



THIS AGREEMENT made in duplicate this 21th day of November, 2022.

BETWEEN:

THE BOARD OF GOVERNORS OF
CONFEDERATION COLLEGE OF APPLIED ARTS AND TECHNOLOGY

(The "Board")

- And -

KATHLEEN LYNCH

("Kathleen Lynch")

WHEREAS the Board considers it desirable to employ Kathleen Lynch as President of the Confederation College of Applied Arts and Technology ("the College");

AND WHEREAS Kathleen Lynch has signified her 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 under Regulation 34/03 of the *Ontario Colleges of Applied Arts and Technology Act 2002*, the Board hereby employs, appoints, and engages

the services of Kathleen Lynch as its President.

2.0 TERM

2.1 The term of the appointment shall be one (1) year beginning August 31, 2023, continuing her employment which commenced on September 4, 2018. This term will be renewed each year, beginning on August 31, 2024, unless terminated earlier in accordance with the provisions of this Agreement.

2.2 The Board shall provide the President with at least twelve (12) months' written notice prior to the expiry of the term as to whether or not it intends to reappoint the President for a further term of one year. The annual renewal process will not exceed five (5) years in total (2023-2028).

3.0 RESPONSIBILITIES

3.1 Kathleen Lynch shall act as the President of the College and agrees to perform all the 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(s) 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 educational, 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; and
- g) Discharging such duties and responsibilities as may be assigned from time to time by the Board.

3.2 Kathleen Lynch accepts the appointment and during the term of the appointment undertakes to discharge the duties and responsibilities fully and faithfully as President of the College to a high standard of professional competence.

3.3 Kathleen Lynch will devote the whole of her time, effort and attention to the business and well being of the College, without any conflict of interest. Without limitation, Kathleen Lynch,

- a) Will not engage in any other position for gain or accept any office or position or business that might interfere with the business and well being of the College, except with prior written consent of the Board; and
- b) Will comply with the provisions of the *Public Service Act* that govern candidates for public office and political activities.

4.0 PERFORMANCE EVALUATION

4.1 The Board shall provide Kathleen Lynch with an annual performance review in June of each year as per Board policy.

5.0 REMUNERATION AND BENEFITS

5.1 The Board shall remunerate Kathleen Lynch through the payment of an annual base salary and a potential annual re-earnable incentive under the terms of the Compensation Levels for College Presidents recommended by the Colleges' Compensation Committee. Remuneration shall include an annual base salary of \$207,015 plus a 10% performance bonus payment. The annual base salary shall be paid in accordance with the College's regular payroll practices. Any changes to the annual base salary shall be determined and approved by the Board in accordance with the Compensation Levels for College Presidents recommended by the Colleges Employer Council.

5.2 Compensation including base salary, incentives, retirement severance provisions and non-taxable benefits will be reviewed once the College's compensation framework has been approved by the province.

5.3 Kathleen Lynch shall continue to participate in the insured benefit plans, sick leave plans, CAAT Pension Plan, retirement compensation arrangement and vacation plan as set out in in her original contract. The insured benefit plans may be amended from time to time by the Colleges 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. The employee benefit plans cannot be converted into a cash payment, in whole or in part, except for vacation.

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

6.0 INTELLECTUAL PROPERTY

6.1 All material including, but not limited to, documents, raw data, research, processes, technology, programs, and inventions conceived or produced in the performance of the duties set out in the Agreement shall belong to the Board. The intellectual property, (including copyright, patents, trademarks, industrial designs) shall also belong to the Board.

6.2 For the purpose of the Copyright Act, Kathleen Lynch acknowledges that all materials produced by her in connection with this Agreement have been or shall be prepared by or under the direction or control of the Board and moral rights are waived in favour of the Board.

6.3 Section 6.0 shall survive the termination of this Agreement.

7.0 CONFIDENTIALITY

7.1 Kathleen Lynch agrees that, except as may be required by law, or as may be required by the Government of Ontario in the usual course of business, any information reasonably related to the affairs of the College received in her capacity of President is confidential and shall not be disclosed to any person, or used in any manner, without the prior written consent of the Board. This provision shall survive the termination of this Agreement.

8.0 TERMINATION

8.1 The Board would prefer twelve (12) months' notice should Kathleen Lynch wish to terminate this Agreement at any time during the term but must give not less than eight (8) months prior written notice to the Board, unless a shorter notice period is mutually acceptable to the President and the Board. The Board may terminate this Agreement at any time, without cause and without liability, if the Board gives at least twelve (12) months prior written notice to Kathleen Lynch or pays Kathleen Lynch an amount equal to twelve (12) months base salary plus bonus (or number of months negotiated by the Board and President), as set out in Section 5.1, plus a prorated percentage of salary in lieu of employee benefits including accrued vacation pay, in lieu of the written notice period. The base salary

plus bonus is what would be earned in the final year of employment with the College. This article is inclusive of any entitlement of the President under the Employment Standards Act, 2000. The President is still eligible for the retirement allowance in addition to this notice.

8.2 If it is medically certified that Kathleen Lynch is unable to perform the duties and responsibilities of the President due to non-occupational illness or disability, and that Kathleen Lynch will be unable to resume the duties and responsibilities of the President within the term of this Agreement, the Board, subject to its obligations under the Ontario Human Rights Code, may terminate the Agreement by giving the President twelve (12) months written notice. It is understood that any amount that Kathleen Lynch receives as income replacement benefits under the provisions of the Disability Income Replacement Plans (Schedule B) will be deducted from any payments made by the College during the twelve-month written notice period.

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

9.0 RETIREMENT ALLOWANCE

9.1 The Board will provide a retirement allowance equivalent to two months base salary (including bonus) per year of service, with Confederation College, to a maximum of one (1) year's salary. The President may choose a lump sum payment or biweekly payments for this period. As well, the President will receive employee benefits until age 65 or one (1) year following retirement, whichever period is greater.

9.2 The calculation of the retirement allowance will be based on the actual base salary including the annual bonus of the President in her final year of employment with the College.

9.3 This retirement allowance is exclusive of any unused vacation days at the point of retirement/termination. With the written approval of the Board, Kathleen Lynch may accumulate up to a maximum of forty-five (45) days in her vacation bank. There is no provision for carrying over or

banking vacation days above forty-five (45) days to create a termination payment.

9.4 A retirement allowance will not be combined with a professional development leave to create a payment that is equivalent to more than one (1) year's salary at the point of retirement.

9.5 In the circumstance of termination without cause, Kathleen Lynch will receive the accrued value of the retirement allowance as outlined in section 9.1 as of that date as a lump sum in addition to the terms outlined in section 8.1.

10.0 GENERAL

10.1 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.

10.2 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.

10.3 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.

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

The Board:

THE BOARD OF GOVERNORS OF CONFEDERATION COLLEGE
OF APPLIED ARTS AND SCIENCE
1450 Nakina Drive
Thunder Bay, Ontario P7B 0E5

The President:

Kathleen Lynch
7257 Dog Lake Road
Jacques, Ontario
P7G 0Z9

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.

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

9.6 This Agreement, including the 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 PRESIDENT:


THE BOARD OF GOVERNORS
CONFEDERATION COLLEGE OF APPLIED
ARTS AND TECHNOLOGY

DocuSigned by:

D5F6530EE045439...
Signature Kathleen Lynch

2022-11-23 | 10:35 EST

Date

DocuSigned by:

F807DDC6269A439...
Witness Barbara Greer

DocuSigned by:

059E38FA9BB54AB...
Authorized Signing Official Daryl Skworchinski

2022-11-23 | 11:33 EST

Date

2022-11-23 | 09:13 PST

Date