

EMPLOYMENT AGREEMENT

THIS AGREEMENT made as of the 10 day of May 2024.

BETWEEN:

CONFEDERATION COLLEGE OF APPLIED ARTS AND TECHNOLOGY

(the "College")

- and -

MICHELLE SALO

(the "President")

WHEREAS Michelle Salo has been employed by the College since May 1, 2019 and is currently employed in the position of Chief Operating Officer;

WHEREAS the Board of Governors of Confederation College of Applied Arts and Technology (the "Board") wishes to appoint Michelle Salo as President of the College on a fixed term basis;

AND WHEREAS Michelle Salo wishes to accept the appointment and serve as President of the College consistent with the policies, bylaws, procedures and legal obligations of the College and the Board;

AND WHEREAS the parties wish to provide for the terms and conditions of Michelle Salo's employment as President of the College;

NOW THEREFORE, in consideration of the mutual covenants and promises set out in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1 APPOINTMENT

1.1 In accordance with the authority granted to the Board under the *Ontario Colleges of Applied Arts and Technology Act, 2002*, the Board hereby appoints Michelle Salo as President of the College upon the terms and conditions set out in this Agreement.

2 TERM

2.1 Michelle Salo will be employed as President of the College for a fixed term commencing on September 1, 2024 and ending on August 31, 2029 (the "Term"),

unless terminated earlier in accordance with the Termination provisions of this Agreement.

- 2.2 The parties may renew this Agreement for an additional term appointment upon such terms and conditions as the parties may agree in writing at the time of renewal. The College shall provide at least 8 months' notice to the President if it wishes to renew the Agreement.

3 RESPONSIBILITIES AND STANDARD OF PERFORMANCE

- 3.1 The President shall serve as President of the College and agrees to perform all the duties and responsibilities ordinarily associated with that office. The President shall report to the Board and perform such additional duties and responsibilities as the Board may assign from time to time, it being understood that any such duties and responsibilities shall be consistent with the position of President of the College.

- 3.2 Without limiting the generality of section 3.1, the President shall be responsible for all phases of the operation, administration, supervision, maintenance and promotion of the College, and shall oversee all College operations with a view to the College's long-term financial sustainability. The President shall also be responsible for ensuring student well-being and successful outcomes, and for promoting and developing strategic partnerships with government, the private sector, Indigenous leaders, communities and organizations, and other stakeholders.

- 3.3 The President shall work with the Chair of the Board to develop performance objectives on an annual basis in order to establish metrics for the assessment of the President's performance of the duties and responsibilities under this Agreement. All performance objectives developed under this section shall be subject to the approval of the Board.

- 3.4 The President undertakes to fully and faithfully discharge the duties and responsibilities as President of the College to a high standard of professional competence and to the best of the President's knowledge, skill and ability. The President is a fiduciary of the College and shall at all times act in the best interests of the College. The President agrees to be bound by the relevant policies, procedures, and practices which govern the employment relationship between the President and the College, as may be amended from time to time.

- 3.5 The President will devote the whole of the President's time, effort, and attention to the business and well-being of the College, and shall ensure that the President's direct or indirect personal interests do not, whether potentially or actually, conflict with the interests of the College.

- 3.6 Subject to obtaining prior written approval from the Chair of the Board, the President may serve on the board of directors of other organizations and may continue to serve on any boards of directors that the President served on at the time of entering into this

Agreement and disclosed to the College, provided that such service does not prevent the President from devoting their full time and attention to the affairs of the College and does not create a conflict of interest with their employment and duties owing to the College.

