



Province of Alberta

SCHOOLS ACT

SUPERINTENDENT OF SCHOOLS REGULATION

Alberta Regulation 94/2018

With amendments up to and including Alberta Regulation 151/2018

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Office Consolidation

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(Consolidated up to 151/2018)

ALBERTA REGULATION 94/2018

School Act

SUPERINTENDENT OF SCHOOLS REGULATION

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Definitions

1 In this Regulation,

- (a) “Act” means the *School Act*;
- (b) “board” means a board of trustees of a district or division and a society or company that operates a charter school;
- (c) “compensation” means any consideration or remuneration, regardless of its nature or form, including, without limitation, salary, retainers, benefits, bonuses, allowances, travelling and living expenses, honorariums and severance pay, paid or payable or provided, directly or indirectly, to or for the benefit of a superintendent;
- (d) “compensation framework” means
 - (i) the conditions of employment relating to a superintendent’s compensation, including base salary and benefits, as established in Part 3, and
 - (ii) the compensation payable as severance on the termination of employment of a superintendent as established in Part 3;
- (e) “equivalent standard” means an equivalent standard of education or experience as determined by the Minister;
- (f) “superintendent” means a superintendent of schools whose appointment has been approved in accordance with the Act and includes an individual appointed as an acting superintendent.

Part 1 Qualifications

Qualifications

2(1) No individual may be appointed as a superintendent unless the individual has

- (a) a Bachelor of Education degree or equivalent from a university in Alberta or from a university of equivalent standard,
- (b) a Master’s degree from a university in Alberta or from a university of equivalent standard,
- (c) a certificate of qualification as a teacher issued under the Act or an equivalent certificate issued by another province or a territory, and

- (d) 3 years' experience in a school system in Alberta or in a school system of equivalent standard which is acceptable to the board that appoints the superintendent.
- (2) Notwithstanding subsection (1), a person who is a secretary, a treasurer or a secretary-treasurer appointed under section 116 of the Act may not hold the position of superintendent.
- (3) The term for which a teacher is appointed as an acting superintendent must not exceed one year, but the individual may be reappointed with the prior approval of the Minister in writing.

Part 2 Minister's Approval

Minister's approval

3 The Minister may refuse to approve an appointment or reappointment of a superintendent if the provisions of the employment contract relating to that position, including any provision governing compensation, are not acceptable to the Minister.

Part 3 Terms and Conditions of Employment and Termination

Application of Part 3

- 4** This Part applies to a board
- (a) in respect of a contract of employment with an individual who is appointed as a superintendent that is entered into after the coming into force of this Regulation, and
 - (b) in respect of a contract of employment, or the renewal or extension of a contract of employment, made with an individual who is reappointed as a superintendent that is entered into after the coming into force of this Regulation.

Establishment and terms of compensation framework

- 5(1)** A compensation framework is established by this Part.
- (2)** The terms of the compensation framework
- (a) relating to superintendent's compensation are set out in sections 6 to 9, and

- (b) relating to superintendent's severance and termination of employment are set out in sections 6 and 10.

No additional compensation

- 6(1)** A board may offer, pay or provide compensation to a superintendent that does not exceed the compensation for that position set out in this compensation framework.
- (2)** A board shall not offer, pay or provide compensation that is greater than the amount authorized under, or that is otherwise inconsistent with, the compensation framework.
- (3)** Subsections (1) and (2) do not apply in respect of statutory benefits, including statutory holidays, employer contributions to the Canada Pension Plan and Employment Insurance premiums.

Base salary

- 7(1)** A board may provide to a superintendent
- (a) where the superintendent is a full time employee of the board, an annual base salary no less than the minimum set out in Schedule 1 for the board, and no greater than the midpoint set out in Schedule 1 for the board, or
- (b) subject to the prior approval of the Minister, an annual base salary greater than the midpoint set out in Schedule 1 for the board, and no greater than the maximum set out in Schedule 1 for the board.
- (2)** Where a superintendent is a part-time employee of the board, a board must pay a pro-rated share of the annual base salary described in subsection (1).
- (3)** A board shall not offer, pay or provide any type of market modifier to a superintendent's base salary.

