
- Models transparency and frequency of communication while implementing change and creating organizational direction.
- A natural developer of people; someone who supports the development of others and who recognizes talent.
- The capacity to forge mutually respectful relationships.
- A natural connector who thrives on building relationships, and who is comfortable representing the Board of Trustees within the broader community.
- Possesses a drive and passion for educational excellence with a desire to take calculated risks that benefit DDSB and its students.
- Exercises an innovative approach and encourages a culture of fresh thinking and a willingness to embrace the learning opportunities that come from a failed attempt.
- A strategic and decisive leader who understands how to balance conviction with compassion in decision making.
- Demonstrates engagement outside of head office with active participation in each school and community.
- Builds trust and develops positive relationships within the school system community.

**Employment Contract**

**BETWEEN:**

**DURHAM DISTRICT SCHOOL BOARD**

**—and—**

**NORAH MARSH**

## Terms of Appointment

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## **Employment Contract**

**BETWEEN:**

**DURHAM DISTRICT SCHOOL BOARD**

**(hereinafter referred to as the "Board")**

**OF THE FIRST PART**

**- and —**

**NORAH MARSH**

**(hereinafter referred to as "Director")**

**OF THE SECOND PART**

The terms of employment and of the appointment of the Director to the role of Director have been mutually agreed to by the parties and are set out below (the "Employment Contract").

### **1. APPOINTMENT**

- 1.1 The Director represents and warrants to the Board that the Director has the requisite skills, experience and abilities to perform the duties hereunder and currently possesses all qualifications required under the *Education Act* to serve as Director of Education, Chief Executive Officer and Secretary of the Board.
- 1.2 In reliance upon the foregoing representation and warranty, the Board hereby exclusively employs the Director as Director of Education, Chief Executive Officer and Secretary of the Board and the Director hereby agrees to exclusively serve the Board, subject to the terms of this Employment Contract, the provisions of the Education Act, any Regulations thereunder

and all applicable Board policies, procedures and regulations.

## **2. TERM**

- 2.1 The Board agrees to appoint the Director to the position of Director of Education, Chief Executive Officer and Secretary for a fixed-term beginning on November 2, 2020, and terminating on **January 31, 2025**, 2025 (the "Term"), subject to early termination under this Employment Contract.

## **3. RESPONSIBILITIES**

- 3.1 The Director shall be directly responsible to the Board of Trustees.
- 3.2 The Director agrees to carry out the duties of Director of Education, Chief Executive Officer and Secretary in good faith in accordance with all applicable legislation and in accordance with the Board's policies and procedures. The Director acknowledges and agrees that further duties within the scope of the Director's employment may be assigned by the Board.
- 3.3 The Board acknowledges that the Director has already provided proof of completion of a satisfactory Vulnerable Sector Check. In addition, the Director will complete an Offence Declaration annually. Employment is contingent upon completion of satisfactory results.

## **4. COMPENSATION**

- 4.1 The Director shall receive an annual salary of \$263,500.00.
- 4.2 The Director's position is subject to provincial wage restraint legislation.
- 4.3 The Director's salary shall be reviewed annually and any increases that the law may permit shall be considered by the Board of Trustees in good-faith and discussed in good-faith with the Director. Where permitted by law, salary increases may be retroactive to September 1 of each school year if mutually agreed to by the parties.

## **5. BENEFITS**

- 5.1 The Director will be eligible to participate in the Board's benefit program, provided through ONE-T, which includes life insurance, health, and dental benefits, subject to and in accordance with the terms and conditions of the program as amended from time-to-time.
- 5.2 The Director's participation in all benefits programs is mandatory, with the exception of health and dental, which is optional if the Director is covered under a comparable plan.
- 5.3 The Board agrees to provide the Director with a healthcare spending account in the amount of \$2,500.00 per year.
- 5.4 The Director agrees that the employee portion of any benefit premiums shall be deducted from salary.
- 5.5 The benefits and any subsequent review or amendment thereof is subject to any applicable legislation in effect including the *Broader Public Sector Executive Compensation Act, 2014*.

## **6. SICK LEAVE**

- 6.1 The Director shall be eligible for Sick Leave/Short-Term Leave and Disability Plan, and other leaves of absence, in accordance with the Sick Leave/Short-Term Leave and Disability Plan made available to Supervisory Officers employed by the Board.

## **7. VACATION**

- 7.1 The Director shall be entitled to 35 days of annual vacation. This entitlement shall be pro-rated for any partial year of employment. The Director shall also be entitled to statutory holidays, plus Easter Monday and the August Civic Holiday. The Director shall keep the Chair of the Board informed of vacation plans.
- 7.2 Up to a maximum of ten (10) unused vacation days may be converted to salary at the end of each entitlement year (at a per diem amount calculated by dividing the annual salary by 260). Any request by the Director to convert unused vacation days to salary must be received by the

Board of Trustees no later than 30 days after the end of the entitlement year, failing which the Board shall have no obligation to convert the unused vacation days to salary.

