

EMPLOYMENT AGREEMENT

BETWEEN:

**The Sheridan College Institute of Technology and Advanced Learning
(the "College")**

- and -

**Dr. Janet Morrison
(the "Executive")**

WHEREAS the Board of Governors (the "Board") of The Sheridan College Institute of Technology and Advanced Learning wishes to engage the Executive in the position of President and Vice-Chancellor of the College, and the Executive wishes to be employed by the College in that capacity;

AND WHEREAS the Executive and the College desire to enter into this Agreement for the purpose of setting forth the terms and conditions of the Executive's employment with the College;

AND WHEREAS the parties understand that this Agreement is subject to the provisions of the *Broader Public Sector Accountability Act, 2010* ("BPSAA"), including Part II.1 of the BPSAA which establishes compensation restraint applicable to the position of President and Vice-Chancellor of the College;

AND WHEREAS the parties understand that this Agreement is also subject to the provisions of the *Broader Public Sector Executive Compensation Act, 2014* ("BPSECA"), and Regulation 304/16 under the BPSECA (the "Regulation") which requires the College to create an Executive Compensation Program which, if approved by the Ontario government, will govern the compensation of its designated executives which includes the position of President and Vice-Chancellor of the College;

AND WHEREAS the parties understand that the College may be subject to additional legislated compensation restraints that may apply to the position of President and Vice-Chancellor of the College and which may impact what compensation may be provided by the College to the Executive;

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

SECTION 1 – POSITION AND TERM

- 1.01 **Appointment.** 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 the Executive as its President and Vice-Chancellor, in accordance with the terms of this Agreement.
- 1.02 **Term.** The Executive shall begin performing the duties of the President and Vice-Chancellor commencing on August 7, 2018. The Executive's employment shall be for a period of five years, ending on August 6, 2023, unless subject to termination in accordance with Section 5 of this Agreement and/or unless subject to renewal as provided for under the terms of this Agreement (“the Term”).
- 1.03 **Renewal.** The College shall provide the President and Vice-Chancellor with a least twelve (12) months' written notice prior to the expiry of the term if the College wishes to extend the appointment for an additional period and the President and Vice-Chancellor shall be given a period of three (3) months to accept the offer to extend subject to negotiation, failing which the Agreement shall terminate at the end of the Term. In the event that the College does not offer to extend the appointment on at least as favorable annual compensation terms as exist in this Agreement, then the Executive shall be entitled to receive the Termination Payments set out at paragraph 5.03(a)(i) at the end of the Term.

SECTION 2 – RESPONSIBILITIES, REPORTING AND LOCATION

- 2.01 **Responsibilities.** The Executive shall be responsible for:
- (a) providing leadership to, and being accountable for, the development and 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 the College's 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 set from time to time by the College Employer Council;
- (g) ensuring that the College operates in accordance with all applicable statutes, regulations, directives and applicable Ministry policies;
- (h) discharging such duties and responsibilities as may be assigned from time to time by the Board;
- (i) carrying out the responsibilities and duties set out in the attached Position Analysis Questionnaire (attached as Schedule "A");
- (j) fulfillment of the annual performance goals set by the College's Board of Governors in consultation with the Executive.

In addition to the above duties and responsibilities, the Executive shall perform such other duties and responsibilities as are consistent with the duties and responsibilities of a President and Vice-Chancellor of an Ontario post-secondary institution or as may be assigned by the Board from time to time.

2.02 **Reporting.** In her capacity as President and Vice-Chancellor, the Executive shall report to the Board of Governors functionally through the Chair of the Board of Governors.

2.03 **Location.** The Executive shall work from the College's offices located at Halton and Peel Regions. The Executive shall reside within a reasonable daily commuting distance of the place of employment. The Executive acknowledges that, due to the nature of the College's operations and business, she may from time to time be required to travel in the course of performing her duties and responsibilities under this Agreement.

2.04 **Existing Board Appointments.** Subject to obtaining written approval from the College, the Executive may continue to serve on any boards of directors that she served on at the time of entering into this Agreement and disclosed to the College, provided that such service does not prevent her from devoting her full time and attention to the affairs of the College and does not create a conflict of interest with her employment and duties owing to the College.