Bonus, allowance or other pay

- 8(1)** In this section, "bonus, allowance or other pay" means a bonus, allowance or other incentive pay, by whatever name called, that is provided in addition to base salary.
- (2)** A board shall not offer, pay or provide a bonus, allowance or other pay to a superintendent.

Benefits

- 9(1)** In this Part,

- (a) “administrative leave” means an entitlement to a period of temporary paid leave from a job assignment with pay and benefits intact, that accrue to an employee in accordance with the terms of employment or appointment of the employee;
 - (b) “benefits” means compensation, in addition to base salary, that is offered, paid or provided to or for the benefit of a superintendent in accordance with this section.
- (2) A board may, in accordance with Schedule 2, offer, pay or provide benefits to or for the benefit of a superintendent.
- (3) For greater certainty, a board shall not offer, pay or provide the following classes of consideration, by whatever name called, to or for the benefit of a superintendent:
- (a) administrative leave;
 - (b) executive or private medical benefits or a reimbursement of expenses relating to executive or private medical benefits;
 - (c) gym, fitness or other sports or club memberships, fees or a reimbursement of expenses relating to a gym, sport or club membership or fee;
 - (d) housing allowance or the use of accommodation, residence or housing or any reimbursement of expenses relating to housing.

Severance and termination

10(1) In this section,

- (a) “continuous service” means employment without any interruption in service caused by a termination of that employment;
- (b) “employer” means the board that is providing severance pay to a superintendent under subsection (2);
- (c) “previous employment” means a superintendent’s continuous service with a board or the Crown prior to his or her employment with the employer;
- (d) “severance period” means the period starting the day after termination and ending after the number of weeks determined under subsection (2) in respect of which severance is payable.

(2) Subject to subsection (4), an employer may provide severance pay to a superintendent who is terminated without cause in an amount not greater than

- (a) 4 weeks of the superintendent's base salary, and
- (b) an amount that is equal to the cost to the employer for 4 weeks of the benefits the superintendent was receiving before termination, to a maximum of 16% of the amount referred to in clause (a),

for every year of continuous service with the employer, to a maximum of 52 weeks.

(3) For the purposes of calculating years of continuous service with the employer under subsection (2), the duration of the superintendent's previous employment, if any, is deemed to form part of the superintendent's years of continuous service with the employer if

- (a) there was no break in service greater than 30 days
 - (i) between periods of previous employment, and
 - (ii) between previous employment and employment with the employer,

and

- (b) the superintendent was not provided with any severance, termination or separation pay in respect of that previous employment.

(4) An employer shall not provide severance pay to a superintendent unless the superintendent agrees in writing that if the superintendent becomes employed with either a board or the Crown during the severance period, the superintendent will repay the employer a portion of that severance pay equal to the amount of salary, before mandatory statutory deductions and benefits, earned in respect of the person's new employment during the severance period, to a maximum of the severance pay, before mandatory statutory deductions, paid in respect of the portion of the severance period for which the person is employed.

(5) A board shall not provide severance, termination or separation pay, by whatever name called, to a superintendent

- (a) in the event of termination for cause,
- (b) in the event of the non-renewal of a contract of employment or term of appointment,

- (c) on resignation or retirement, or
- (d) as a direct or indirect result of the establishment of the compensation framework or an amendment to the compensation framework.

Part 4 General

Information collection and use

11 For the purposes of this Regulation, a board shall provide to the Minister any information relating to the administration of this regulation that the Minister requests in writing, including personal information.

Transitional – existing contracts

12(1) Where a person is a superintendent on the date when this regulation comes into force and continues in the same position under the same contract of employment, without reappointment, section 4 of the *Superintendent of Schools Regulation* (AR 178/2003) applies with respect to that person as if it were in force.

(2) A contract of employment referred to in subsection (1) shall continue in force until it expires or a new contract of employment is made, or the contract of employment is renewed or extended, with respect to the reappointment of the superintendent.

(3) If a contract of employment referred to in subsection (1) is amended as it relates to

- (a) a superintendent's compensation, or
- (b) a superintendent's severance or termination of employment,

Part 3 of this Regulation applies to the amended contract.

