

TERMS OF EMPLOYMENT

For

President / C.E.O.

St. Lawrence College
Ontario Colleges of Applied Arts and Technology

January 1, 2018 – December 31, 2022

A handwritten signature in black ink, consisting of a stylized 'A' with a horizontal line through it, and a cursive 'W' below it.

THIS AGREEMENT made this 12 th day of December 2017

BETWEEN:

THE BOARD OF GOVERNORS OF ST. LAWRENCE COLLEGE
OF APPLIED ARTS AND TECHNOLOGY

(the Board)

-And-

GLENN VOLLEBREGT

(Vollebregt)

WHEREAS the Board considers it desirable to employ Glenn Vollebregt as President/C.E.O. of St. Lawrence College of Applied Arts and Technology (“the College”);

AND WHEREAS Glenn Vollebregt has signified his willingness to accept and undertake the duties and responsibilities of the position, consistent with policies, bylaws and procedures established by the Board and consistent with the Board's legal obligations;

NOW THEREFORE, in consideration of the mutual covenants hereafter contained, the parties agree as follows:

1.0 APPOINTMENT

1.1 In accordance with the authority granted to the Board the *Ontario Colleges of Applied Arts and Technology Act, 2002*, the Board hereby employs, appoints, and engages the services of Glenn Vollebregt as its President /C.E.O.

2.0 TERM

2.1 The term of the appointment shall be five years commencing on January 1, 2018 and ending on December 31, 2022, unless prolonged in accordance with the provision of this agreement.

2.2 When the *Broader Public Sector Accountability Act, 2010* Executive Compensation Framework (“Executive Compensation Framework”) for St. Lawrence College comes into effect, Terms of Employment approved by the Board at Schedule B shall apply.

2.3 On the date that the Executive Compensation Framework takes effect, any current Terms of Employment for President / C.E.O. that do not comply with the Executive Compensation Framework or Broader Public Sector Accountability Act shall become null and void.



2.4 The Board shall provide Vollebregt with at least twelve months written notice prior to the expiry of the term as to whether or not it intends to reappoint Vollebregt for a further term of up to five years.

3.0 RESPONSIBILITIES

3.1 Vollebregt shall act as the President/C.E.O. of the College and agrees to perform all functions and duties ordinarily associated with that office, including:

- (a) Providing leadership to, and being accountable for, the implementation of the College's Strategic Plan as approved by the Board;
- (b) Putting into effect all policies, bylaws and procedures established by the Board;
- (c) Being responsible to the Board for all phases of the operation, administration, supervision, maintenance and promotion of the College;
- (d) At all times acting in the best interests of the College in securing and promoting its education, community, administrative and financial objectives;
- (e) Advising and assisting the Board in the development, promotion and implementation of sound policies and objectives for the advancement and development of the College;
- (f) Developing and monitoring College policies and practices related to the recruitment, hiring, supervision, instruction and discipline of College employees within the framework of applicable collective agreements, and subject, for employees not covered by collective agreements, to the terms and conditions of employment set from time to time by the Board;
- (g) Discharging such duties and responsibilities as may be assigned from time to time by the Board.

3.2 Vollebregt accepts the appointment and during the term of the appointment undertakes to fully and faithfully discharge the duties and responsibilities as President/C.E.O. of the College to a high standard of professional competence and in a manner that reflects the spirit and letter of applicable College policy.

3.3 Vollebregt will devote the whole of his time, effort and attention to the business and well-being of the College, without any conflict of interest. Without limiting Vollebregt's more general obligations, Vollebregt will comply with the College's Conflict of Interest Policy as such policy may be amended by the Board from time to time.

3.4 Vollebregt shall not engage in any of the restricted political activities set out in section 79(1) of the *Public Service of Ontario Act, 2006* unless granted an unpaid leave of absence by the Board, the granting of such leave being at the Board's sole discretion.

A handwritten signature in black ink, appearing to be 'W. J. ...', is located in the bottom right corner of the page.

4.0 REMUNERATION AND BENEFITS

4.1 The Board shall remunerate Vollebregt through the payment of an annual base salary and a payment in lieu of all perquisites. The initial annual base salary shall be \$213,524.00, less deductions required by law, and the payment in lieu of perquisites shall be 11 % of annual base salary less deductions required by law. The Board shall pay Vollebregt base salary and payment in lieu of perquisites in accordance with the College's regular payroll practices commencing January 1, 2018.

4.2 Vollebregt shall be entitled to 20% of base salary, less deductions required by law, in performance pay on an annual basis. President & CEO objectives shall be determined at the beginning of each year through discussions between the Board and Vollebregt. Performance pay shall be awarded following the review and evaluation of the President & CEO objectives by the Board. This Board review and evaluation shall be undertaken at a December board meeting of each year.

4.3 Vollebregt shall be entitled to participate in the insured benefit plans, sick leave plans, CAAT Pension Plan, retirement compensation arrangement and vacation plan as set out in Schedule A. The insured benefit plans may be amended from time to time by the College Employer Council. The CAAT Pension Plan and Retirement Compensation Arrangement may be amended from time to time by the CAAT Pension Plan as the trustees of the plans. The insured benefit plans, the CAAT Pension Plan and the Retirement Compensation Arrangement are subject to applicable enrolment waiting periods and to employee contributions. Except as set out in subsection E(2)(iii) of Schedule A which addresses discretionary cash conversion of unused vacation, the employee benefit plans cannot be converted into cash payment, in whole or in part.