SECTION 3 – STANDARD OF PERFORMANCE AND FIDUCIARY DUTY

3.01 **Standard of Performance.** The Executive shall perform her duties in accordance with the by-laws and policies of the College, and all applicable laws, regulations and directives. Except as otherwise provided in Section 2.04, while employed by the College the Executive shall devote the whole of her time, attention and ability to the business and affairs of the College and shall use her best efforts to promote and further the business and reputation of the College.

3.02 **Fiduciary Duty.** The Executive agrees to act diligently, loyally and in a trustworthy manner to the best of her knowledge, skill and ability. The Executive acknowledges that she is a fiduciary of the College and that she shall at all times act in the best interests of the College.

3.03 **Conflict of Interest.** The Executive shall ensure that her direct or indirect personal interests do not, whether potentially or actually, conflict with the interests of the College. The Executive agrees to promptly report any potential or actual conflicts of interest to the Chair of the Board and/or General Counsel and Secretary of the Board, as appropriate, in accordance with and subject to the College's Conflict of Interest policy. The Executive represents and warrants to the College that she is not subject to any constraints that would prevent her from performing the duties and responsibilities contemplated under this Agreement or from devoting her full time and attention to the affairs of the College.

Without restricting the generality of the foregoing, the Executive shall comply with the Conflict of Interest Rules for Public Servants (Ministers' Offices) established under the *Public Service of Ontario Act, 2006* by the Ontario Conflict of Interest Commissioner (currently set out in O. Reg. 382/07) as if the College were the Crown.

3.04 **Maintenance of Qualifications.** The Executive shall remain in good standing with her professional associations or governing body, as applicable, and shall maintain all necessary registrations and qualifications with any applicable associations or governing bodies required to perform her duties and responsibilities under this Agreement.

3.05 **Performance Review.** The Board shall conduct an annual review of the President and Vice-Chancellor's performance using an appropriate instrument for the review of a College President and Vice-Chancellor, which shall be consistent with the performance review process utilized for the College's senior leadership as established by Human Resources. The President and Vice-Chancellor's performance shall be reviewed in comparison to annual objectives set by the Board in consultation with the President and Vice-Chancellor.

The President and Vice-Chancellor shall be entitled to a period of time (to be determined by the Board) within which to redress performance issues to the

satisfaction of the Board, unless a longer period of time is agreed to in writing with the Board of Governors, and provided that the parties shall meet at the end of the agreed upon period of time to discuss whether the performance issues have been redressed to the satisfaction of the Board. This provision shall not apply in circumstances in which the Board is dismissing the President and Vice-Chancellor for cause as set out in paragraph 5.02.

SECTION 4 – COMPENSATION AND BENEFITS

- 4.01 **Base Salary.** The Executive shall be paid an annual base salary of \$378,000 (“Base Salary”) commencing as of August 7, 2018. The Base Salary shall be reviewed by the College on an annual basis and, subject to the *BPSAA* and *BPSECA* and Regulation, may be increased at the sole discretion of the College. The Base Salary shall be paid in accordance with the College’s normal payroll practices in effect from time to time. The College undertakes that it will consider (no less than annually) whether it can implement an element of performance-related pay for the Executive subject to the *BPSAA* and *BPSECA* and Regulation and other relevant legislation.
- 4.02 **Pension and Benefits.** The Executive will continue to be a member of the Administrative Staff group and receive employee benefits, including pension, and any other conditions of employment that are included in the Terms and Conditions of Employment for Administrative Staff.
- 4.03 **Vacation.** In accordance with the Terms and Conditions of Employment for Administrative Staff, the President and Vice Chancellor shall be entitled to vacation with pay in the amount of thirty (30) days per year, provided that any accumulation and/or carryover of vacation entitlement in excess of forty-five (45) days shall be subject to the approval of the Board. In addition to the regular statutory holidays, the College normally observes a holiday closure between December 25th and January 1st, inclusive. These days are *in addition* to the foregoing vacation entitlement.
- 4.04 **Expenses.** The President and Vice-Chancellor 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 and Vice-Chancellor of the College subject to the provision of documentation and receipts acceptable to the Board in accordance with the College’s travel and hospitality policy. Specifically, the College agrees that it is reasonable for the Executive to travel via “business class” in accordance with the College’s travel and hospitality policy.