4 REMUNERATION AND BENEFITS

- 4.1** The parties acknowledge that this Agreement is subject to the *Broader Public Sector Executive Compensation Act, 2014* and the Compensation Framework established under Ontario Regulation 406/18, and may be subject to other legislative restraints in the future. Any payments of salary, performance incentives or other compensation under this Agreement, including any future increases, will be made in compliance with all legislative restraints applicable to the College and the President's employment under this Agreement. If at any time during the Term the current restraints are amended or repealed, the Board will review the President's compensation and shall discuss in good faith with the President the impact of any such changes, including a possible increase in the President's compensation.
- 4.2** The College shall remunerate the President through the payment of an annual base salary of \$238,067 (the "Base Salary"), less all applicable statutory deductions, benefits premiums and pension contributions. The Base Salary shall be payable in instalments in accordance with the College's normal payroll practices.
- 4.3** The President shall be eligible to receive an annual performance incentive payment of up to ten percent (10%) of the Base Salary (with a maximum payout of \$23,807), less required deductions, based on the President's achievement of the performance objectives established annually under section 3.3, above (the "Performance Incentive Payment"). The Board shall conduct an annual review of the President's performance to determine the amount of the Performance Incentive Payment.
- 4.4** The President shall be entitled to participate in the employee benefits offered through the College Employer Council for senior administrative staff employed by the College as outlined in the Benefits Booklet applicable to full-time administrative employees employed by Ontario Colleges of Applied Arts and Technology (the "Benefit Plans"), subject to the terms and conditions of the Benefit Plans and any applicable policies, all as amended from time to time. The President shall further be entitled to participate in the CAAT Pension Plan and the CAAT Retirement Compensation Arrangement (collectively, the "CAAT Plans"), subject to their respective terms and conditions as amended from time to time. The President shall make all required employee contributions to the Benefit Plans and the CAAT Plans.
- 4.5** The President shall be entitled to reimbursement for reasonable expenses, as determined from time to time by the Board, 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 in accordance with

applicable College policy.

- 4.6** The President will be entitled to six (6) weeks of vacation each year subject to College policy and the following conditions:
- (a) The College expects that the President shall use the entire annual vacation entitlement in the year in which it is earned, and the President shall be required to take no less than the minimum statutory vacation entitlement each year.
 - (b) Notwithstanding the previous paragraph, with the approval of the Chair of the Board the President may carry over up to two (2) weeks of vacation to be used in following vacation year only. At no time shall the combined amount of carried over vacation and current year's entitlement exceed forty-five (45) days in total.
 - (c) Any vacation in excess of the statutory minimum vacation that is not used by the President nor carried over in accordance with this section shall be forfeited without compensation if the President did not have good reason for the failure to take such vacation.
 - (d) Notwithstanding section 4.6(c), if the President was prevented from taking vacation because of College requirements or for other good reason acceptable to the Board, the Board may authorize such unused vacation to be paid out to the President at the end of the year.

5 INTELLECTUAL PROPERTY

- 5.1** The College shall own the entire right, title and interest in all Intellectual Property created by the President in the course of employment, or otherwise arising from the President's employment as President of the College. The President agrees to execute all documents necessary for the filing of applications for trademarks, patents or any other registrations, both Canadian and foreign, which protects the College's rights to the Intellectual Property, including, without limiting the foregoing, any necessary assignments.
- 5.2** "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 the President may solely or jointly create or conceive of as part of, or in conjunction with, the President's employment as President of the College.
- 5.3** The President agrees to irrevocably waive the President's moral rights in the Intellectual Property, 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”.

- 5.4 This section 5 shall survive any termination of this Agreement or the President’s employment hereunder.

6 CONFIDENTIALITY

- 6.1 During the course of employment with the College, the President shall have access to confidential information, which includes, without limiting the foregoing, any information reasonably related to the affairs of the College received in the President’s capacity as President of the College, any information about an identifiable person, as well as any research, business, financial, technical or other information that is not readily available to the public nor a matter of public record (“Confidential Information”). For greater certainty, Confidential Information does not include:

- (a) information that is readily available to the public or in the public domain otherwise than through breach of this Agreement; or
- (b) general skills and experience gained during the President’s employment with the College which the President could reasonably have expected to acquire in similar employment with other employers.

- 6.2 The President acknowledges that the President is provided access to Confidential Information for the sole purpose of performing the duties and responsibilities under this Agreement. Therefore, the President shall not use, disclose or make available to any person any Confidential Information obtained by the President in the course of employment, except:

- (a) as is necessary for the performance of the duties and responsibilities under this Agreement;
- (b) with the prior written consent of the Board; or
- (c) as otherwise required by law.