4.4 The Board shall review Vollebregt's compensation on an annual basis and shall award any increase in accordance with guidance from the College Employer Council and in compliance with applicable law.

4.5 Vollebregt shall be entitled to reimbursement for reasonable expenses, as determined from time to time by the Board, for business travel, kilometer allowance, conferences, and entertainment as required in the capacity of the President of the College subject to the provision of documentation and receipts acceptable to the Board in accordance with the College's travel and business entertainment policy.

4.6 It is ascertained that the provisions under this section of the Terms and Conditions for President / C.E.O. are identical to those which previously existed and do not represent any increases in total compensation and therefore continue to meet the provisions of the *Broader Public Sector Accountability Act, 2010*.

5.0 INTELLECTUAL PROPERTY

5.1 "Intellectual Property" includes all original works of authorship, trademarks, logos, designs, inventions, discoveries, developments, innovations, ideas, business improvements, processes, and compilations of data, whether or not subject to registration or capable of registration, which Vollebregt may solely or jointly create or conceive of during employment, whether or not created



or conceived of during normal working hours and whether or not created or conceived of using the company's resources.

5.2 Vollebregt agrees that Board owns the entire right, title and interest in all Intellectual Property and irrevocably waives Moral Rights in all Intellectual Property in favour of the Board and transfers and assigns the same to the Board, where "Moral Rights" means any rights to claim authorship of Intellectual Property, to object to any modification of Intellectual Property, and any similar right that exists under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is called or generally referred to as a "moral right."

5.3 The College acknowledges Vollebregt's interest in authoring, during the term of this agreement, a book that is consistent with the College's interests. Vollebregt may propose a book project to the Board, and the Board shall approve a book project that does not conflict with its interests and that is not likely to otherwise interfere with Vollebregt's job responsibilities. Notwithstanding sections 5.1 and 5.2 above, Vollebregt shall enjoy the entire right, title and interest in all Intellectual Property that is developed as part of an approved book project unless he agrees otherwise in writing.

6.0 CONFIDENTIALITY

6.1 "Confidential Information" means information in recorded or unrecorded form that is not generally available to the public and is generated, collected or used in the course of the Board's current and anticipated activity whether or not it is marked as confidential.

6.2 Vollebregt shall only use, communicate, copy, transfer or disclose Confidential Information as necessary to fulfil his duties under this Agreement except with prior written permission from the Board.

6.3 After Vollebregt's employment ends, regardless of the reason for termination, Vollebregt shall immediately return all College-owned computer equipment and all manuals, documents, papers and other records in his possession (whether in electronic or physical form) and shall permanently refrain from using, communicating and disclosing Confidential Information for any reason except with prior written permission from the Board.

7.0 TERMINATION

7.1 Vollebregt may terminate this Agreement at any time during the term if he gives the Board not less than six months' prior written notice, unless a shorter notice period is mutually acceptable to the President/C.E.O. and the Board.

7.2 The Board may terminate this Agreement at any time during the term, without cause and without liability, if the Board gives Vollebregt not less than 12 months' notice of termination or payment in lieu of such notice. For clarity, this benefit is greater than and inclusive of any termination pay or severance pay required under the *Employment Standards Act, 2000*. Vollebregt shall, subject to and in accordance with the terms of the applicable Benefit Plan, receive insured benefits and CAAT Pension Plan, as outlined in Article 4.3, for the 12-month



notice period specified above or until Vollebregt obtains alternate employment. At no time shall the benefits be discontinued before the end of the period corresponding to the statutory notice period as required under the *Employment Standards Act, 2000*.

7.3 The Board may terminate this Agreement without prior written notice or payment in lieu of notice for just cause.

8.0 GENERAL

8.1 Each party represents that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party is properly authorized and empowered to sign it.

8.2 No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties.

8.3 A waiver by the Board of any breach of this Agreement shall not be construed as or deemed to be a waiver of any succeeding or continuing breach or breaches.

8.4 Any notice to be given to either party may be given by ordinary prepaid mail or personal delivery at the following address:

The Board c/o St. Lawrence College of Applied Arts and Technology
100 Portsmouth Avenue
Kingston, ON K7L 5A6

Vollebregt c/o St. Lawrence College of Applied Arts and Technology
100 Portsmouth Avenue
Kingston, ON K7L 5A6

Any such notice shall be deemed to have been given on the date of delivery or on the fourth business day after mailing. Either party may specify a different address by notice in writing.

8.5 This Agreement shall be interpreted and applied in accordance with the laws of Ontario and those of Canada applicable thereto.

8.6 This Agreement, including its schedules, constitutes the entire Agreement between the parties, and it is agreed that there is no term, condition, warranty or representation, collateral or otherwise, that may govern or affect the relationship between the parties, other than those contained in this Agreement.



IN WITNESS WHEREOF the parties have executed this agreement:



THE BOARD OF GOVERNORS OF
ST. LAWRENCE COLLEGE OF APPLIED
ARTS AND TECHNOLOGY
Per: Michael Adamcryck

December 12, 2017
Date



Glenn Vollebregt
Terms of Employment- College President/C.E.O.

December 12, 2017
Date