The College acknowledges that there is value to the College in having the Executive reside in one of the communities in which the College is located. The Executive is reviewing the feasibility of relocating her residence in order to accomplish this. The College is prepared to reimburse the Executive for

expenses incurred (up to a maximum of \$4,000) as a result of a move of the Executive's residence to a location in which one of the campuses of the College is located.

- 4.05 **Car and Cell Phone Allowance.** The President and Vice-Chancellor will be provided with an iPhone, laptop (MacBook Air or similar device), iPad tablet (or similar device) and at home printer and the College will assume responsibility for payment of the monthly costs of said devices in accordance with applicable College policy.

Given that the College has multiple campuses and that the Executive's role is a corporate one that requires attendance at each of these three campuses, the Executive will be provided with a monthly car allowance of \$500, which shall be treated as a taxable benefit. In addition, reasonable expenses, as per College policy, the Executive will be reimbursed for College business for:

- (a) mileage to non-College locations (i.e., mileage between the campuses is not eligible for expense claim reimbursement);
- (b) off campus parking; and
- (c) 407 highway tolls.

SECTION 5 – TERMINATION AND RESIGNATION

- 5.01 **Termination by the College.** This Agreement and the Executive's employment may be terminated by the College any time:

- (a) for Cause, as provided for in Section 5.02; and
- (b) without Cause, as provided for in Section 5.03.

- 5.02 **Termination for Cause.** In the event of termination for Cause, the Executive shall receive the Accrued Amounts and nothing further. For greater certainty, the College shall have no other obligations to the Executive, save and except for any obligations under the *Employment Standards Act, 2000*.

- 5.03 **Termination without Cause.**

- (a) The College may terminate this Agreement without Cause at any time. In such event, the Executive shall not receive working notice of termination, but instead the following shall apply:
 - (i) The Executive shall receive, in the form of Base Salary continuance, twelve (12) months of Base Salary (the "Termination Payments");

- (ii) The Executive shall, subject to and in accordance with the terms of the applicable Benefits Plan, receive medical, dental and life insurance coverage for the earlier of the period specified in sub-paragraph 5.03(a)(i) or until the Executive obtains alternate employment (with access to reasonably comparable benefits). 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*;
- (iii) The Executive shall receive short or long-term disability benefit coverage only during the period corresponding to the statutory notice period as required under the *Employment Standards Act, 2000*;
- (iv) The Executive shall receive continuation of her applicable perquisites set out in Section 4.05 during the earlier of: the period specified in sub-paragraph 5.03(a)(i) or until the Executive obtains alternate employment. At no time shall the perquisites set out in Section 4.05 be discontinued before the end of the period corresponding to the statutory notice period as required under the *Employment Standards Act, 2000*;
- (v) If, at the time of termination of employment, the Executive is in receipt of short-term disability or long-term disability benefits, the amount of such benefits received by the Executive during the period specified in sub-paragraph 5.03(a)(i) shall be deducted from the amount of compensation in lieu of notice otherwise payable under this section. At no time, however, will the Executive receive less than her minimum entitlements under the *Employment Standards Act, 2000* by virtue of the application of this provision; and
- (vi) **Reasonableness.** The Executive acknowledges and agrees that the payments and benefits described in Section 5.03 herein constitute reasonable compensation in lieu of notice of the termination of her employment, and are inclusive of any vacation pay, termination pay and severance pay that may be owing under the *Employment Standards Act, 2000*. Upon the College providing the Executive with such payments and benefits, the Executive shall not be entitled to any further notice, payment in lieu of notice, termination pay, severance pay, damages, costs or compensation in respect of her employment or the

termination thereof, whether under statute, common law or contract.

