

## Membership Policy

### 1. Definitions

- a) “Acting Position” means a temporary, interim or probationary assignment to the position of principal or vice-principal of an individual who is not a member of the Ontario Teachers’ Federation (OTF).
- b) “Associate” means an individual who does not qualify for membership and who belongs to a specified class of associates as defined by the Provincial Council from time to time.
- c) “Day” means a calendar day and shall include a part of a day.
- d) “District School Board” means an English-language public board<sup>1</sup>;
- e) “Executive” means:
  - i. Those Individual Members in good standing who, after being elected or appointed to the position of Provincial Councillor, are subsequently elected or appointed by Provincial Council to one of the positions identified in s. 7.1 of the Constitution; and,
  - ii. The Executive Director of the Corporation, ex officio;each of whom shall constitute an officer of the Corporation.
- f) “Executive Sub-Committee” means a sub-committee of the Executive as may be determined by the President from time to time.
- g) “Historical coverage” or “Historical protective services coverage” means the provision of Protective Services for matters that occurred while the Member held membership in the OTF. For greater clarity, it does not refer to long-term disability or life insurance coverage or any other benefit or service that may be or may have been provided by the OPC from time to time.
- h) “Individual Member” means an individual employed as a principal or vice-principal by a District School Board or other government agency that is funded directly or indirectly by a ministry of the government of Ontario, who has paid the required membership fees, is working in the field of education in Ontario, is not a member of the OTF, and is otherwise in good standing.
- i) “Member” means a Provincial Councillor Member and/or an Individual Member, as described in Article 4 of the Constitution;

---

<sup>1</sup> An “English-language public board” is defined by the *Education Act*, R.S.O. 1990, c. E, as amended, to mean “a) an English-language public district school board, or b) a public school authority.”

## Membership Policy

## Page 2

- j) “Provincial Council” means:
  - i) the members of the Executive, including the Executive Director, ex officio; and
  - ii) the representatives from each duly recognized OPC District elected or appointed in accordance with the OPC District’s election process, each of whom shall be a Provincial Councillor. Each Provincial Councillor must, at the time of his/her election or appointment and for the duration of his/her Provincial Council term remain an Individual Member in good standing. While on the Provincial Council, each Provincial Councillor will also be a Provincial Council Member, as described in Article 4 of the Constitution;
- k) “Provincial Councillor Member” means a member of the Provincial Council, and Provincial Councillors are considered “directors” for the purpose of the *Corporations Act*, R.S.O. 1990, c. C38, as amended;
- l) “Reassignment” and “Secondment” is used interchangeably and means a re-assignment to a role in the field of education, other than principal or vice-principal, within a publicly funded district school board in Ontario or other government agency that is funded directly or indirectly by a ministry of the government of Ontario or the OPC, where the person is not a member of OTF or another bargaining unit or association of employees that exercises collective bargaining rights on their behalf.
- m) “Term Assignment” means an assignment of a retired OPC Member to an occasional or supply principal or vice-principal position.

## 2. Membership Criteria

OPC’s Constitution recognizes two classes of Members: Individual Members and Provincial Councillor Members. Individual membership is available to individuals who meet the definition of Member in s. 1. Membership, once granted, may be terminated by the Executive or an Executive Sub-committee in accordance with the Policies of the Provincial Council. Such discretion shall not be exercised arbitrarily or in bad faith.

Principals/vice-principals on statutory pregnancy/parental/adoption leave may remain Members of the OPC and are not required to pay membership fees. If a Member remains on leave following the expiry of their statutory leave, the Member must, within 60 days of the expiry of the statutory leave, become an Associate of the OPC in order to maintain entitlement to historical protective services coverage in accordance with the Protective Services Policy. If a statutory leave expires in July or August, and the Member returns to work in September, the Member shall not be required to take out Associate status for July and August to preserve historical protective services coverage. Upon return to work, it is

**Membership Policy****Page 3**

the responsibility of the Member to inform the OPC. Membership shall become null and void if the Member returns to work in education without advising the OPC. The Member must advise the OPC of any partial or total return to work and also resume his or her remittance of the necessary OPC fee within 60 days of the return, or the Member shall lose their entitlement to historical protective services coverage.

Principals/vice-principals may remain Members of the OPC and be exempt from paying the membership fee if they are i) absent from work as a result of total disability due to illness or injury; ii) in receipt of income replacement benefits from a long-term disability (LTD) plan or WSIB; and iii) are not receiving a top-up to full salary from their school board. However, membership shall become null and void if the Member returns to work in education without advising the OPC. The Member must advise the OPC of any partial or total return to work and also remit the necessary membership fee within 60 days of the return, or the Member shall lose their entitlement to historical protective services coverage. The remittance of membership fees must resume upon any paid partial return to work.