## **8. PENSION PLAN**

8.1 The Director will participate in the Ontario Teachers' Pension Plan ("OTPP"). The Director is required to make contributions to the plan which will be deducted from regular pay installments.

## **9. EXPENSES**

9.1 The Director shall be entitled to reimbursement for any expenses authorized or incurred pursuant to the execution of the responsibilities of the office of Director, subject to Board policies and procedures.

9.2 Subject to Board policies and procedures, conference expenses, professional development fees and travel/accommodation expenses shall not exceed \$7,500 annually and shall be pre-approved by the Chair of the Board for all amounts up to \$3,500 per annum and by the Board of Trustees for all amounts in excess of \$3,500 per annum.

9.3 In addition, the Board shall pay fees for membership in professional organizations, including the Ontario Public Supervisory Officers Association and the Council of Ontario Directors of Education, which are active in fields of mutual benefit to the Board and the Director.

9.4 The Board shall provide the Director with home office equipment (except furniture) and shall reimburse the Director for the cost of home internet service as may be approved by the Chair of the Board. At the termination of this Employment Contract, the Director may retain any such equipment by paying the depreciated value of same to the Board.

## **10. PERFORMANCE APPRAISAL**

10.1 The performance of the Director will be reviewed annually in accordance with applicable Board policies. The Director shall co-operate in the review process in good-faith. To the extent that there is any conflict between this Employment Contract and the applicable Board policy

regarding the Director's performance review, the provisions of the policy shall govern. The Director's appraisal will address any performance metric under provincial legislation or regulation on executive compensation that may be relevant to permitting an increase in the Director's compensation.

## **11. CONFLICT OF INTEREST**

- 11.1 So long as the Director is employed by the Board in that capacity, the Director agrees to devote all working time, effort and attention to fulfilling the duties of this position.
- 11.2 The Director agrees to not undertake any other employment during the term of employment unless pre-approved by the Board in writing. The Director shall not, during the currency of this Employment Contract, participate, directly or indirectly, in any business or activity which is similar to the business or activity of operating, administering or managing a school board or independent school or competitive with the business or activity of the Board, whether a shareholder, principal, director, employee, consultant, advisor, officer or any similar officer.

## **12. CONFIDENTIALITY**

- 12.1 The Director acknowledges that in the course of the Director's employment with the Board, the Director will receive confidential information with respect to the business or activity of the Board and affairs of its employees and students including, but not limited to, information relating to the Board's organizational structure, operations, business plans, technical projects, business costs, research data results, inventions, trade secrets, or other work produced, developed by or for the Board, whether on the premises of the Board or elsewhere, the disclosure of such confidential information to others or in the general public would be highly detrimental to the best interests of the Board and could result in disciplinary action up to and including termination of employment.
- 12.2 The Director hereby agrees not to disclose at any time, either during employment or after termination of employment with the Board, any confidential information to any person, including but not limited to, information relating to the Board's employees and students to any

unauthorized person or persons not employed by the Board, and not to make improper use, either directly or indirectly, of any confidential information.

- 12.3 The Director hereby agrees not to disclose any information from any *in camera* committee meeting held pursuant to section 207(2)(b) of the *Education Act* to any person, except with prior approval of the committee. The Director further agrees not to directly or indirectly seek out or solicit any information from any *in camera* committee meeting at which the Director was not in attendance and to only receive such information as may be approved by the committee.
- 12.4 The Director covenants and agrees that at the termination of this Employment Contract, the Director shall deliver over to the Board, without demand, any and all correspondence, documents, papers, reports, whether in hard copy or electronic form, including all email correspondence, and any other property of the Board. No copies of these materials shall be maintained by the Director after termination of employment.

### **13. TERMINATION OF EMPLOYMENT**

13.1 The Director's employment with the Board may be terminated by as follows:

- (a) At any time and without notice or pay in lieu of notice, by mutual consent of the parties in writing;
- (b) by the Director, at any time, with a minimum of six (6) months' written notice;
- (c) At any time and without notice of pay in lieu of notice, by the Board, for cause, including neglect of duty, misconduct or inefficiency in accord with section 287 of the *Education Act* and any applicable Regulations thereunder including R.R.O. 1990 Regulation 309;
- (d) by the Board, at any time, by providing the Director with twelve (12) months' notice

or pay in lieu of notice, or a combination thereof, (at the Board's sole and absolute discretion) less required deductions. In the event of termination by the Board under this provision, the Director will also receive the Director's minimum entitlements to vacation pay accrual and benefit continuation during the statutory notice period required under the Employment Standard Act ("ESA"). The Director agrees that notice, payments and benefits paid as specified hereunder constitute the Director's full entitlement to statutory and common law notice or pay in lieu of notice and is in full and complete satisfaction of any reasonable notice period that the Director would otherwise be entitled to receive at common law. The Director agrees that this provision will remain in force during the full length of the Director's employment with the Board, notwithstanding any other changes to the terms and conditions of employment. Under no circumstances will the Director receive less than the minimum entitlements as required by the ESA, and to the extent there is a conflict between this provision and ESA, this clause will be deemed to be amended to the extent required to comply with the applicable minimum standards.