Repeal

13 The *Superintendent of Schools Regulation* (AR 178/2003) is repealed.

Expiry

14 For the purpose of ensuring that this Regulation is reviewed for ongoing relevancy and necessity, with the option that it may be repassed in its present or an amended form following a review, this Regulation expires on August 31, 2021.

Schedule 1 Base Salary

The salary range level and base salary range for each board is set out in the Table.

Board	Level	Minimum Salary (\$)	Midpoint Salary (\$)	Maximum Salary (\$)
Calgary School District No. 19	5	235 000	260 000	275 000
Edmonton School District No. 7	5	235 000	260 000	275 000
Calgary Roman Catholic Separate School Division No. 1	5	235 000	260 000	275 000
Edmonton Catholic Separate School District No. 7	5	235 000	260 000	275 000
Rocky View School Division No. 41	4	178 000	203 000	228 000
Elk Island Public Schools Regional Division No. 14	4	178 000	203 000	228 000
Chinook's Edge School Division No. 73	4	178 000	203 000	228 000
Black Gold Regional Division No. 18	4	178 000	203 000	228 000
Parkland School Division No. 70	4	178 000	203 000	228 000
Red Deer Public School District No. 104	4	178 000	203 000	228 000
Lethbridge School District No. 51	4	178 000	203 000	228 000
Christ the Redeemer Catholic Separate Regional Division No. 3	4	178 000	203 000	228 000
Red Deer Catholic Regional Division No. 39	4	178 000	203 000	228 000
Grande Prairie School District No. 2357	4	178 000	203 000	228 000
Foothills School Division No. 38	4	178 000	203 000	228 000
Palliser Regional Division No. 26	4	178 000	203 000	228 000
Northern Lights School Division No. 69	4	178 000	203 000	228 000
Medicine Hat School District No. 76	4	178 000	203 000	228 000
Wolf Creek School Division No. 72	4	178 000	203 000	228 000
St. Albert Public School District No. 5565	4	178 000	203 000	228 000
Battle River Regional Division No. 31	4	178 000	203 000	228 000
Golden Hills School Division No. 75	4	178 000	203 000	228 000
Peace Wapiti School Division No. 76	4	178 000	203 000	228 000
Fort McMurray Roman Catholic Separate School Division No. 32	4	178 000	203 000	228 000
Fort McMurray Public School District No. 2833	4	178 000	203 000	228 000
Elk Island Catholic Separate Regional Division No. 41	4	178 000	203 000	228 000
Greater St. Albert Roman Catholic Separate School District No. 734	4	178 000	203 000	228 000
Sturgeon School Division No. 24	3	166 000	188 000	210 000
Northern Gateway Regional Division No. 10	3	166 000	188 000	210 000
Holy Spirit Roman Catholic Separate Regional Division No. 4	3	166 000	188 000	210 000
Buffalo Trail Public Schools Regional Division No. 28	3	166 000	188 000	210 000
Pembina Hills Regional Division No. 7	3	166 000	188 000	210 000
Wild Rose School Division No. 66	3	166 000	188 000	210 000
Grande Yellowhead Public School Division No. 77	3	166 000	188 000	210 000
Grande Prairie Roman Catholic Separate School Division No. 28	3	166 000	188 000	210 000
St. Paul Education Regional Division No. 1	3	166 000	188 000	210 000
Fort Vermilion School Division No. 52	3	166 000	188 000	210 000
Greater North Central Francophone Education Region No. 2	3	166 000	188 000	210 000
Westwind School Division No. 74	3	166 000	188 000	210 000
Wetaskiwin Regional Division No. 11	3	166 000	188 000	210 000
Livingstone Range School Division No. 68	3	166 000	188 000	210 000
Grasslands Regional Division No. 6	3	166 000	188 000	210 000
Evergreen Catholic Separate Regional Division No. 2	3	166 000	188 000	210 000
St. Thomas Aquinas Roman Catholic Separate Regional Division No. 38	3	166 000	188 000	210 000
Northland School Division No. 61	2	145 000	174 000	198 000
The Southern Francophone Education Region No. 4	2	145 000	174 000	198 000