- 6.3 The President shall take all reasonable measures to protect the Confidential Information, including appropriate physical and operational safeguards. In the event that Confidential Information is lost, stolen or otherwise compromised, the President must immediately report such loss or theft or compromise in accordance with College policy.

- 6.4 At the end of the President’s employment, the President shall be required to return all Confidential Information to the College, including any devices or other equipment upon which Confidential Information has been stored.

- 6.5 This section 6 shall survive any termination of this Agreement or the President’s

employment hereunder.

7 TERMINATION

- 7.1 Upon the termination of the President's employment, the College shall pay to the President any outstanding wages earned to the date of termination including, without limiting the foregoing, any accrued and unused vacation pay calculated to the end of the minimum statutory notice period, if applicable, in accordance with the *Employment Standards Act, 2000*. The College shall also reimburse expenses incurred prior to the date of termination, subject to section 4.5, above.
- 7.2 If the parties do not renew the President's appointment in accordance with section 2.2, above, the President's employment with the College and appointment as President shall terminate upon the expiry of the Term in accordance with this section. The College shall pay to the President salary continuance in an amount equal to two (2) months' Base Salary per year of service with the College to a maximum of one (1) year's Base Salary (the "Post-Appointment Period"). In addition, the College shall pay to the President a Performance Incentive Payment calculated by averaging the President's Performance Incentive Payments for the three (3) most recently complete performance years prior to the commencement of the Post-Appointment Period. The President shall be entitled to participate in the Benefit Plans and the CAAT Plans to the end of the Post-Appointment Period in accordance with paragraphs 7.6(c) and (d), below, which shall apply with necessary amendment to the Post-Appointment Period.
- 7.3 The President may terminate this Agreement and their employment with the College during the Term by providing eight (8) months' prior written notice unless a shorter notice period is mutually acceptable to the President and the Board.
- 7.4 The College may terminate this Agreement and the President's employment at any time without notice, payment in lieu of notice or severance of any kind for wilful misconduct, disobedience or wilful neglect of duty that is not trivial and that has not been condoned by the Board. The President shall not be entitled to a Performance Incentive Payment for the year in which a termination occurs under this section.
- 7.5 If the College has cause to terminate the President's employment at common law that would not meet the standard in section 7.4, above, the President will have no entitlement to reasonable notice or other damages at common law, but will be paid the minimum termination pay, severance pay and any other minimum entitlements owed under the *Employment Standards Act, 2000* upon termination of employment, including continued participation in the Benefit Plans and the CAAT Plans only to the extent required under the statute. The President shall not be entitled to a Performance Incentive Payment for the year in which a termination occurs under this section.
- 7.6 In any other case as permitted by law, the College may terminate this Agreement

and the President's employment during the Term of the Agreement by providing written notice of termination or payment in lieu of notice in accordance with the following:

- (a) The College will provide notice or payment in lieu of notice by way of salary continuation for a period equal to the lesser of:
 - (i) twenty-four (24) months; or
 - (ii) the period of time equal to the time remaining from the date notice is provided under this section until the end of the Term, provided that such period shall never be less than twelve (12) months

(the "Salary Continuance Period").

The College shall ensure that the President receives a portion of any notice provided under this paragraph as payment by way of salary continuance at least equal to any severance pay entitlement that the President has under the *Employment Standards Act, 2000*.

- (b) The President shall be entitled to payment of a Performance Incentive Payment to the end of the Salary Continuance Period calculated in accordance with this paragraph. For the period of active employment measured from the start of the then current performance year to the President's last date of active employment, the President shall be entitled to a prorated Performance Incentive Payment, subject to the President meeting the applicable performance measures as determined by the Board. For the Salary Continuance Period, the President's Performance Incentive Payment entitlement shall be calculated by averaging the President's Performance Incentive Payments for the three (3) most recently complete performance years prior to the commencement of the Salary Continuance Period.
- (c) The President will continue to be eligible to participate in the full Benefit Plans, subject to their terms and conditions, until the end of the minimum statutory notice period as required under the *Employment Standards Act, 2000*. Following the expiry of the statutory notice period, the President will continue to be eligible to participate only in extended health, dental, life insurance, out-of-country coverage and private duty nursing, in each case subject to their respective terms and conditions and subject to any additional limits or caps imposed by the insurer or the Council, until the end of the Salary Continuance Period, and all other Benefit Plans will cease. The Board and the President shall make their respective contributions to maintain the Benefit Plans under this section.
- (d) The President will continue to be eligible to participate in the CAAT Plans, subject to their terms and conditions, until the end of the Salary Continuance Period. The Board and the President shall continue their respective contributions to the CAAT

Plans.