- 5.04 **Death of Executive.** This Agreement shall automatically terminate if the Executive dies during the term of this Agreement. In that event, no compensation shall be owed by the College to the Executive or her estate other than the Accrued Amounts, if any, and any amounts that may be owing under the *Employment Standards Act, 2000*.
- 5.05 **Resignation by Executive.** The Executive shall be entitled to terminate this Agreement and her employment with the College, at any time and for whatever reason, upon providing five (5) months' written notice to the College. The College shall be entitled, in its sole discretion, to accept such resignation effective immediately or at a later date within the notice period and pay to the Executive the applicable salary and continue all benefits during the five (5) - month resignation notice period. The College shall have no other obligations to the Executive.
- 5.06 **Disability.** In any of the following circumstances, the Executive's employment shall be deemed to be frustrated at the discretion of the College, and in such event the College may terminate the Executive by paying the amounts in paragraph 5.03:
- (a) a majority of the Board determine that the Executive has been, or will be, unable, due to illness, disease, mental or physical disability or similar cause, to fulfil her obligations as the President and Vice-Chancellor of the College either: (i) for any consecutive 12-month period; or (ii) for any period of 16 months (whether or not consecutive) in any consecutive 24-month period; or
 - (b) a court of competent jurisdiction has declared the Executive to be mentally incompetent or incapable of managing her affairs.

The College would have no further obligation to make payments to the Executive for notice of termination or severance, other than the Accrued Amounts, if any.

- 5.07 **Return of Property.** Upon any termination of this Agreement, the Executive must at once deliver or cause to be delivered to the College all data, equipment (including computer, telephone and mobile/smartphone/tablet computer), books, documents, effects, or other properties belonging to the College or for which the College is liable to others, which are in the possession, charge, control or custody of the Executive.

SECTION 6 – CONFIDENTIALITY

- 6.01 The President and Vice-Chancellor 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 and Vice-Chancellor is confidential and shall not be disclosed to any person, or used in any manner, without the prior written consent of the Board. In consideration for the payments made to the President and Vice-Chancellor under this Agreement, the President and Vice-Chancellor agrees that this provision shall survive the termination of this Agreement.

SECTION 7 - INTELLECTUAL PROPERTY

- 7.01 All material including, but not limited to, documents, raw data, research, processes, technology, programs and intentions conceived or produced by the President and Vice-Chancellor during the course of her employment with the College shall belong to the College. The intellectual property arising from such material (including copyright, patents, trademarks, industrial designs) shall also belong to the College.
- 7.02 For the purpose of the *Copyright Act, (Canada)* the President and Vice-Chancellor acknowledges that all materials produced by her in connection with her employment under this Agreement are deemed to have been prepared by her under the direction or control of the College and are hereby transferred to the College. The President and Vice-Chancellor hereby agrees to irrevocably waive all moral rights that she might have in any such materials. Notwithstanding the foregoing, the President and Vice-Chancellor shall also be subject to application of the College's Intellectual Property Policy.
- 7.03 Article 7 shall survive the termination of this Agreement.

SECTION 8 – GENERAL

- 8.01 **Deductions Required By Law.** All amounts paid under this Agreement shall be paid in the lawful currency of Canada less applicable withholdings.
- 8.02 **Entire Agreement.** This Agreement is the entire agreement between the parties and 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. For greater certainty, the parties agree that Appendix "A" and Schedule "A" form part of this Agreement.

- 8.03 **Independent Legal Advice.** The Executive acknowledges that she has read and understood this Agreement, and has been given an opportunity to seek independent legal advice with respect to its terms.
- 8.04 **No Inducement.** The Executive represents and warrants to the College that she has not been enticed or otherwise induced by the College to leave otherwise secure employment or another position within the College to accept employment under this Agreement.
- 8.05 **Severability.** 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.
- 8.06 **No Waiver.** 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.
- 8.07 **Minimum Standards Legislation.** For greater certainty, should any provision of this Agreement provide entitlements to the Executive that are less than her entitlements under the *Employment Standards Act, 2000*, the entitlements under the *Employment Standards Act, 2000* shall prevail.
- 8.08 **Successor and Assigns.** This Agreement shall be binding upon the Executive and the Executive's respective heirs, executor(s), successors and assigns. The Executive may not assign, pledge or encumber the Executive's interest in this Agreement nor assign any rights or duties of the President and Vice-Chancellor under this Agreement without the written consent of the Board.
- 8.09 **Survival.** 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.
- 8.10 **Interpretation.** 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.
- 8.11 **Headings in Agreement.** The headings in this Agreement are solely for convenience of reference and shall not affect its interpretation.