Prairie Rose School Division No. 8	2	145 000	174 000	198 000
Peace River School Division No. 10	2	145 000	174 000	198 000
High Prairie School Division No. 48	2	145 000	174 000	198 000
Horizon School Division No. 67	2	145 000	174 000	198 000
Aspen View Public School Division No. 78	2	145 000	174 000	198 000
Foundation for the Future Charter Academy Charter School Society	2	145 000	174 000	198 000
Clearview School Division No. 71	2	145 000	174 000	198 000
Lakeland Roman Catholic Separate School District No. 150	2	145 000	174 000	198 000
Medicine Hat Catholic Separate Regional Division No. 20	2	145 000	174 000	198 000
Holy Family Catholic Regional Division No. 37	2	145 000	174 000	198 000
Canadian Rockies Regional Division No. 12	2	145 000	174 000	198 000
Living Waters Catholic Regional Division No. 42	2	145 000	174 000	198 000
Prairie Land Regional Division No. 25	2	145 000	174 000	198 000
East Central Alberta Catholic Separate School Regional Division No. 16	2	145 000	174 000	198 000
East Central Francophone Education Region No. 3	2	145 000	174 000	198 000
Northwest Francophone Education Region No. 1	2	145 000	174 000	198 000
Westmount Charter School Society	1	60 000	110 000	130 000
Almadina School Society	1	60 000	110 000	130 000
Aurora School Ltd.	1	60 000	110 000	130 000
Calgary Girls' School Society	1	60 000	110 000	130 000
Connect Charter School Society	1	60 000	110 000	130 000
Calgary Arts Academy Society	1	60 000	110 000	130 000
Boyle Street Education Centre	1	60 000	110 000	130 000
Suzuki Charter School Society	1	60 000	110 000	130 000
New Horizons Charter School Society	1	60 000	110 000	130 000
CAPE-Centre for Academic and Personal Excellence Institute	1	60 000	110 000	130 000
Mother Earth's Children's Charter School Society	1	60 000	110 000	130 000
Valhalla School Foundation	1	60 000	110 000	130 000

Schedule 2 Benefits

Definitions

1 In this Schedule,

- (a) "Alberta Teachers' Pension Plan" means the Plan, as defined in the *Teachers' Pension Plans Act*;
- (b) "employer" means the board that is offering, paying or providing benefits to or for the benefit of a superintendent;
- (c) "Executive Vehicle Policy" means the Executive Vehicle Policy (2017-Exec-01), as amended or replaced from time to time, made under Treasury Board Directive 01/2017, being the Executive Vehicles Directive;
- (d) "reimburse" means reimbursement for actual costs incurred, following the submission of official receipts or other evidence satisfactory to the employer;

- (e) “Supplemental Integrated Pension Plan” means the registered Supplemental Integrated Pension Plan established by the Alberta School Boards Association under the *Alberta School Boards Association Act*, and does not include the non-registered Supplemental Integrated Overcap Pension Plan.

Employer paid contributions to a pension or retirement plan

2(1) An employer may offer, pay or provide to or for the benefit of a superintendent, employer paid contributions to the Alberta Teachers’ Pension Plan, the Supplemental Integrated Pension Plan or any other retirement plan or benefit.

(2) The employer’s cost for all employer paid contributions under subsection (1) must not be greater than the cost that would be incurred if the superintendent were a participant in the *Management Employees Pension Plan* (AR 367/93) and a participant in the Supplementary Retirement Plan for Public Service Managers under the *Financial Administration Act*.

Payment in lieu of retirement benefits

3(1) In lieu of a retirement benefit referred to in section 2(1) other than the Alberta Teachers’ Pension Plan, an employer may pay a superintendent an amount that does not exceed the difference between the employer’s cost for all employer paid contributions to the Alberta Teachers’ Pension Plan in respect of the superintendent and the maximum amount of 14.36% of the superintendent’s base salary.

(2) For greater certainty, the employer may offer, pay or provide retirement benefits other than the Alberta Teachers’ Pension Plan to or for the benefit of a superintendent under section 2 or under subsection (1), but not both.

Health and insurance benefits

4(1) An employer may offer, pay or provide to or for the benefit of a superintendent, employer paid premiums for health and insurance benefits, including

- (a) group insurance for dental, medical and prescription drug expenses,
- (b) a health spending account, and
- (c) short-term disability benefits, long-term disability benefits and a group life insurance plan.