- (e) Notwithstanding anything else in this section 7.6, in no case shall the payments under sections 7.6(a) and (b), whether in combination or otherwise, exceed twenty-four (24) months of the President's Base Salary unless the statutory compensation restraints applicable to the College and the President are amended to permit a higher total payment.

7.7 The President acknowledges and agrees that the payments and benefits described in this section 7 constitute reasonable compensation upon the termination of the President's employment, and are inclusive of any termination pay, severance pay or any other wages that may be owing to the President under the *Employment Standards Act, 2000*. Upon the College providing the President with such payments and benefits, the President shall not be entitled to any further notice, payment in lieu of notice, termination pay, severance pay, damages, costs or compensation in respect of the President's employment or the termination of the President's employment, whether under the *Employment Standards Act, 2000* or at common law.

8 GENERAL

8.1 This Agreement is the entire agreement between the parties and, upon the commencement of the President's appointment on September 1, 2024, replaces all prior agreements or understandings. There is no term, condition, warranty or representation, collateral or otherwise, that may govern the employment relationship, other than those contained in this Agreement. Any modifications or amendments to this Agreement shall be made in writing and signed by both parties.

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

8.3 The President acknowledges that the President has read and understood this Agreement, and has been given an opportunity to seek independent legal advice with respect to its terms.

8.4 If any section, subsection, paragraph or sub-paragraph of this Agreement is found to be void or unenforceable in any legal proceeding, said provision shall be deemed to be severed from the remainder of this Agreement for the purposes only of the particular proceeding. The Agreement shall, in all other respects, continue in full force and effect.

8.5 No failure to exercise and no delay in exercising any right or remedy under this Agreement shall be deemed to be a waiver of that right or remedy. No waiver of any right or remedy under this Agreement nor any breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent reliance upon such right or remedy nor a waiver of any subsequent breach of that provision or of any

similar provision.

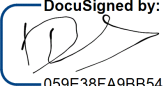
- 8.6 This Agreement shall be binding upon the President and the President's respective heirs, executor(s), successors and assigns.
- 8.7 Upon the termination of this Agreement, the respective rights and obligations of the parties hereto shall survive such termination to the extent necessary to carry out the intentions of the parties under this Agreement.
- 8.8 The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and the Agreement shall be interpreted without regard to any presumption or other rule requiring interpretation of the Agreement more strongly against the party causing it to be drafted.
- 8.9 The headings in this Agreement are solely for convenience of reference and shall not affect its interpretation.
- 8.10 This Agreement shall be governed by and interpreted in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.
- 8.11 Any notice to be given to either party may be given by ordinary prepaid mail or personal delivery at the following addresses:

The College	Chair, Board of Governors Confederation College of Applied Arts and Technology 1450 Nakina Drive Thunder Bay, ON P7B 0E5
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The President	Michelle Salo President Confederation College of Applied Arts and Technology 1450 Nakina Drive Thunder Bay, ON P7B 0E5
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[Signature page to follow.]

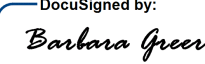
IN WITNESS WHEREOF the parties have executed this Agreement

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Daryl Skworchinski
Chair, Board of Governors
Confederation College of Applied Arts and
Technology

2024-05-10 | 16:47 EDT

Date

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Witness Barbara Greer

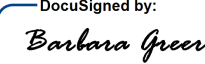
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Michelle Salo
Chief Operating Officer
Confederation College of Applied Arts and
Technology

2024-05-10 | 16:30 EDT

Date

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Witness Barbara Greer