It is solely the responsibility of the Member to inform the OPC of their status. Membership fees collected by the OPC in the absence of notification are non-refundable.

**3. Membership in Special Circumstances**

Without expanding, limiting or altering the definition of Member, the following principals/vice-principals may become Members:

a) Acting Positions

Membership may be available to acting principals/vice-principals, as described in s.1(a), subject to the approval of the Executive or an Executive Sub-committee in its absolute discretion.

b) Term Assignments

Membership may be available to retired principals/vice-principals who are former OPC Members on term assignments as described in s.1(m), subject to the approval of the Executive or an Executive Sub-committee in its absolute discretion.

c) Secondment

Membership may be available to principals/vice-principals on secondment or reassignment, as described in s. 1(l) so long as they are not members of OTF or another bargaining unit or association of employees that exercises collective bargaining rights on their behalf, subject to the approval of the Executive or an Executive Sub-committee in its absolute discretion.

**Membership Policy****Page 4****4. Associate Criteria**

A person who meets the definition of Member shall not be an Associate, except that Members may also be Honorary Life Members (Class 8 Associates).

Those who meet a class description as outlined below may apply to be Associates of the OPC, subject to the approval of the Executive or an Executive Sub-committee in its absolute discretion. Associate status, once granted, may be terminated by the Executive or an Executive Sub-committee in its absolute discretion. Such discretion shall not be exercised arbitrarily or in bad faith.

- Class 1. Retired principals/vice-principals who are former Members of the OPC;
- Class 2. Aspiring principals/vice-principals who are members of OTF;
- Class 3. Individuals with an interest in education;
- Class 4. a) Former OPC Members employed as Ontario district school board senior staff;  
b) Supervisory officers and directors who are not former OPC Members
- Class 5. Former OPC Members on leave, secondment or reassignment who do not meet the definition of Member;
- Class 6. For Profit Corporations with an Interest in education;
- Class 7. Not-For-Profit Corporations with an Interest in education;
- Class 8. Honorary Life Members.

**5. Becoming a Member**

- a) Applications for membership shall be available upon request from the OPC. Applications shall not be deemed to have been received by the OPC unless or until the individual has provided payment or their district school board has received written authorization to make the appropriate payroll deduction.
- b) Applications for membership must be received by the OPC within 60 days of the individual commencing work following their appointment to the

**Membership Policy****Page 5**

position of a principal or vice-principal and relinquishing membership in a teachers' union. If a Member fails to apply within 60 days, the Member shall not be entitled to protective services for any employment related event or circumstance which arose or occurred prior to becoming a Member, nor shall the Member be automatically entitled to receive LTD coverage in the absence of providing medical evidence of insurability acceptable to the insurer, and subsequent approval.

**6. Membership Fees**

- a) The membership year is September 1 to August 31.
- b) Membership fees shall be determined by Provincial Council. Membership fees may be paid through payroll deduction, credit card, cheque and lump sum payment. Thirty days' notice will be given to Members of any changes in the collection of membership fees.
- c) Members who join after September 1 shall be required to pay membership fees from the first day of the month the Member joins, which fees shall be prorated accordingly.
- d) Notwithstanding the provisions of paragraph c, a Member who joins within 60 days of their appointment as a principal/vice-principal shall be required to pay fees retroactive to the first day they commenced work following their appointment to be entitled to protective services for any event or circumstance which arose or occurred prior to becoming a Member.
- e) Members who resign their membership before August 31 shall be required to pay membership fees until the last day of the month the Member resigns. The membership fees shall be prorated accordingly and any overpayment shall be refunded by the OPC to the Member.
- f) Members on term assignment shall pay 50% of the current annual fee per school year in one installment within 30 days of commencing the first term assignment in the school year, which shall entitle them to all the benefits of membership for that school year, provided they otherwise meet the definition of Member and do not work beyond the month in which they reach the limits prescribed by the Ontario Teachers' Pension Plan (OTPP) in any school year. If a term assignment exceeds the limits, and following the Member's notification to the OTPP, the full membership fee must be remitted forthwith to maintain entitlement to the benefits of membership. Membership fees paid for term assignments are non-refundable.
- g) Overpayments shall be applied to membership fees in the subsequent year without interest, as applicable. Notice shall be given to the Member and the

**Membership Policy****Page 6**

Member's district school board so that appropriate adjustments may be made by the board. See Section 12.