13.2 At the end of the Term, and where the employment has not been terminated earlier pursuant to Article 13.1 of this Employment Contract, the employment automatically ends and the Director shall have no further rights as an employee against the Board, and the Board shall have no further obligation to the Director, including but not limited to any notice, pay in lieu of notice, severance pay, benefits continuation, or any other financial compensation or remuneration, subject only to any minimum requirements under the *Employment Standards Act, 2000*, as amended ("ESA").

13.3 If this Employment Contract is terminated without cause, then in addition to the payments set out above, the Board shall also pay the Director any vested retirement gratuity.

#### **14. INDEMNITY**

14.1 The Board agrees that it shall defend, hold harmless and indemnify the Director from and against all demands, claims, suits, actions, costs, charges and expenses including, without limitation, any amounts paid to settle any action or satisfy any judgment, in respect of proceedings brought

against the Director, provided that the matters at issue arose while the Director was acting in good faith and within the scope and intended scope of employment. There is no obligation on the Board under this provision in relation to any Board initiated investigation or process nor in respect of any proceedings brought against the Director by the Board.

## **15. SURVIVAL**

15.1 The obligations set out in sections 12 and 14 shall survive, notwithstanding the termination of this Employment Contract.

## **16. JURISDICTION**

16.1 This Employment Contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

## **17. SEVERABILITY**

17.1 In the event that any of the provisions in this Employment Contract or part thereof shall be found or deemed void or invalid by an adjudicator of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect. In the event of any conflict between the provisions of this document and the Appendices, the terms of this document shall govern.

## **18. SUCCESSORS**

18.1 This Employment Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, assigns and other legal representatives, provided that this Employment Contract shall not be assigned by the Director.

## **19. ENTIRE AGREEMENT**

19.1 This Employment Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties. This Employment Contract may not be changed orally but only by an agreement in writing.

## **20. INDEPENDENT ADVICE**

20.1 The parties hereto acknowledge that they have been afforded an opportunity to obtain independent advice with respect to this Employment Contract and are executing the same freely, voluntarily and without duress.

## **21. NOTICE**

21.1 All notices, requests, demands or other instruments or communications required or permitted to be given hereunder or in connection herewith may be hand delivered or sent by e-mail as follows:

In the case of the Board:

To: The Chair of the Board (hand-delivered) or by-email c/o

In the case of the Director:

To: The Director (hand-delivered) or by-email to: [norah.marsh@ddsb.ca](mailto:norah.marsh@ddsb.ca)

All notices, requests, demands, or other instruments or communications shall be deemed to be received on the date of delivery.

## **22. ARBITRATION**

22.1 The Parties agree that any dispute arising out of or incidental to this Employment Contract, including interpretation or application, shall be submitted to arbitration. For greater certainty, the arbitration process shall also apply to any disputes regarding termination of employment.

22.2 Either Party may refer a dispute to arbitration by making a written request to the other Party. The request shall specify the nature of the dispute in question, and the remedy requested.

22.3 The Parties shall jointly choose a single arbitrator with demonstrated experience and expertise in employment matters in Ontario. In the event that the Parties cannot agree on an arbitrator, they shall request that the ADR Institute of Ontario appoint an arbitrator on their behalf, who shall have demonstrated experience and expertise in employment matters.

22.4 The final award of the Arbitrator shall be final and binding on the parties with no appeal to any court. The parties hereby agree to carry out any decision or order of the Arbitrator in good faith.

22.5 Subject to any award by the Arbitrator, each side shall be responsible for their own costs and the costs for the Arbitrator shall be shared 50/50.

22.6 The provisions of this Employment Contract as to arbitration shall apply only to the extent they do not conflict with section 287 of the *Education Act* and any applicable Regulations thereunder including R.R.O. 1990, Regulation 309.

**IN WITNESS WHEREOF** the Board and the Director have executed this Employment Contract on the 2<sup>nd</sup> day of November, 2020.

**DURHAM DISTRICT SCHOOL BOARD**

By:   
Name: Chris Braney  
Title: Chair of the Board

**SIGNED SEALED AND DELIVERED** )

in the presence of: )

Signature of Witness )

  
Name of Witness )

  
NORAH MARSH