(2) The employer’s cost for health and insurance benefits must not exceed 5% of the superintendent’s base salary.

Payment in lieu of health and insurance benefits

- 5(1)** An employer may offer or provide payment in lieu of health and insurance benefits to or for the benefit of a superintendent.
- (2)** The employer's cost for payment in lieu of health and insurance benefits must not exceed 5% of the superintendent's base salary.
- (3)** For greater certainty, a board shall not offer, pay or provide a reimbursement for or a payment in lieu of executive or private medical benefits.

Northern allowance

- 6** An employer may offer, pay or provide a northern allowance to a superintendent in the same circumstances and at the same rate or amount for which an employee as defined under the *Public Service Act* would be eligible pursuant to the *Public Service Employment Regulation* made under the *Public Service Act*.

Other expenses

- 7** An employer may reimburse a superintendent's expenses incurred in the course of employment in the same circumstances and at the same rate or amount for which a non-bargaining unit employee as defined under the *Public Service Act* would be eligible for
- (a) travel and hospitality expenses pursuant to the Government of Alberta Travel, Meal and Hospitality Expenses Directive, #1, 2015 as amended from time to time, and
 - (b) reasonable professional development expenses.

Relocation expenses and leave in the course of employment

- 8** An employer may
- (a) reimburse a superintendent's reasonable relocation expenses in the same circumstances and at the same rate or amount for which a non-bargaining unit employee as defined under the *Public Service Act* would be eligible if
 - (i) the location of the superintendent's job changes during the course of the superintendent's contract of employment, or
 - (ii) the superintendent is required to relocate for purposes of his or her appointment,

and

- (b) offer, pay or provide to or for the benefit of a superintendent to whom clause (a)(i) applies a maximum of 5 days leave with pay in connection with an eligible relocation.

Vehicle allowance or the use of a vehicle

9(1) An employer may, as a taxable benefit,

- (a) offer or provide a vehicle for the use of a superintendent if the total maximum vehicle purchase price of the vehicle does not exceed, or in the case of a leased vehicle would not exceed, the “total maximum vehicle purchase price” to which an “eligible executive” would be entitled under section 6.1 of the Executive Vehicle Policy,
- (b) replace a vehicle previously provided for the use of a superintendent in the same circumstances as set out in section 6.9 of the Executive Vehicle Policy, or
- (c) offer, pay or provide to or for the benefit of a superintendent a vehicle allowance, in an amount not greater than the “vehicle allowance” to which an “eligible executive” would be entitled under section 6.10 of the Executive Vehicle Policy.

(2) For greater certainty,

- (a) only one option set out in subsection (1) may be offered, paid or provided at any given time, and
- (b) the employer shall not offer, pay or provide a reimbursement to or for the benefit of a superintendent for
 - (i) if the superintendent receives a vehicle allowance under subsection (1)(c), for operating and maintenance expenses, or
 - (ii) for costs arising from traffic violations.

Parking at the superintendent’s primary work location

10 An employer may offer or provide to or for the benefit of a superintendent

- (a) parking at the superintendent’s primary work location, or
- (b) reimbursement for the cost of parking at the superintendent’s primary work location.

Paid holidays

11 An employer may provide to a superintendent the same paid holidays as that provided to its employees with a teaching certificate, who are designated under section 96 of the Act.

Vacation leave

12(1) An employer may provide to a superintendent up to 30 days of vacation leave annually.

(2) The employer may offer, pay or provide to or for the benefit of a superintendent payment in lieu of vacation leave, or any combination of vacation leave and pay in lieu of vacation leave, that does not exceed 30 days of vacation leave annually.

General leave

13(1) An employer may offer or provide to or for the benefit of a superintendent, general leave, including

- (a) illness leave,
- (b) family illness leave,
- (c) bereavement leave,
- (d) personal leave,
- (e) maternity, parental or adoption leave, and
- (f) leave for attendance at a court or tribunal.

(2) The employer may offer or provide to a superintendent the same general leave as that provided to its employees with a teaching certificate, who are designated under section 96 of the Act.

Leave of absence with or without pay

14 An employer may provide leave of absence, with or without pay, to a superintendent if it is in the best interest of the employer.

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