- h) Overpayments resulting from the Member's failure to notify the OPC of their intention to resign or of a change in personal information that would preclude the Member from ongoing membership shall not be refunded. See Section 12.
- i) Outstanding fees must be paid within 30 days of the OPC sending notice to the Member or membership shall be interrupted.
- j) Members away from work by reason of prolonged, serious illness and not on LTD may apply for a waiver of fees. Confidential application by either the Member or a Protective Services Team member, with supporting documentation, shall be made to the Executive. The decision of the Executive is final.

**7. Benefits of Membership**

Members in good standing shall receive the following privileges of membership:

- a) Protective Services within the limits of the policies and procedures approved by the Provincial Council;
- b) Advice on professional matters in accordance with the policies and procedures approved by the Provincial Council;
- c) Access to the Constitution, as well as to the Members-only side of the OPC website;
- d) Receipt of the Register and other mailings;
- e) Regular communication from the President on matters of interest to principals/vice-principals and the association;
- f) Participation in OPC's LTD, optional life, and accidental death and dismemberment insurance plan, where the district school board participates in the group benefits plan and subject to the insurer's eligibility criteria for participation ;
- g) Notice of professional development opportunities, so long as the Member does not opt out of commercial messages;

Membership Policy

Page 7

- h) Such other benefits and services as may be determined by the Provincial Council from time to time.

**8. Benefits of Associate Status**

Associates are entitled to different benefits, depending on their class, as follows:

- Class 1. Principals/vice-principals who are former Members of the OPC who have retired or resigned from their positions as principals/vice-principals:
  - a) Access to the Constitution;
  - b) Participation in professional development programs at the Member rate;
  - c) Maintenance of optional term life/accidental death and dismemberment insurance;
  - d) Preservation of protective services coverage, in accordance with OPC's policies, for incidents from their past period of Membership, as well as to historical protective services, so long as they were a Member in good standing at the time of their retirement or resignation and had never experienced an interruption in Membership as defined herein.

\* Associate status is not necessary for retired former Members of the OPC in good standing to maintain entitlement to protective services, delivered in accordance with OPC's policies, for incidents from their past period of membership or historical protective services coverage.

- Class 2. Aspiring principals/vice-principals who are Members of OTF:
  - a) Access to the Constitution;
  - b) Participation in professional development programs at the Member rate.

- Class 3. Individuals with an Interest in Education:
  - a) Access to the Constitution;
  - b) Participation in professional development programs at the Member rate.

- Class 4. Former OPC Members employed as Ontario district school board senior staff;  
Supervisory officers and directors who are not former OPC Members:
  - a) Access to the Constitution;

## Membership Policy

## Page 8

- b) Participation in professional development programs at the Member rate;
- c) Ability to apply for or maintain LTD, optional term life/accidental death and dismemberment coverage, subject to the insurer's eligibility criteria for participation in those programs;
- d) Preservation of their entitlement to protective services, delivered in accordance with OPC's policies, for incidents from their past period of Membership or historical protective coverage, if they were a Member in good standing prior to promotion, have never experienced an interruption in Membership as defined herein, and have taken out Associate status within 60 days of beginning the new position, as applicable.

Class 5. Former OPC Members on leave or secondment who do not meet the definition of Member:

- a) Access to the Constitution;
- b) Participation in professional development programs at the Member rate;
- c) Ability to apply for or maintain LTD, optional term life/accidental death and dismemberment coverage, subject to the insurer's eligibility criteria for participation in those programs;
- d) Preservation of their entitlement to protective services, delivered in accordance with OPC's policies, for incidents from their past period of membership or historical protective services coverage so long as they had never experienced an interruption in membership as defined herein.

Class 6. For Profit Corporations with an interest in education

- a) Access to the Constitution;
- b) Display of a corporate name and/or logo on the OPC website (size, placement and location are at the discretion of the OPC), with a link to the corporation's own website;
- c) Inclusion in a list of corporate sponsors published online in *The Register* (size and placement are at the discretion of the OPC);
- d) Access to advertising discounts for advertising in *The Register* as may be available to corporate Associates from time to time, at the discretion of the OPC; and,
- e) Participation of up to three people, identified to the OPC on an annual basis, in professional development programs at the Member rate.



## Membership Policy

## Page 9

- Class 7. Not-for-Profit Corporations or Organizations with an interest in education
- a) Access to the Constitution;
  - b) Display of a corporate name and/or logo on the OPC website (size, placement and location are at the discretion of the OPC), with a link to the corporation's own website;
  - c) Inclusion in a list of corporate sponsors published online in *The Register* (size and placement are at the discretion of the OPC);
  - d) Access to advertising discounts for advertising in *The Register* as may be available to corporate Associates from time to time, at the discretion of the OPC; and,
  - e) Participation of up to three people, identified to the OPC on an annual basis, in professional development programs at the Member rate.
- Class 8. Honorary Life Members
- a) Access to the Constitution; and,
  - b) Participation in professional development programs at the Member rate.