- 8.12 **Governing Law.** 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.
- 8.13 **Disputes to be Arbitrated.** In the event of any disputes in respect of or arising out of this Agreement or the employment relationship, the Executive and the College each agree irrevocably to submit such dispute to binding confidential arbitration. Such arbitration shall be held in Toronto, Ontario. One arbitrator shall be used and shall be chosen by mutual agreement of the parties. If, within thirty days after notification by one party to the other of an arbitrable dispute, no arbitrator has been chosen by mutual agreement, an arbitrator shall be chosen by a Judge by application to the Ontario Superior Court of Justice. The arbitrator shall issue a written decision and award, stating the reasons therefore. The decision and award shall be exclusive, final, and binding.
- 8.14 **Indemnity and Insurance.** The Executive shall be covered by the College's applicable indemnity and/or insurance policies during the Term and for a sufficient run-off period thereafter to maintain coverage for the Executive against possible claims.
- 8.15 **Full Power.** 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.
- 8.16 **Notices.** Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and may be given by delivery, email, facsimile or registered mail to the recipient as follows:

To the Executive:

Dr. Janet Morrison




To the College:

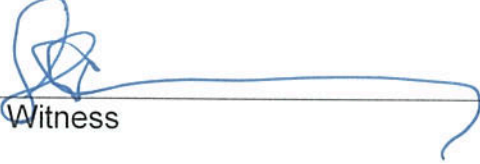
The Sheridan College Institute of Technology and Advanced Learning
Attention: Chair of the Board of Governors
1430 Trafalgar Road
Oakville, On
L6H 2L1


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 to the other party.


IN WITNESS WHEREOF this Agreement has been signed by the parties hereto on the dates set out below:

Dated at Mississauga this 7th day of June, 2018.


College


Witness


Executive


Witness

APPENDIX "A" DEFINED TERMS

For the purpose of the Agreement, the following terms shall have their corresponding meaning:

"Accrued Amounts" means the sum of the following amounts, as applicable, as of the Executive's Termination Date:

- (a) accrued but unpaid Base Salary;
- (b) earned but unused vacation pay; and
- (c) reimbursement in accordance with Sections 4.04 and 4.05 for unreimbursed business expenses properly incurred by the Executive.

"Cause" means:

- (a) the existence of cause for termination of employment at common law as determined by the law of the province of Ontario, including but not limited to fraud, theft, dishonesty, illegality, breach of statute or regulation, conflict of interest, or gross incompetence;
- (b) the Executive becomes insolvent and unable to pay her debts in full, or files an assignment in bankruptcy or is adjudicated a bankrupt; or
- (c) the Executive has breached any other material obligation under this Agreement and has failed to rectify such breach within ten (10) days of provision of written notice to do so by the College.

"Termination Date" means:

- (a) in the case of termination of the Executive's employment on account of the Executive's death, the date of the Executive's death;
- (b) in the case of termination by the College without Cause (whether such termination is lawful or unlawful), the later of (i) the last day worked by the Executive excluding any period of contractual or common law notice of termination, and (ii) the last day of the period during which the Executive is entitled to notice of termination (or termination pay in lieu of notice) under the *Employment Standards Act, 2000*;
- (c) in the case of termination by the College for Cause, the date on which the Executive receives written notice from the College setting out the basis for her termination for Cause; and
- (d) in the case of the resignation or retirement by the Executive, the last day worked by the Executive.

Schedule "A"

President and Vice-Chancellor's PAQ