Associates may be entitled to additional benefits and services as may be determined by the Provincial Council or the AGM from time to time.

## 9. Associate Fees

Associate fees shall be established by the Provincial Council from time to time. Associate fees shall be set out in Schedule 1 and are due upon application. Applications for Associate status shall not be considered without payment. Associate fees are non-refundable.

Notwithstanding the above, and at the OPC's discretion, if an Associate is appointed to a permanent principal or vice-principal position within three months of having taken out Associate status and wishes to apply for OPC membership instead, the Associate fee will be refunded.

## 10. Interruptions in Membership

- a) Interruptions in membership shall be deemed to occur when membership fees remain outstanding for more than 30 days from the date the OPC sends the Member notice that fees are outstanding.
- b) Interruptions in membership shall disentitle Members to protective services

## Membership Policy

## Page 10

for the period of interruption as well as historical protective services.<sup>2</sup>

- c) Interruptions in membership shall also disentitle Members to LTD insurance coverage, OPC mailings, access to the Member-only side of the OPC website, and attendance at OPC workshops at the Member rate during the period of interruption. Members who reinstate their membership following an interruption must reapply for LTD as per the insurer's requirements.
- d) Members<sup>3</sup> who change their status to "Associate" within 60 days of becoming ineligible for membership, and who otherwise have an uninterrupted membership history, shall maintain their access to Protective Services for any past period of membership in the OPC, in accordance with the Protective Services Policy.

### **11. Leaves of Absence (other than Pregnancy/Parental/Adoption Leave or LTD)**

Former OPC Members on leave from their employer do not meet the membership criteria. To avoid an interruption in membership and to preserve entitlement to historical protective services coverage, a principal/vice-principal on leave must become a Class 5 Associate and pay the appropriate fee. A principal/vice-principal who returns to work must return to full membership within 60 days or membership status shall be interrupted in accordance with Section 10. Membership fees shall be owing from the first day the principal/vice-principal returns to work.

### **12. Changes in Membership Status or Information**

- a) Members who wish to resign from membership in the OPC shall submit the

---

<sup>2</sup> Retirement shall not constitute an interruption in membership. Similarly, Members who return to teaching (or otherwise become ineligible for membership) due to having been declared redundant by their employers in accordance with Regulation 90/98, and who subsequently are reinstated to the position of principal or vice-principal shall not be considered to have interrupted membership, so long as they resume their membership within 60 days of commencing employment in the position. However, a return to teaching unrelated to redundancy shall constitute an interruption in membership, unless the former Member becomes an Associate of OPC within 60 days of their change in position.

<sup>3</sup> Retired Members and Members declared redundant by their employers in accordance with Regulation 90/98, so as to become ineligible for membership, who otherwise have an uninterrupted membership history are not required to become Associates in order to maintain their entitlement to historical protective services coverage, in accordance with the Protective Services Policy. Resignation shall constitute an interruption in membership. Members who resign from the position of principal or vice-principal (for example, to return to a teaching position) and are not in receipt of a retirement pension are required to become Associates within 60 days of their resignation in order to maintain their entitlement to protective services for incidents from any past period of Membership and historical protective services coverage in accordance with the Protective Services Policy, which shall only be granted so long as their past period of Membership was uninterrupted.

**Membership Policy**

**Page 11**

request in writing to the OPC office. Cancellation of membership shall not be accepted by telephone. Fees must be paid until the end of the month in which the Member resigns.

- b) Members cannot change membership status retroactively. Any overpayments resulting from failure to notify the OPC of a Member’s resignation shall not be refunded.
- c) Members shall notify the OPC of any changes to personal information and are encouraged to use the “My Profile” icon on the Member side of the OPC website for this purpose. Overpayments resulting from a Member’s failure to notify the OPC of a change in personal information precluding the Member from ongoing membership may not be refunded despite the fact that the Member shall not be deemed to have been entitled to the benefits of membership.
- d) The Member bears the sole responsibility of notifying the OPC of any changes in membership status or personal information and the OPC shall not be held liable for any fees or charges incurred by the Member as a result of their failure to do so.

**SCHEDULE 1**

**ASSOCIATE FEES**

<b>Classes 1 - 5</b>	<b>\$ 125.00</b>
<b>Class 6</b>	<b>\$ 1,130.00</b>
<b>Class 7</b>	<b>\$ 282.50</b>
<b>Class 8</b>	<b>N/A</b>